

**PROJECT MANUAL
FOR
CITY OF AURORA PROJECT #: 25-126**

CITY HALL & BROADWAY ROOF REPLACEMENT
44 E. DOWNER PLACE; 77 S. BROADWAY
AURORA, ILLINOIS 60505

OWNER



44 E. DOWNER PLACE
AURORA, ILLINOIS 60505

ARCHITECT/ENGINEER

KLUBER ARCHITECTS + ENGINEERS
41 W. BENTON STREET
AURORA, ILLINOIS 60506

**SECTION 00 01 01
PROJECT TITLE PAGE**

PROJECT MANUAL

FOR

CITY HALL & BROADWAY ROOF REPLACEMENT

44 E. DOWNER PLACE; 77 S. BROADWAY

AURORA, ILLINOIS 60505

OWNER

CITY OF AURORA

44 E. DOWNER PLACE

AURORA, ILLINOIS 60505

ARCHITECT / ENGINEER

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41 W. BENTON STREET

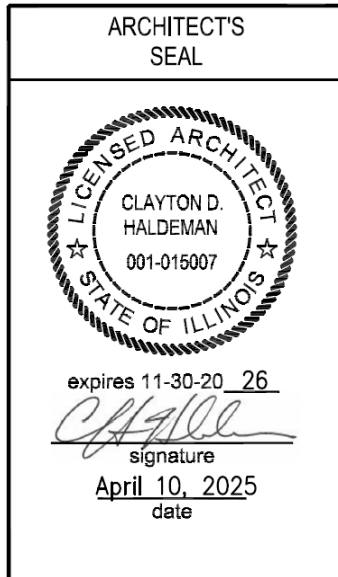
AURORA, ILLINOIS 60506

END OF DOCUMENT

SECTION 00 01 07
SEALS PAGE

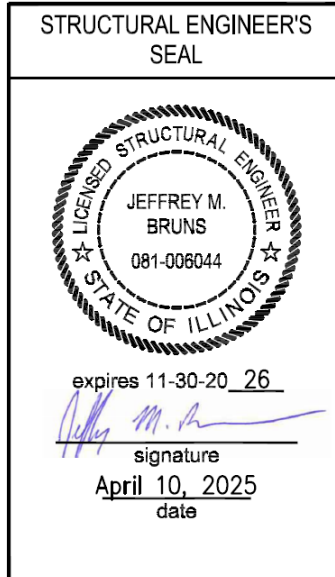
DESIGN PROFESSIONALS' SEALS

A. ARCHITECT



"G" SERIES, "A" SERIES

B. STRUCTURAL
ENGINEER



"G" SERIES, "A" SERIES

END OF DOCUMENT

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END OF SECTION

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GENERAL

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ARCHITECTURAL

A330 DEMOLITION & NEW WORK ROOF PLAN - CITY HALL - AREA 'A'

A331 DEMOLITION & NEW WORK ROOF PLAN - BROADWAY - AREA 'B'

END OF DOCUMENT

SECTION 00 31 13
PRELIMINARY SCHEDULE

1.01 GENERAL

- A. The following represents the preliminary construction schedule for the Work. This schedule is the current estimate of the Owner to be used for purposes of bidding. All bidders shall include the costs of all overtime, double-shift, or so-called "premium" time that may be necessary to meet this milestone.

1.02 PRELIMINARY SCHEDULE

- A. Award of Contract: Anticipated June 10, 2025.
- B. Commencement of Construction: June 16, 2025.
- C. Substantial Completion: August 29, 2025.

END OF SECTION

**SECTION 00 31 24
ENVIRONMENTAL ASSESSMENT INFORMATION**

- 1.01 THE DOCUMENT "OLSSON ROOFING - ROOF ASSESSMENT" FOR THE 44 E. DOWNER PLACE AND 77 S. BROADWAY LOCATIONS, DATED FEBRUARY 26, 2025, IS ATTACHED FOR THE BIDDERS' INFORMATION. (5 PAGES)**
- 1.02 THE DOCUMENT "MIDWEST ENVIRONMENTAL CONSULTING SERVICES - LIMITED ASBESTOS SAMPLING REPORT" FOR THE 44 E. DOWNER PLACE LOCATION, DATED FEBRUARY 26, 2025, IS ATTACHED FOR THE BIDDERS' INFORMATION. (13 PAGES)**
- 1.03 THE DOCUMENT "MIDWEST ENVIRONMENTAL CONSULTING SERVICES - LIMITED ASBESTOS SAMPLING REPORT" FOR THE 77 S. BROADWAY LOCATION, DATED FEBRUARY 26, 2025, IS ATTACHED FOR THE BIDDERS' INFORMATION. (13 PAGES)**
- 1.04 THE OWNER AND ARCHITECT DO NOT GUARANTEE THE DATA'S ACCURACY OR VALIDITY. THE BIDDER IS RESPONSIBLE FOR HIS OWN INTERPRETATION OF THE CHARACTER AND QUANTITY OF THE MATERIALS TO BE ENCOUNTERED.**
- 1.05 BIDDER'S RESPONSIBILITIES:**
 - A. Verify data and existing site conditions.
 - B. Perform additional exploration at own expense.
 - C. Utilize data to determine extent of waste material eligible to be disposed of at Clean Construction and Demolition Debris (CCDD) landfills versus the extent of waste material that will be required to be disposed of at Schedule D landfills, and include the associated hauling and disposal costs thereof in the Base Bid.

END OF DOCUMENT



P.O. Box 1450
740 S. Lake St
Aurora, IL 60507-1450
Office (630) 892-0449 Fax (630) 892-6135
olssonroofing.com

Service Timesheet- Report

Job No: 0388

Date: 02/26/2025

Customer Name: Jim

Job Name: 77 S. Broadway

Job Address: 77 S. Broadway St. Aurora, Illinois

Job Description: Roof Assessment

Work Performed: 44 E Downer(City Hall)
Took 3 cores in random areas. All 3 were the same
-Concrete deck
- Mopped vapor barrier
-2 ISO
-1/2 Hardboard
-Base and smooth cap sheet of modified

77 S. Broadway
Took one core on northern section
-Concrete deck
-Mopped vapor barrier
-1.5 ISO
-1/2 Hardboard
-BUR w/Gravel

Took 2 core cuts on south end(both same)
-Concrete deck
-Mopped vapor barrier



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Aurora, IL 60507-1450
Office (630) 892-0449 Fax (630) 892-6135
olssonroofing.com

-
- 3 Perlite
 - 1/2 Hardboard
 - BUR w/gravel

Work Images



Overview of Roof
44 E Downers



Repairs Completed
44 E. Downers



Repairs Completed
44 E. Downers



Repairs Completed
44 E. Downers



Overview of Roof
77 S Broadway (north section)



Repairs Completed
77 S Broadway (North section)



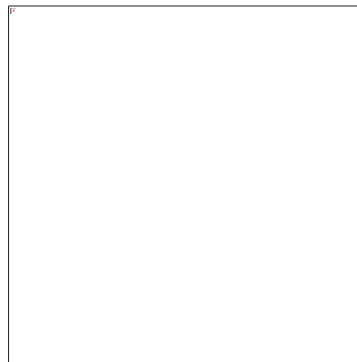
Overview of Roof
77 S. Broadway



Repairs Completed
77 S. Broadway

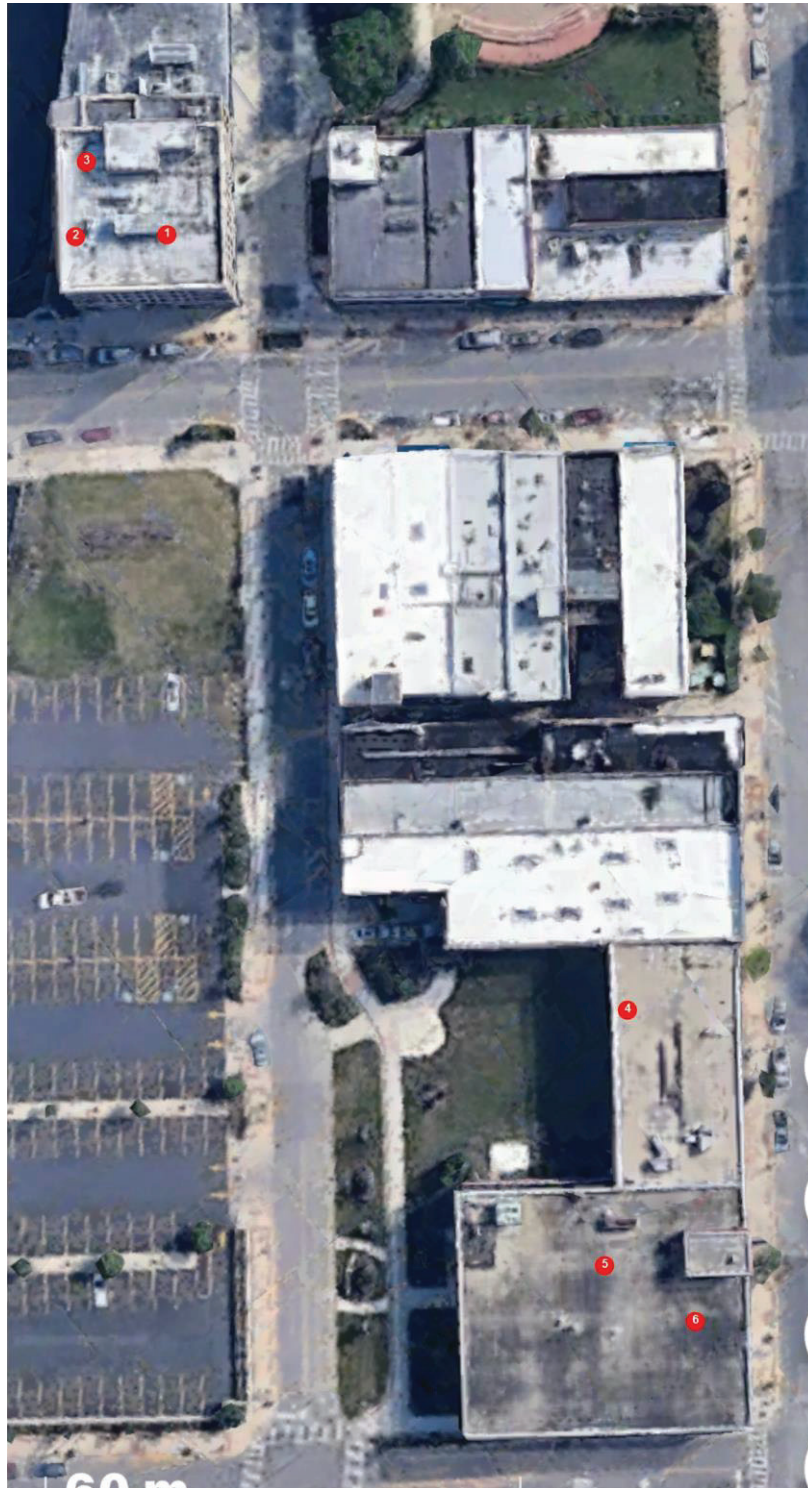


Repairs Completed
77 S. Broadway



Overview of Roof

Roof Drawing



LIMITED ASBESTOS SAMPLING REPORT

Prepared For:

CITY OF AURORA
44 E. Downer Place
Aurora, IL 60507

Project Location:



CITY HALL ROOF
44 E. Downer Place
Aurora, IL 60507

Sampling Date: February 26, 2025

MEC Project #: 25-02-0203-INSP

**Corporate
Headquarters**
2551 N. Bridge Street
Yorkville, Illinois 60560
P: 630-553-3989

Chicago Office
954 W. Washington Blvd.
Suite 425
Chicago, Illinois 60607
P: 312-535-3228

Peoria Office
3100 N. Knoxville Ave.
Suite 204
Peoria, Illinois 61603
P: 309-621-4680



CITY OF AURORA
CITY HALL ROOF
44 E. Downer Place
Aurora, IL 60505

Table of Contents
MEC Project #: 25-02-0203-INSP

<i>Sampling Report</i>	<i>Section 1</i>
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Midwest Environmental Consulting Services

February 26, 2025

City of Aurora
44 E. Downer Place
Aurora, IL 60507

Attention: Jim Birchall, Chief Public Facilities Officer

**Subject: Limited Asbestos Sampling & Analysis
City Hall Roof
44 E. Downer Place
Aurora, IL 60507
MEC Project #: 25-02-0203-INSP**

Dear Mr. Birchall:

On February 26, 2025, Mr. Mike Polz (IDPH-Licensed Asbestos Inspector #100-20747) from Midwest Environmental Consulting Services, Inc., collected a total of six (6) suspect asbestos-containing bulk samples from the Aurora City Hall roof located at 44 E. Downer Place, Aurora, IL 60507. This sampling was conducted to confirm the presence or absence of asbestos in the subject space that are scheduled to be impacted by renovations.

The table below displays a summary of the sampled materials per your direction and the analytical results:

Homogeneous Sample Area Designation	Material Description	Material Location / Approximate Quantity	Asbestos-Containing (Y/N)
MRA	Membrane roof	Roof/6,400 S.F.	YES
MRB	Roof flashing	Roof perimeter/320 L.F.	NO

All samples were analyzed by EMSL Analytical, Inc, located at 4140 Litt Drive, Hillside, IL 60162. The samples were analyzed using Polarized Light Microscopy (Method: EPA-600/R-93/116). The results were reported to Midwest Environmental Consulting Services, Inc. Please keep the analytical laboratory results attached to this letter for future reference.

If you have any questions or concerns, please feel free to contact me at (630) 553-3989. Thank you for providing us with an opportunity to service your environmental needs.

Respectfully submitted,
Midwest Environmental Consulting Services, Inc.



Mike Polz
IDPH-Licensed Asbestos Inspector (#100-20747)

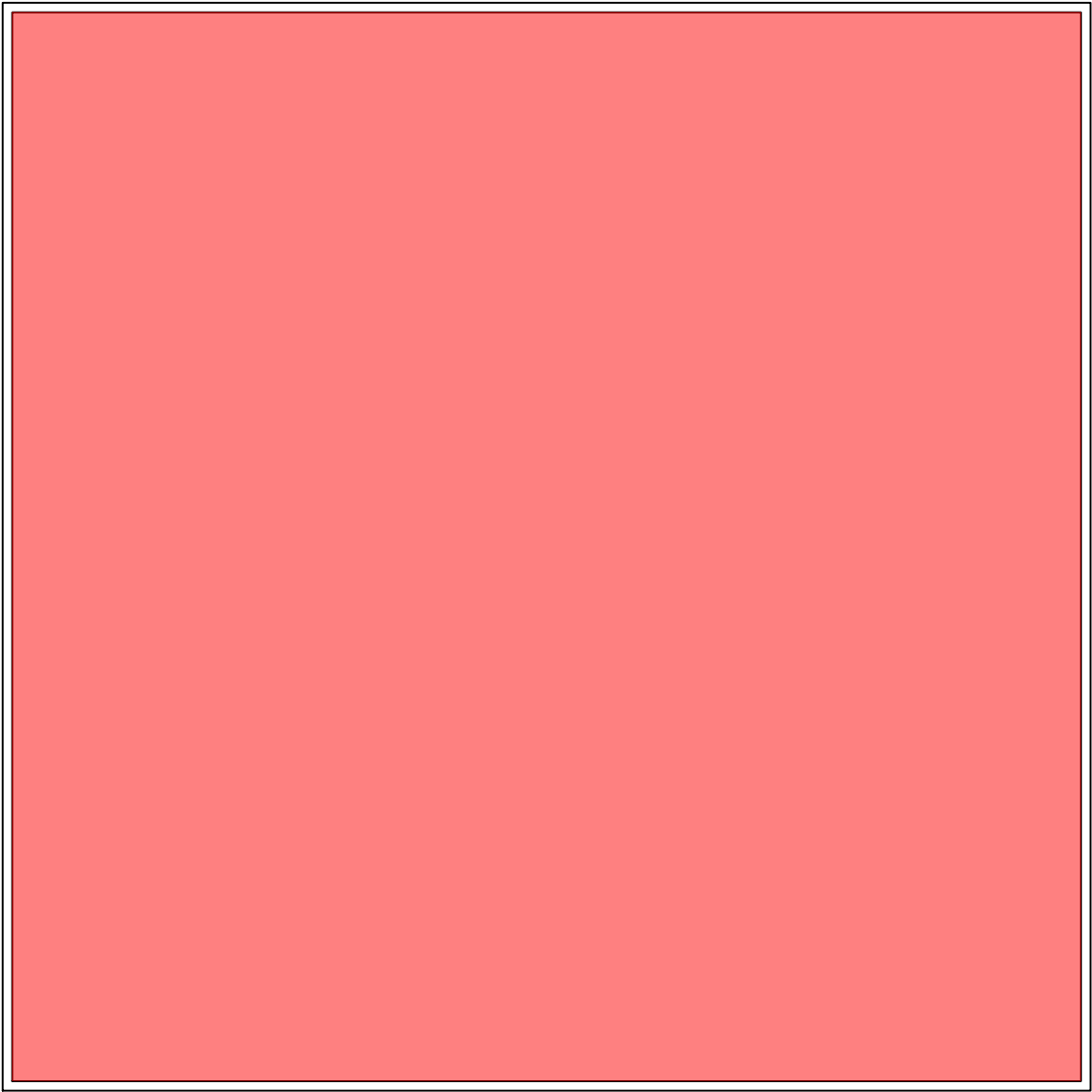
Corporate Headquarters
2551 N. Bridge Street
Yorkville, Illinois 60560
P: 630-553-3989

Chicago Office
954 W. Washington Blvd.
Suite 425
Chicago, Illinois 60607
P: 312-535-3228

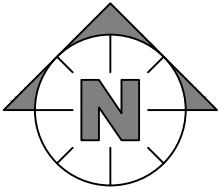
Peoria Office
3100 N. Knoxville Ave.
Suite 204
Peoria, Illinois 61603
P: 309-621-4680



HOMOGENEOUS AREA: MRA
DESCRIPTION: Membrane Roof
QUANTITY ESTIMATE: 6,400 SF
ACM Y/N: Yes
COMMENTS: N/A



Note:
MEMBRANE ROOF
ABOVE PENTHOUSE
ENCLOSURE TO BE
CONSIDERED
POSITIVE FOR ACM
MATERIALS EVEN
THOUGH NOT
SPECIFICALLY
TESTED.



ROOF

Consultant:



Midwest
Environmental
Consulting Services, Inc.
Consultants Engineers Scientists

Client:

City of Aurora
44 E. Downer Place
Aurora, IL 60507-2067

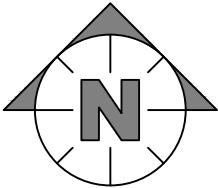
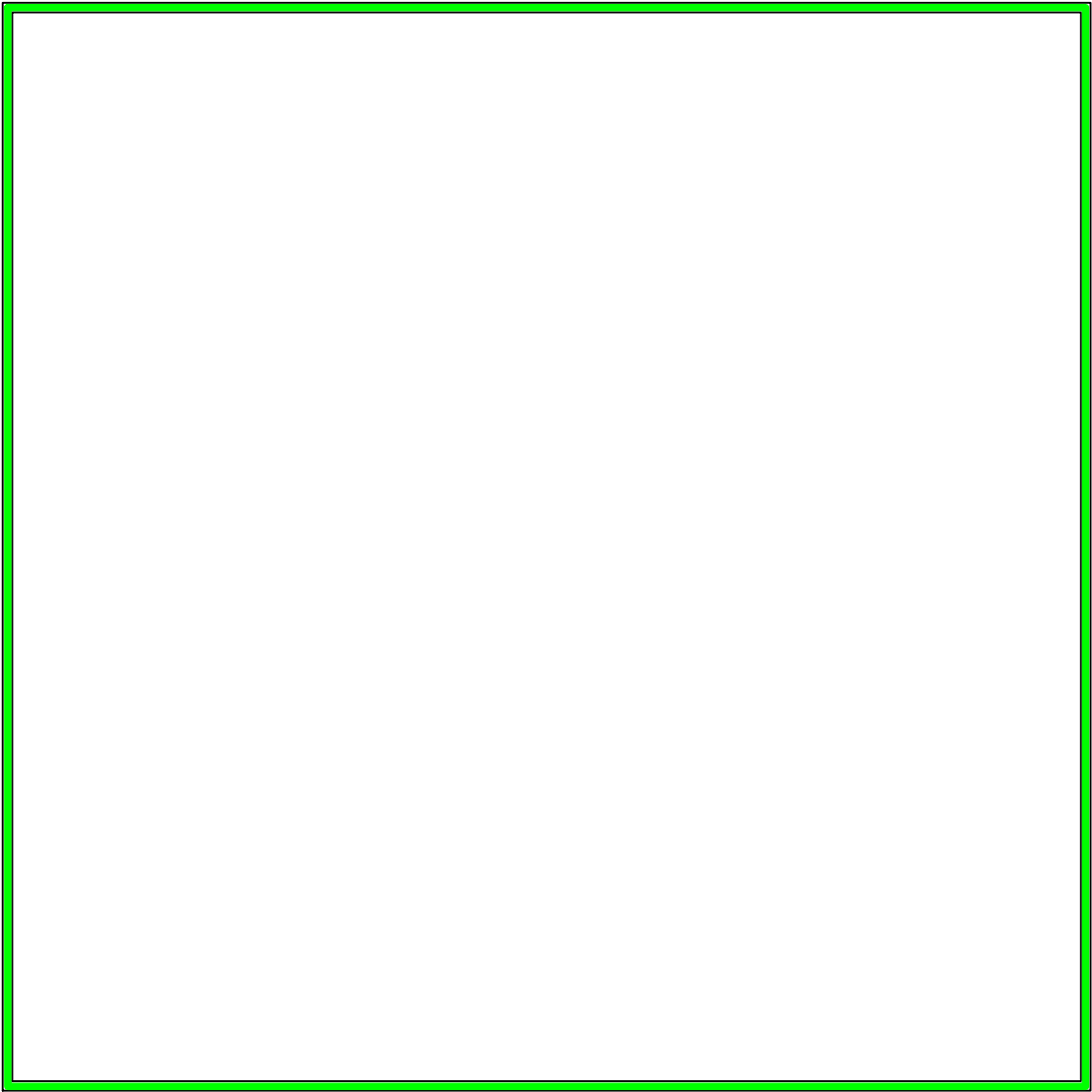
Project Location:

City Hall Roof
44 E. Downer Place
Aurora, IL 60505

REVISIONS		
REV. NO.	DATE	REV. BY:

INSPECTION SURVEY	
Project No.	25-02-0203-INSP
Drawing Date:	03/07/2025
Inspector:	Mike Polz
Scale:	NTS
Drawn By:	BGC

HOMOGENEOUS AREA: MRB
DESCRIPTION: Roof Flashing
QUANTITY ESTIMATE: 320 LF
ACM Y/N: No
COMMENTS: N/A



ROOF

Consultant:



Midwest
Environmental
Consulting Services, Inc.
Consultants Engineers Scientists

Client:

City of Aurora
44 E. Downer Place
Aurora, IL 60507-2067

Project Location:

City Hall Roof
44 E. Downer Place
Aurora, IL 60505

REVISIONS		
REV. NO.	DATE	REV. BY:

INSPECTION SURVEY	
Project No.	25-02-0203-INSP
Drawing Date:	03/07/2025
Inspector:	Mike Polz
Scale:	NTS
Drawn By:	BGC

City Hall Roof

44 E. Downer Place
Aurora, IL 60505



Homogeneous Area:	MRA
Material Description:	Membrane roof
Location:	Roof
ACM Y/N:	YES

Comments: N/A



Homogeneous Area:	MRB
Material Description:	Roof flashing
Location:	Roof
ACM Y/N:	No

Comments: N/A



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162

Tel/Fax: (773) 313-0099 / (773) 313-0139

<http://www.EMSL.com> / chicagolab@emsl.com



EMSL Order: 262501756

Customer ID: MECO77

Customer PO:

Project ID:

Attention: Mike Polz

Midwest Environmental Consulting Svs.

2551 North Bridge Street

Yorkville, IL 60560

Phone: (630) 553-3989

Fax: (630) 553-3990

Received Date: 02/26/2025 10:45 AM

Analysis Date: 03/05/2025

Collected Date:

Project: 25-02-0203-INSP CITY HALL

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
MRA-1-Tar 1 262501756-0001	ROOF CORE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-1-Roofing 262501756-0001A	ROOF CORE	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
MRA-1-Insulation 262501756-0001B	ROOF CORE	Brown/Yellow Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
MRA-1-Foam 262501756-0001C	ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-1-Tar 2 262501756-0001D	ROOF CORE	White/Black Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
MRA-2-Tar 1 262501756-0002	ROOF CORE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-2-Roofing 262501756-0002A	ROOF CORE	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
MRA-2-Insulation 262501756-0002B	ROOF CORE	Brown Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
MRA-2-Foam 262501756-0002C	ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-2-Tar 2 262501756-0002D	ROOF CORE				Positive Stop (Not Analyzed)
MRA-3-Tar 1 262501756-0003	ROOF CORE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-3-Roofing 262501756-0003A	ROOF CORE	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
MRA-3-Insulation 262501756-0003B	ROOF CORE	Brown Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
MRA-3-Fibrous Layer 262501756-0003C	ROOF CORE	Gray Fibrous Homogeneous	75% Cellulose 20% Glass	5% Non-fibrous (Other)	None Detected
MRA-3-Foam 262501756-0003D	ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-3-Tar 2 262501756-0003E	ROOF CORE				Positive Stop (Not Analyzed)

Initial report from: 03/05/2025 11:45:34



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162

Tel/Fax: (773) 313-0099 / (773) 313-0139

<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 262501756

Customer ID: MECO77

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
MRB-1	ROOF FLASHING	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
262501756-0004					
MRB-2	ROOF FLASHING	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
262501756-0005					
MRB-3	ROOF FLASHING	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
262501756-0006					

Analyst(s)

Michael Eppley (6)

Shamya Pugh (11)

James Hahn, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200399-0

Initial report from: 03/05/2025 11:45:34

EMSL

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077

PHONE: (800) 220-3875

EMAIL: CinnAslab@EMSL.com

EMSL ANALYTICAL, INC.
TESTING LABS • PRODUCTS • TRAINING

262501756

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information		Billing Information	
Customer ID:		Billing ID:	
Company Name:	Midwest Environmental	Company Name:	
Contact Name:	Mike Polz	Billing Contact:	
Street Address:		Street Address:	
City, State, Zip:		City, State, Zip:	
Country:		Country:	
Phone:	630-553-3289	Phone:	
Email(s) for Report:	MP012@Mec-us.com/results@Mec-us.com	Email(s) for Invoice:	

Project Information		Purchase Order:	
Project Name/No:	25-02-0203-insp CITY Hall	State of Connecticut (CT) must select project location:	
EMSL LIMS Project ID:		Commercial (Taxable)	☐
(If applicable, EMSL will provide)		Residential (Non-Taxable)	☐
Sampled By Name:	Mike Polz	US State where samples collected:	
Sampled By Signature:		No. of Samples in Shipment:	

Turn-Around-Time (TAT)	
☐ 3 Hour ☐ 4-4.5 Hour AHERA ONLY ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☒ 1 Week ☐ 2 Week	TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:00 am.

Test Selection	
PCM Air ☐ NIOSH 7400 ☐ NIOSH 7400 w/ 8hr. TWA PLM - Bulk (reporting limit) ☒ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) ☐ POINT COUNT ☐ 400 (<0.25%) ☐ 1,000 (<0.1%) POINT COUNT w/ GRAVIMETRIC ☐ 400 (<0.25%) ☐ 1,000 (<0.1%) ☐ NIOSH 9002 (<1%) ☐ NYS 198.1 (Friable - NY) ☐ NYS 198.6 NOB (Non-Friable - NY) ☐ NYS 198.8 (Vermiculite SM-V)	TEM - Air ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312* TEM - Bulk ☐ TEM EPA NOB ☐ NYS NOB 198.4 (Non-Friable-NY) ☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%) Other Test (please specify)
TEM - Settled Dust ☐ Microvac - ASTM D5755 ☐ Wipe - ASTM D6480 ☐ Qualitative via Filtration Prep ☐ Qualitative via Drop Mount Prep Soil - Rock - Vermiculite (reporting limit)* ☐ PLM EPA 600/R-93/116 with milling prep (<0.25%) ☐ PLM EPA 600/R-93/116 with milling prep (<0.1%) ☐ TEM EPA 600/R-93/116 with milling prep (<0.1%) ☐ TEM Qualitative via Filtration Prep ☐ TEM Qualitative via Drop Mount Prep	

*Please call with your project-specific requirements.

☒ Positive Stop - Clearly Identified Homogeneous Areas (HA)	Filter Pore Size (Air Samples)	☐ 0.8um	☐ 0.45um
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Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
MRA-123	Roof Core	Bulk	2/26/25
MRA-123	Roof Flashing	Bulk	2/26/25

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time: 2/26/25	Received by:	Date/Time: 2/26/25
Relinquished by:	Date/Time:	Received by:	Date/Time:

Relinquished by: <i>[Signature]</i> Date/Time: 2/26/25		Received by: <i>[Signature]</i> Date/Time: 2/26/25	
--	--	--	--

Controlled Document - COC-05 Asbestos R11 10/26/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200399-0

EMSL Analytical Inc.

Hillside, IL

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

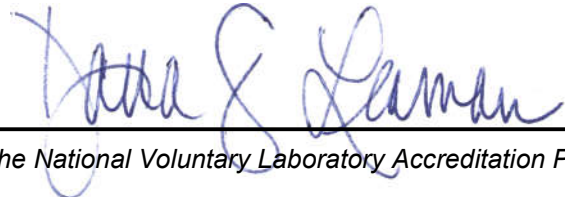
Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2024-04-01 through 2025-03-31

Effective Dates




For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical Inc.
4140 Litt Drive
Hillside, IL 60162
Mr. James Hahn
Phone: 773-313-0099 Fax: 773-313-0139
Email: jhahn@emsl.com
<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200399-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

MICHAEL POLZ
33 WESTMOOR COURT
AURORA, IL 60502

1/30/2024

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 20747

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

 ASBESTOS PROFESSIONAL LICENSE			ENDORSEMENTS	TC EXPIRES
ID NUMBER	ISSUED	EXPIRES	INSPECTOR	11/10/2024
100 - 20747	1/30/2024	05/15/2025		
MICHAEL POLZ 33 WESTMOOR COURT AURORA, IL 60502 Environmental Health			PROJECT MANAGER AIR SAMPLING PROFESSIONAL	11/11/2024
Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.				

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
EMAIL Address: dph.asbestos@illinois.gov



OCCUPATIONAL TRAINING & SUPPLY, INC.
7233 S. Adams Street | Willowbrook, IL 60527 (630) 655-3900 | www.otssafety.com

2024

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Michael Polz

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the State of Wisconsin, Department of Health Services under ch. DHS 159, Wis. Admin. Code, The Illinois Department of Public Health and The Indiana Department of Environmental Management, under 326 IAC 18. Training was in accordance with requirements listed under EPA 40 CFR 763, Asbestos Hazard Emergency Response Act (AHERA) and TSCA Title II.

Location: 12304 75th Street
Kenosha, WI 53142

Certificate Number: BIRWI2410112753
Course Date: 10/11/2024
Exam Date: 10/11/2024
Expiration Date: 10/11/2025

Tyler Nicholson, Authorized Signer



Issue Date: 10/11/2024

Course Credit Hours: BIR WI 4 Hours

LIMITED ASBESTOS SAMPLING REPORT

Prepared For:

CITY OF AURORA
44 E. Downer Place
Aurora, IL 60507



Project Location:

DEVELOPMENT SERVICES ROOF
77 S. Broadway
Aurora, IL 60505

Sampling Date: February 26, 2025

MEC Project #: 25-02-0204-INSP

**Corporate
Headquarters**
2551 N. Bridge Street
Yorkville, Illinois 60560
P: 630-553-3989

Chicago Office
954 W. Washington Blvd.
Suite 425
Chicago, Illinois 60607
P: 312-535-3228

Peoria Office
3100 N. Knoxville Ave.
Suite 204
Peoria, Illinois 61603
P: 309-621-4680



**CITY OF AURORA
DEPARTMENT SERVICES ROOF
77 S. BROADWAY
AURORA, IL 60505**

**Table of Contents
MEC Project #: 25-02-0204-INSP**

<i>Sampling Report</i>	<i>Section 1</i>
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<i>Photographs of Homogeneous Sampling Materials</i>	<i>Section 3</i>
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<i>Licensing / Certifications</i>	<i>Section 5</i>

Midwest Environmental Consulting Services

February 26, 2025

City of Aurora
44 E. Downer Place
Aurora, IL 60507

Attention: Jim Birchall, Chief Public Facilities Officer

**Subject: Limited Asbestos Sampling & Analysis
Development Services Roof
77 S. Broadway
Aurora, IL 60505
MEC Project #: 25-02-0204-INSP**

Dear Mr. Birchall:

On February 26, 2025, Mr. Mike Polz (IDPH-Licensed Asbestos Inspector #100-20747) from Midwest Environmental Consulting Services, Inc., collected a total of six (6) suspect asbestos-containing bulk samples from the Aurora Development Services roof located at 77 S. Broadway, Aurora, IL 60505. This sampling was conducted to confirm the presence or absence of asbestos in the subject space that are scheduled to be impacted by renovations.

The table below displays a summary of the sampled materials per your direction and the analytical results:

Homogeneous Sample Area Designation	Material Description	Material Location / Approximate Quantity	Asbestos-Containing (Y/N)
MRA	Membrane roof	Roof/20,900 S.F.	No
MRB	Roof flashing	Roof perimeter/810 L.F.	No

All samples were analyzed by EMSL Analytical, Inc, located at 4140 Litt Drive, Hillside, IL 60162. The samples were analyzed using Polarized Light Microscopy (Method: EPA-600/R-93/116). The results were reported to Midwest Environmental Consulting Services, Inc. Please keep the analytical laboratory results attached to this letter for future reference.

If you have any questions or concerns, please feel free to contact me at (630) 553-3989. Thank you for providing us with an opportunity to service your environmental needs.

Respectfully submitted,
Midwest Environmental Consulting Services, Inc.



Mike Polz
IDPH-Licensed Asbestos Inspector (#100-20747)

Corporate Headquarters
2551 N. Bridge Street
Yorkville, Illinois 60560
P: 630-553-3989

Chicago Office
954 W. Washington Blvd.
Suite 425
Chicago, Illinois 60607
P: 312-535-3228

Peoria Office
3100 N. Knoxville Ave.
Suite 204
Peoria, Illinois 61603
P: 309-621-4680



HOMOGENEOUS AREA:

DESCRIPTION:

QUANTITY ESTIMATE:

ACM Y/N:

COMMENTS:

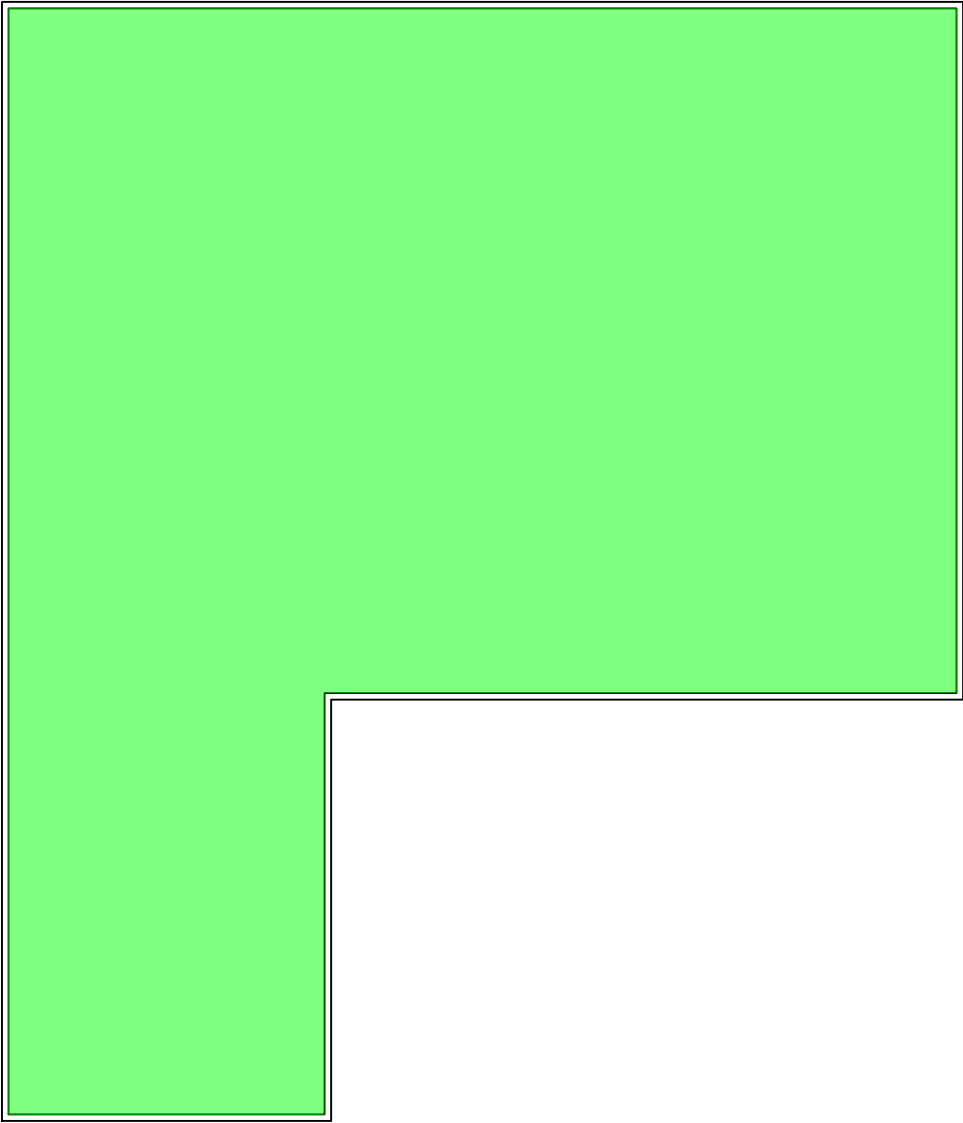
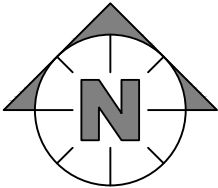
MRA

Membrane Rood

20,900 SF

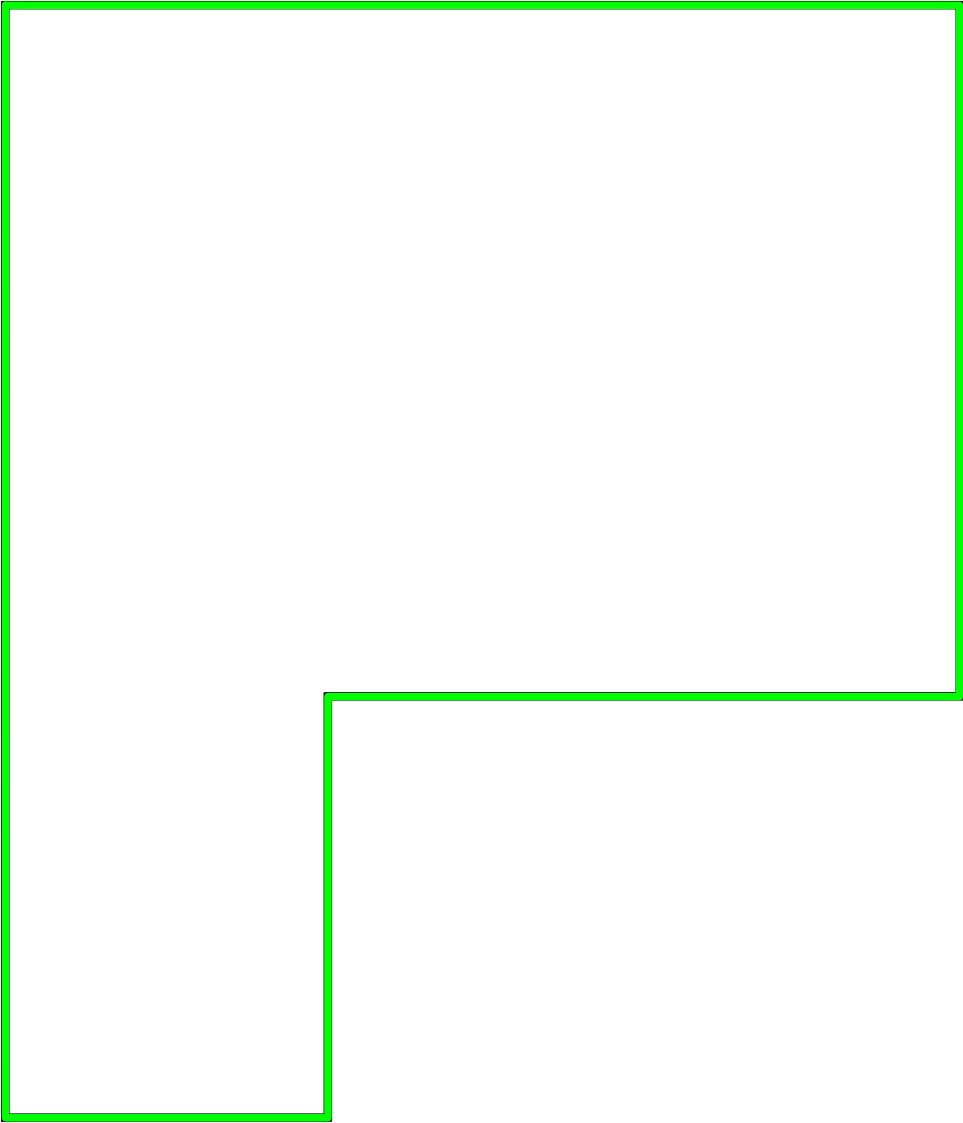
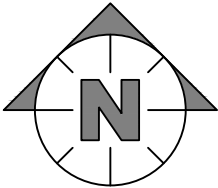
No

N/A



1ST FLOOR

HOMOGENEOUS AREA: MRB
DESCRIPTION: Roof Flashing
QUANTITY ESTIMATE: 810 LF
ACM Y/N: No
COMMENTS: N/A



1ST FLOOR

Consultant:



**Midwest
Environmental
Consulting Services, Inc.**
Consultants Engineers Scientists

Client:

City of Aurora
44 E. Downer Place
Aurora, IL 60507-2067

Project Location:

Development Service Roof
77 S. Broadway
Aurora, IL 60505

REVISIONS		
REV. NO.	DATE	REV. BY:

INSPECTION SURVEY	
Project No.	25-02-0204-INSP
Drawing Date:	03/07/2025
Inspector:	Mike Polz
Scale:	NTS
Drawn By:	BGC

Development Services Roof

77 S. Broadway
Aurora, IL 60505



Homogeneous Area:	MRA
Material Description:	Membrane roof
Location:	Roof
ACM Y/N:	No

Comments: N/A



Homogeneous Area:	MRB
Material Description:	Roof flashing
Location:	Roof
ACM Y/N:	No

Comments: N/A



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162

Tel/Fax: (773) 313-0099 / (773) 313-0139

<http://www.EMSL.com/chicagolab@emsl.com>



EMSL Order: 262501757

Customer ID: MECO77

Customer PO:

Project ID:

Attention: Mike Polz

Midwest Environmental Consulting Svs.

2551 North Bridge Street

Yorkville, IL 60560

Phone: (630) 553-3989

Fax: (630) 553-3990

Received Date: 02/26/2025 10:45 AM

Analysis Date: 03/05/2025

Collected Date:

Project: 25-02-0204-INSP DEVELOPMENT SERVICES

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
MRA-1-Roofing 1 262501757-0001	ROOF CORE	Black Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
MRA-1-Tar 1 262501757-0001A	ROOF CORE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-1-Roofing 2 262501757-0001B	ROOF CORE	Black Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
MRA-1-Tar 2 262501757-0001C	ROOF CORE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-1-Insulation 262501757-0001D	ROOF CORE	Brown Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
MRA-1-Foam 262501757-0001E	ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-1-Felt Paper 262501757-0001F	ROOF CORE	Gray/Black Non-Fibrous Homogeneous	85% Cellulose 10% Glass	5% Non-fibrous (Other)	None Detected
MRA-2-Roofing 1 262501757-0002	ROOF CORE	Black Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
MRA-2-Tar 1 262501757-0002A	ROOF CORE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-2-Roofing 2 262501757-0002B	ROOF CORE	Black Non-Fibrous Homogeneous	30% Glass	70% Non-fibrous (Other)	None Detected
MRA-2-Tar 2 262501757-0002C	ROOF CORE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-2-Insulation 262501757-0002D	ROOF CORE	Brown Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
MRA-2-Foam 262501757-0002E	ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-2-Felt Paper 262501757-0002F	ROOF CORE	Gray/Black Fibrous Homogeneous	85% Cellulose 10% Glass	5% Non-fibrous (Other)	None Detected
MRA-3-Roofing 1 262501757-0003	ROOF CORE	Black Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
MRA-3-Tar 1 262501757-0003A	ROOF CORE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 03/05/2025 12:21:56



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162

Tel/Fax: (773) 313-0099 / (773) 313-0139

<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 262501757

Customer ID: MECO77

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
MRA-3-Roofing 2 262501757-0003B	ROOF CORE	Black Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
MRA-3-Tar 2 262501757-0003C	ROOF CORE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRA-3-Insulation 262501757-0003D	ROOF CORE	Brown Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
MRA-3-Roofing 3 262501757-0003E	ROOF CORE	White/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MRB-1 262501757-0004	ROOF FLASHING	Black/Silver Non-Fibrous Homogeneous	20% Synthetic	80% Non-fibrous (Other)	None Detected
MRB-2 262501757-0005	ROOF FLASHING	Black/Silver Non-Fibrous Homogeneous	20% Synthetic	80% Non-fibrous (Other)	None Detected
MRB-3 262501757-0006	ROOF FLASHING	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected

Analyst(s)

Mazen Elkhatib (16)

Michael Eppley (7)

James Hahn, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200399-0

Initial report from: 03/05/2025 12:21:56

EMSL

Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077

PHONE: (800) 220-3675

EMAIL: CinnAslab@EMSL.com

EMSL ANALYTICAL, INC.
TESTING LABS • PRODUCTS • TRAINING

262501757

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer ID:	Billing ID:
Company Name: <u>Midwest Environmental</u>	Company Name:
Contact Name: <u>Mike Polz</u>	Billing Contact:
Street Address:	Street Address:
City, State, Zip:	City, State, Zip:
Country:	Country:
Phone: <u>630-553-3984</u>	Phone:
Email(s) for Report: <u>Mpolz@Mec-usa.com / results@Mec-usa.com</u>	Email(s) for Invoice:

Project Information

Project Name/No: <u>25-02-0204-INSR Development Services</u>	Purchase Order:
EMSL LIMS Project ID:	US State where samples collected:
(If applicable, EMSL will provide)	State of Connecticut (CT) must select project location:
Sampled By Name: <u>Mike Polz</u>	☐ Commercial (Taxable) ☐ Residential (Non-Taxable)
Sampled By Signature: <u>[Signature]</u>	No. of Samples in Shipment:

☐ 3 Hour	☐ 4-4.5 Hour AHERA ONLY	☐ 6 Hour	☐ 24 Hour	☐ 32 Hour	☐ 48 Hour	☐ 72 Hour	☐ 96 Hour	☒ 1 Week	☐ 2 Week
Turn-Around-Time (TAT)									
TEM Air 3-6 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.									

PCM Air ☐ NIOSH 7400 ☐ NIOSH 7400 w/ 8hr TWA PLM - Bulk (reporting limit) ☒ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) ☐ POINT COUNT ☐ 400 (<0.25%) ☐ 1,000 (<0.1%) POINT COUNT w/ GRAVIMETRIC ☐ 400 (<0.25%) ☐ 1,000 (<0.1%) ☐ NIOSH 9002 (<1%) ☐ NYS 198.1 (Friable - NY) ☐ NYS 198.6 NOB (Non-Friable - NY) ☐ NYS 198.8 (Vermiculite SM-V)	Test Selection TEM - Air ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312* TEM - Bulk ☐ TEM EPA NOB ☐ NYS NOB 198.4 (Non-Friable-NY) ☐ TEM EPA 600/R-93/116 w/ Milling Prep (0.1%) Other Test (please specify)	TEM - Settled Dust ☐ Microvac - ASTM D5755 ☐ Wipe - ASTM D6480 ☐ Qualitative via Filtration Prep ☐ Qualitative via Drop Mount Prep Soil - Rock - Vermiculite (reporting limit) ☐ PLM EPA 600/R-93/116 with milling prep (<0.25%) ☐ PLM EPA 600/R-93/116 with milling prep (<0.1%) ☐ TEM EPA 600/R-93/116 with milling prep (<0.1%) ☐ TEM Qualitative via Filtration Prep ☐ TEM Qualitative via Drop Mount Prep
--	---	---

*Please call with your project-specific requirements.

☒ Positive Stop - Clearly Identified Homogeneous Areas (HA)	Filter Pore Size (Air Samples) ☐ 0.8um ☐ 0.45um
---	---

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
<u>MRA-123</u>	<u>Roof Core</u>	<u>Bulk</u>	<u>2/26/25</u>
<u>MRB-123</u>	<u>Roof Flashing</u>	<u>Bulk</u>	<u>2/26/25</u>

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:	Sample Condition Upon Receipt:
Relinquished by: <u>[Signature]</u>	Received by: <u>[Signature]</u>
Date/Time: <u>2/26/25</u>	Date/Time: <u>2/26/25</u>
Relinquished by:	Received by:
Date/Time:	Date/Time:

Controlled Document - CDD-05 Asbestos R16 10/26/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200399-0

EMSL Analytical Inc.

Hillside, IL

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2024-04-01 through 2025-03-31

Effective Dates



A handwritten signature in blue ink, reading "Dana S. Laman".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical Inc.
4140 Litt Drive
Hillside, IL 60162
Mr. James Hahn
Phone: 773-313-0099 Fax: 773-313-0139
Email: jhahn@emsl.com
<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200399-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

MICHAEL POLZ
33 WESTMOOR COURT
AURORA, IL 60502

1/30/2024

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 20747

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

 ASBESTOS PROFESSIONAL LICENSE			ENDORSEMENTS	TC EXPIRES
ID NUMBER	ISSUED	EXPIRES	INSPECTOR	11/10/2024
100 - 20747	1/30/2024	05/15/2025		
MICHAEL POLZ 33 WESTMOOR COURT AURORA, IL 60502 Environmental Health			PROJECT MANAGER AIR SAMPLING PROFESSIONAL	11/11/2024
Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.				

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
EMAIL Address: dph.asbestos@illinois.gov



OCCUPATIONAL TRAINING & SUPPLY, INC.
7233 S. Adams Street | Willowbrook, IL 60527 (630) 655-3900 | www.otssafety.com

2024

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Michael Polz

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the State of Wisconsin, Department of Health Services under ch. DHS 159, Wis. Admin. Code, The Illinois Department of Public Health and The Indiana Department of Environmental Management, under 326 IAC 18. Training was in accordance with requirements listed under EPA 40 CFR 763, Asbestos Hazard Emergency Response Act (AHERA) and TSCA Title II.

Location: 12304 75th Street
Kenosha, WI 53142

Certificate Number: BIRWI2410112753
Course Date: 10/11/2024
Exam Date: 10/11/2024
Expiration Date: 10/11/2025

Tyler Nicholson, Authorized Signer



Issue Date: 10/11/2024

Course Credit Hours: BIR WI 4 Hours

**SECTION 00 52 00
AGREEMENT FORM**

1.01 FORM OF AGREEMENT

- A. AIA Document A101, Owner-Contractor Agreement Form - Stipulated Sum (2017 Edition), forms the basis of Contract between the Owner and Contractor.
- B. The above document is attached, which has been edited to include the Owner's modifications (12 PAGES).

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00 - General Conditions.

END OF DOCUMENT

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the eleventh day of June in the year Two Thousand and Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Aurora
44 E. Downer Place
Aurora, Illinois 60505

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

1602 – City Hall & Broadway Roof Replacement
44 E. Downer Place; 77 S. Broadway
Aurora, Illinois 60505

The Architect:
(Name, legal status, address and other information)

Kluber, Inc.
41 W. Benton Street
Aurora, Illinois 60506

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

June 16, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.

Init.

[X] By the following date: August 29, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Section 01 21 00 - Contingency	\$20,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

See attached 2025 Payment Deadline Schedule – Exhibit F.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than two weeks prior to payment deadline, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than the next day listed on the attached schedule. The provisions of the Illinois Local Government Prompt Payment Act, 50ILCS 505/1 shall apply to this contract. Contractor shall submit certified payroll and partial/final waivers of lien with every payment request. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance, Payment and Performance Bonds.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Five percent (5%) once Project has an overall completion level of fifty (50) percent as determined by Owner and Architect.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Retainage will be reduced to zero (0) percent for the final pay application.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jim Birchall
Chief Public Facilities Officer
City of Aurora
44 E. Downer Place
Aurora, Illinois 60505
birchallj@aurora.il.us

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Other provisions:

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraph deleted)

- .4 Drawings (Exhibit D)

Number	Title	Date
00 01 15	Drawing Index	April 10, 2025

- .5 Specifications (Exhibit C)

Section	Title	Date	Pages
00 10 00 – Table of Contents	Project Manual	April 10, 2025	196

- .6 Addenda, if any: (Exhibit E)

Number	Date	Pages
00 91 01 – Addendum Number 1	TBD	TBD

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .7 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract: (Exhibit E)

Document	Title	Date	Pages
00 72 00	General Conditions	April 10, 2025	54

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

City of Aurora Front End Documents

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jolene Coulter
Director of Purchasing

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:36:33 ET on 04/15/2025.

PAGE 1

AGREEMENT made as of the eleventh day of June in the year Two Thousand and Twenty-Five

...

City of Aurora
44 E. Downer Place
Aurora, Illinois 60505

...

1602 – City Hall & Broadway Roof Replacement
44 E. Downer Place; 77 S. Broadway
Aurora, Illinois 60505

...

Kluber, Inc.
41 W. Benton Street
Aurora, Illinois 60506

PAGE 2

EXHIBIT A—INSURANCE AND BONDS

...

[X] Established as follows:

...

June 16, 2025

PAGE 3

[X] By the following date: August 29, 2025

...

None

...

Section 01 21 00 - Contingency \$20,000.00

...

N/A

...

None

PAGE 4

See attached 2025 Payment Deadline Schedule – Exhibit F.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than ~~the day of a month, the two weeks prior to payment deadline, the~~ Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~() days after the Architect receives the Application for Payment the next day listed on the attached schedule.~~ The provisions of the Illinois Local Government Prompt Payment Act, 50ILCS 505/1 shall apply to this contract. Contractor shall submit certified payroll and partial/final waivers of lien with every payment request.

PAGE 5

Ten Percent (10%)

...

Insurance, Payment and Performance Bonds.

...

Five percent (5%) once Project has an overall completion level of fifty (50) percent as determined by Owner and Architect.

...

Retainage will be reduced to zero (0) percent for the final pay application.

...

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

—%

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

Jim Birchall
Chief Public Facilities Officer
City of Aurora
44 E. Downer Place
Aurora, Illinois 60505

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.) Other provisions:

...

§ 8.7 Other provisions:

...

.2 ~~AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

...

.4 ~~Building information modeling exhibit, dated as indicated below:~~
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 ~~Drawings~~, 4 Drawings (Exhibit D)

...

00 01 15

Drawing Index

April 10, 2025

.6 ~~Specifications~~, 5 Specifications (Exhibit C)

...

00 10 00 – Table of Contents

Project Manual

April 10, 2025

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.7 ~~6~~ Addenda, if any: (Exhibit E)

...

00 91 01 – Addendum Number 1

TBD

TBD

...

.8 ~~7~~ Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~
(Insert the date of the E204-2017 incorporated into this Agreement.)

...

[X] Supplementary and other Conditions of the Contract: (Exhibit E)

...

00 72 00

General Conditions

April 10, 2025

54

~~.9~~ .8 Other documents, if any, listed below:
PAGE 8

City of Aurora Front End Documents

...

Jolene Coulter
Director of Purchasing

**SECTION 00 72 00
GENERAL CONDITIONS**

1.01 FORM OF GENERAL CONDITIONS

- A. AIA Document A201 - 2017 "General Conditions of the Contract for Construction" is the General Conditions between the Owner and Contractor.
- B. The above document is attached which has been edited to include Architect's and the Owner's modifications (54 PAGES).

END OF DOCUMENT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

1602 – City Hall & Broadway Roof Replacement
44 E. Downer Place; 77 S. Broadway
Aurora, Illinois 60505

THE OWNER:

(Name, legal status and address)

City of Aurora
44 E. Downer Place
Aurora, Illinois 60505

THE ARCHITECT:

(Name, legal status and address)

Kluber, Inc.
41 W. Benton Street
Aurora, Illinois 60506

TABLE OF ARTICLES

1	GENERAL PROVISIONS
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3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
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9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

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

Init.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, *City of Aurora Front End Documents*, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. *(Sentence Deleted)*

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

§ 1.2.2.1 *Sections of Division 1 - General Requirements govern the execution of the Work of all Sections of the specifications.*

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. *These Instruments of Service are the tangible rendering of professional opinions and service for the Owner and are not, therefore, a commodity, product or good. No warranties, express or implied, are made by the Architect to the Contractor concerning those Instruments of Service.* The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.1.3 The Owner's rights under this Article 2 for Contractor's deficiencies in the Work are not the Owner's sole remedies, but are cumulative and may be exercised along with any other rights of the Owner as permitted by law.

§ 2.2 (Deleted)

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. *The furnishing of survey(s) by the Owner is not a guarantee of the accuracy of the information contained therein and shall not relieve the Contractor of its duties under the Contract Documents in general. The submission of a bid for the Work implies that the Contractor has examined the site, taking into consideration all such conditions that may affect the Work, regardless of the information contained in the survey(s).*

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

§ 2.3.6 The Owner shall furnish to the Contractor one (1) PDF copy of the Contract Documents for the purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.7 Any information furnished by the Owner shall not constitute a representation by the Owner or Architect concerning site conditions.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out or is otherwise deficient in carrying out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of notice from the Owner to commence and/or continue correction of such default, neglect or other deficiency with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or other failure, are subject to prior evaluation by the Architect, and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the actual cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 *Execution of the Contract by the Contractor is a representation by the Contractor that, prior to the submission of its bid, the Contractor has (1) thoroughly examined the Contract Documents and determined them to be full, complete and sufficient to enable the Contractor to construct the Work outlined therein, in accordance with applicable laws and regulations, for an amount not in excess of the Contract Sum on or before the date(s) of Substantial Completion established in the Agreement; (2) visited and examined the Project site and is familiar with all of the conditions thereon; (3) examined the nature, location and character of the general area in which the Project is located, including, without limitation, its climactic conditions, available labor supply, labor costs and available equipment supply and costs; and (4) examined the quality and quantity of materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.*

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's

review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, irrigation, petroleum pipelines, and other underground utilities and structures. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.3.4 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work, including without limitation, deliveries, storage, installations, and construction utilities with that of all others on the Project. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective method of overall installation.

§ 3.3.5 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

§ 3.3.6 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing

underground and surface utilities and structures, and protect them from damage. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor, shall be paid by Contractor.

§ 3.3.7 The Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner and Architect before commencing Work, and review the placement of the building and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started.

§ 3.4 Labor and Materials

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

§ 3.4.2 *After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 01 60 00 - Product Requirements.*

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

§ 3.4.4 *The Contractor shall maintain harmonious labor relations on the job site. If a labor problem arises or any person(s) employed by the Contractor on the Work appear to the Owner to be Incompetent or conduct himself in a disorderly or improper manner, such person(s) shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.*

§ 3.4.5 *To the extent that the Prevailing Wage Act applies, the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Owner as required by Statute including certified payroll or, in lieu thereof, a certified letter stating that the Contractor is exempt from the application of the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.*

§ 3.4.6 *In the event of a labor dispute resulting in a slow-down or in the cessation or suspension of work, the Contractor shall not be relieved of its obligations to provide labor or for timely progress and completion of the work. In such event, the notice provisions contained in Section 2.4 shall not apply. Instead, the Contractor shall be automatically deemed to be in default and to have committed a breach of contract unless said work stoppage or slow-down is remedied to the Owner's satisfaction in accordance with this Section. In the event of a work stoppage due to a labor dispute, the Contractor shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a labor dispute, the Contractor shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the work. In the alternative, the Owner shall have the option to*

replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to the Owner's cost of replacing or supplementing labor. If the balance of the contract sum is not sufficient to cover such amounts, the contractor shall pay the difference to the Owner. The Owner may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond and payment bond. If any labor dispute necessitates legal action or legal intervention by the Owner, or in the event that the Owner otherwise takes legal action to enforce the terms of this section, the Contractor shall be responsible for the Owner's attorney's fees and court costs, without prejudice to any other remedies that the Owner may have.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

The Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax. Any taxes for which the Owner is not exempt shall be paid by the Contractor.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **7 days** after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. *The Contractor accepts these procedures and therefore voluntarily waives any and all other rights it may have by operation of statute including but not limited to any statutory right to stop the work pending resolution of any claim for additional time or additional compensation or equitable adjustments for allegedly changed conditions that Contractor may otherwise enjoy by operation of the Illinois Public Construction Contract Act.*

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. *The Superintendent shall have knowledge of, and control over, the entirety of the Work, and upon request of the Owner or Architect, the Superintendent shall communicate directly to the Owner.*

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 *The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall indicate the proposed completion dates for the various subdivisions of the Work, as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to the Architect with Contractor's Application for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Completion for the Work or any phase of the Work beyond the date(s) of Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule. The Owner may, at its discretion, choose to withhold any payment due the Contractor until an updated schedule is submitted. The Owner's or Architect's failure to object*

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 *To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Act.*

§ 3.18.1.1 *The words "claim", "damage", "loss" and "expense" as used in this Contract shall be construed to include, but be not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review. The Contractor and every subcontractor expressly waive all so-called Kotecki rights under the Illinois workers' compensation statutes even though the Owner has retained all such rights.*

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or

performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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

- 1) *For the Contractor, for any Work performed by the Contractor's own forces: 10 percent of the cost.*
- 2) *For the Contractor, for Work performed by his Subcontractor: 5 percent of the amount due the Subcontractor.*
- 3) *For each Subcontractor or Sub-subcontractor involved, for any Work performed by the Subcontractor's own forces: 10 percent of the cost.*
- 4) *For each Subcontractor, for Work performed by his Sub-subcontractors: 5 percent of the amount due the Sub-subcontractor.*
- 5) *All proposals, except those less than \$200.00, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$200.00 be approved without such itemization.*

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit *in accordance with Section 7.1.4*, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

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

§ 8.3.1.1 The Contractor shall not participate in any secondary boycotts or honor any informational picket lines and shall not receive credit for days or costs associated with any such labor action.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

§ 9.3.2.1 In accordance with Section 9.3.2, the Contractor shall be permitted to make written petition to the Owner requesting payment for 75% of the cost of materials and equipment suitably stored off the site at a location agreed upon in writing between the Owner and the Contractor. In order to receive such payment, title to the materials and/or equipment must pass to the Owner; the materials and/or equipment must be stored in a protected, insured facility agreed to by the Owner, with the Owner named as an additional insured; and all storage costs and costs associated with handling and transporting the materials and/or equipment to the Project site must be paid for by the Contractor.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. *The payment shall be sufficient to increase the total payments to 95 percent of the Contract sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.*

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under

Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.4

(Paragraphs deleted)

(Deleted)

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 *Contractor's Insurance – Refer to Owner's Front End Documents.*

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

(Paragraphs deleted)

§ 13.4.7 The cost of any requested retest will be borne by the party requesting the retest, unless the retest shows that the original test or the Work being tested was in error or defective, and in such event, the cost of the retest shall be borne by the other party.

§ 13.5 (Deleted)

All references to interest payments throughout the Contract Documents are hereby voided. Payment is governed by the Illinois Local Government Prompt Payment Act.

§ 13.6 Regulations

§ 13.6.1 The Contractor or Subcontractor warrants that he is familiar with and he shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

§ 13.6.2 Whenever required, the Contractor or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 13.6.3 Each bidder shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and each bidder agrees as evidenced by his submission of a bid to comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 13.6.5 At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.) and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act.

§ 13.6.6 By execution of this Contract, the Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Subcontractor takes responsibility to ensure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 13 and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

§ 13.7 Record Keeping

§ 13.7.1 The Contractor and every Subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract and shall make all such materials available at the office of the Owner at any reasonable time during the term of this contract and for the length of time established by law or five (5) years, whichever is longer, from the date of final payment to Contractor or termination of this Contract for audit, inspection and copying upon Owner's request. The Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, the Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then the Contractor shall so notify the Owner and, if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to the Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then the Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

(Paragraphs deleted)

§ 15.1.7 (Deleted)

§ 15.2 Initial Decision

§ 15.2.1 *Claims, excluding those arising under Sections 10.3, 10.4 and 11.5, may be referred to the Initial Decision Maker for action. A decision by the Initial Decision Maker shall not be binding and shall not be required as a condition precedent to litigation.*

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for

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City of Aurora
44 E. Downer Place
Aurora, Illinois 60505

...

Kluber, Inc.
41 W. Benton Street
Aurora, Illinois 60506

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15 CLAIMS AND DISPUTES

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

...

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

§ 1.2.2.1 Sections of Division 1 - General Requirements govern the execution of the Work of all Sections of the specifications.

...

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

...

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. These Instruments of Service are the tangible rendering of professional opinions and service for the Owner and are not, therefore, a commodity, product or good. No warranties, express or implied, are made by the Architect to the Contractor concerning those Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

...

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

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite

AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.1.3 The Owner's rights under this Article 2 for Contractor's deficiencies in the Work are not the Owner's sole remedies, but are cumulative and may be exercised along with any other rights of the Owner as permitted by law.

§ 2.2 Evidence of the Owner's Financial Arrangements (Deleted)

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

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

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

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

...

~~§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work; furnishing of survey(s) by the Owner is not a guarantee of the accuracy of the information contained therein and shall not relieve the Contractor of its duties under the Contract Documents in general. The submission of a bid for the Work implies that the Contractor has examined the site, taking into consideration all such conditions that may affect the Work, regardless of the information contained in the survey(s).~~

...

~~§ 2.3.6 Unless otherwise provided in the Contract Documents, the The Owner shall furnish to the Contractor one (1) PDF copy of the Contract Documents for the purposes of making reproductions pursuant to Section 1.5.2. Section 1.5.2.~~

§ 2.3.7 Any information furnished by the Owner shall not constitute a representation by the Owner or Architect concerning site conditions.

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If the Contractor defaults or neglects to carry out or is otherwise deficient in carrying out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ seven-day period after receipt of notice from the Owner to commence ~~and~~ and/or continue correction of such ~~default or neglect~~ default, neglect or other deficiency with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect ~~the Contractor, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or other failure, are subject to prior evaluation by the Architect, and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure.~~ actual cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of *by the Contractor that, prior to the submission of its bid, the Contractor has (1) thoroughly examined the Contract Documents and determined them to be full, complete and sufficient to enable the Contractor to construct the Work outlined therein, in accordance with applicable laws and regulations, for an amount not in excess of the Contract Sum on or before the date(s) of Substantial Completion established in the Agreement; (2) visited and examined the Project site and is familiar with all of the conditions thereon; (3) examined the nature, location and character of the general area in which the Project is located, including, without limitation, its climactic conditions, available labor supply, labor costs and available equipment supply and costs; and (4) examined the quality and quantity of materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.*

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§ 3.2.5 Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, irrigation, petroleum pipelines, and other underground utilities and structures. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

...

§ 3.3.4 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work, including without limitation, deliveries, storage, installations, and construction utilities with that of all others on the Project. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective method of overall installation.

§ 3.3.5 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

§ 3.3.6 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing underground and surface utilities and structures, and protect them from damage. The Contractor shall repair or pay

for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor, shall be paid by Contractor.

§ 3.3.7 The Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner and Architect before commencing Work, and review the placement of the building and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 01 60 00 - Product Requirements.

...

§ 3.4.4 The Contractor shall maintain harmonious labor relations on the job site. If a labor problem arises or any person(s) employed by the Contractor on the Work appear to the Owner to be Incompetent or conduct himself in a disorderly or improper manner, such person(s) shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

§ 3.4.5 To the extent that the Prevailing Wage Act applies, the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Owner as required by Statute including certified payroll or, in lieu thereof, a certified letter stating that the Contractor is exempt from the application of the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

§ 3.4.6 In the event of a labor dispute resulting in a slow-down or in the cessation or suspension of work, the Contractor shall not be relieved of its obligations to provide labor or for timely progress and completion of the work. In such event, the notice provisions contained in Section 2.4 shall not apply. Instead, the Contractor shall be automatically deemed to be in default and to have committed a breach of contract unless said work stoppage or slow-down is remedied to the Owner's satisfaction in accordance with this Section. In the event of a work stoppage due to a labor dispute, the Contractor shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a labor dispute, the Contractor shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the work. In the alternative, the Owner shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to the Owner's cost of replacing or supplementing labor. If the balance of the contract sum is not sufficient to cover such amounts, the contractor shall pay the difference to the Owner. The Owner may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond and payment bond. If any labor dispute

necessitates legal action or legal intervention by the Owner, or in the event that the Owner otherwise takes legal action to enforce the terms of this section, the Contractor shall be responsible for the Owner's attorney's fees and court costs, without prejudice to any other remedies that the Owner may have.

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The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Owner is exempt from the Illinois Use Tax Act and the Retailer's Occupation Tax. Any taxes for which the Owner is not exempt shall be paid by the Contractor.

...

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

...

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14-7 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. The Contractor accepts these procedures and therefore voluntarily waives any and all other rights it may have by operation of statute including but not limited to any statutory right to stop the work pending resolution of any claim for additional time or additional compensation or equitable adjustments for allegedly changed conditions that Contractor may otherwise enjoy by operation of the Illinois Public Construction Contract Act.

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§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Superintendent shall have knowledge of, and control over, the entirety of the Work, and upon request of the Owner or Architect, the Superintendent shall communicate directly to the Owner.

...

§ 3.10.1 The Contractor, Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed indicate the proposed completion dates for the various subdivisions of the Work, as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to the Architect with Contractor's Application for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Completion for the Work or any phase of the Work beyond the date(s) of Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods which

Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule. The Owner may, at its discretion, choose to withhold any payment due the Contractor until an updated schedule is submitted. The Owner's or Architect's failure to object to a submitted schedule that exceeds the time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Documents shall not relieve the Contractor of its obligations to meet the time limits in the Contract Documents, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting the time limits in the Contract Documents. Similarly, the Owner's or Architect's failure to object to a Contractor's schedule showing completion in advance of the time limits in the Contract Documents shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably ~~withhold~~, withhold from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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

...

§ 3.18.1 *To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs), arising out of or resulting from the performance of the Work, Contractor's work provided that any such claim, damage, loss, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Act.*

§ 3.18.1.1 *The words "claim", "damage", "loss" and "expense" as used in this Contract shall be construed to include, but be not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) time expended by the party being*

indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review. The Contractor and every subcontractor expressly waive all so-called Kotecki rights under the Illinois workers' compensation statutes even though the Owner has retained all such rights.

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

- 1) For the Contractor, for any Work performed by the Contractor's own forces: 10 percent of the cost.
- 2) For the Contractor, for Work performed by his Subcontractor: 5 percent of the amount due the Subcontractor.
- 3) For each Subcontractor or Sub-subcontractor involved, for any Work performed by the Subcontractor's own forces: 10 percent of the cost.
- 4) For each Subcontractor, for Work performed by his Sub-subcontractors: 5 percent of the amount due the Sub-subcontractor.
- 5) All proposals, except those less than \$200.00, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$200.00 be approved without such itemization.

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, in accordance with Section 7.1.4, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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§ 8.3.1.1 The Contractor shall not participate in any secondary boycotts or honor any informational picket lines and shall not receive credit for days or costs associated with any such labor action.

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§ 9.3.2.1 In accordance with Section 9.3.2, the Contractor shall be permitted to make written petition to the Owner requesting payment for 75% of the cost of materials and equipment suitably stored off the site at a location agreed upon in writing between the Owner and the Contractor. In order to receive such payment, title to the materials and/or equipment must pass to the Owner; the materials and/or equipment must be stored in a protected, insured facility agreed to by the Owner, with the Owner named as an additional insured; and all storage costs and costs associated with handling and transporting the materials and/or equipment to the Project site must be paid for by the Contractor.

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

...

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. ~~Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~ *The payment shall be sufficient to increase the total payments to 95 percent of the Contract sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.*

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§ 9.10.4 ~~The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~
~~1 — liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
~~2 — failure of the Work to comply with the requirements of the Contract Documents;~~
~~3 — terms of special warranties required by the Contract Documents; or~~
~~4 — audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~ *(Deleted)*

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

...

§ 11.1 *Contractor's Insurance and Bonds — Refer to Owner's Front End Documents.*

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

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

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

§ 11.1.4 ~~Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by~~

the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

~~§11.5 Adjustment and Settlement of Insured Loss~~

~~§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

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

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~~§ 12.2.2.1 1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.~~

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~~§ 13.5 Interest~~

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

~~§ 13.4.7 The cost of any requested retest will be borne by the party requesting the retest, unless the retest shows that the original test or the Work being tested was in error or defective, and in such event, the cost of the retest shall be borne by the other party.~~

~~§ 13.5 (Deleted)~~

~~All references to interest payments throughout the Contract Documents are hereby voided. Payment is governed by the Illinois Local Government Prompt Payment Act.~~

~~§ 13.6 Regulations~~

§ 13.6.1 The Contractor or Subcontractor warrants that he is familiar with and he shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

§ 13.6.2 Whenever required, the Contractor or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 13.6.3 Each bidder shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and each bidder agrees as evidenced by his submission of a bid to comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 13.6.5 At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.) and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act.

§ 13.6.6 By execution of this Contract, the Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Subcontractor takes responsibility to ensure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 13 and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

§ 13.7 Record Keeping

§ 13.7.1 The Contractor and every Subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract and shall make all such materials available at the office of the Owner at any reasonable time during the term of this contract and for the length of time established by law or five (5) years, whichever is longer, from the date of final payment to Contractor or termination of this Contract for audit, inspection and copying upon Owner's request. The Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, the Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then the Contractor shall so notify the Owner and, if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to the Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then the Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

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The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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~~§ 15.1.7 Waiver of Claims for Consequential Damages~~

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

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

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.7 (Deleted)

§ 15.2.1 *Claims, excluding those* where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall *arising under Sections 10.3, 10.4 and 11.5, may be referred to the Initial Decision Maker for* initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall *action. A decision by the Initial Decision Maker shall not be binding and shall not be required as a condition precedent to* mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.*litigation.*

SECTION 01 10 00 SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: CITY HALL & BROADWAY ROOF REPLACEMENT.
- B. Owner's Name: CITY OF AURORA.
- C. Architect/Engineer's Name: Kluber Architects + Engineers.
- D. The Project consists of roof alterations to two (2) existing multi-story office buildings. Existing roofing systems will be removed to existing deck systems to allow for installation of new roof systems. Building components and systems modified or replaced as part of the work of this project have been brought up to meet the requirements of the applicable current codes.

1.02 CONTRACT DESCRIPTION

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

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 41 00.
- B. Scope of alterations work is shown on drawings.

1.04 OWNER OCCUPANCY

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

1.05 CONTRACTOR USE OF SITE AND PREMISES

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

1.06 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 00 52 00 - Agreement Form: Contract Sum, retainages, payment period.
- B. Section 00 72 00 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect/Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values to the Architect/Engineer at earliest possible date, but no later than 14 days prior to first Pay Request Meeting.
 - 1. After review by the Architect/Engineer, revise and resubmit Schedule as directed.
- E. Format: Utilize the Table of Contents of this Project Manual as a format for the listing of the Work.
- F. Identify as separate line items on the Schedule the costs for the following items: Bonds, Insurance, Site Mobilization, each Allowance scheduled in Section 01 21 00, Construction Submittals, General Conditions, Overhead And Profit, Demonstration And Training, and Closeout Submittals
 - 1. Bonds and Insurance.
 - 2. General Conditions.
 - 3. Allowances (list each Allowance on a separate line; See Section 01 21 00).
 - 4. Contractor's overhead and profit.
- G. Submit Schedule of Values in sufficient detail for the Architect/Engineer to use in evaluation of Applications for Payment.
 - 1. Itemize the cost of the work of:
 - a. Contractor's materials.
 - b. Contractor's labor.
 - c. Subcontractors' materials.

d. Subcontractors' labor.

H. Revise Schedule of Values to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.

C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect/Engineer for approval.

D. Forms filled out by hand will not be accepted.

E. For each item, provide a column for listing each of the following:

1. Item Number.
2. Description of work.
3. Scheduled Values.
4. Previous Applications.
5. Work in Place and Stored Materials under this Application.
6. Authorized Change Orders.
7. Total Completed and Stored to Date of Application.
8. Percentage of Completion.
9. Balance to Finish.
10. Retainage.

F. Execute certification by signature of authorized officer.

G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

I. Submit one pencil/draft copy of each Application for Payment to the Architect/Engineer at least 7 days prior to the due date for the submission of the Application.

J. Contractor or Architect/Engineer may schedule a Pay Request Meeting to review the pencil/draft copy of the Application for agreement with the progress of the Work.

K. After receipt of Architect/Engineer's review comments, submit three final copies, signed and notarized, of each Application for Payment.

L. Include the following with the application:

1. Transmittal letter as specified for submittals in Section 01 30 00.
2. Construction progress schedule, revised and current as specified in Section 01 30 00.
3. Contractor's partial waiver of lien in the amount of the Application for Payment as well as trailing partial waivers of lien for subcontractors and suppliers who were included in the previous Application for Payment, to the extent of that payment.
 - a. When an Application shows completion of a subcontractor or supplier item, submit a final or full waiver for that item.

- b. Waivers of lien shall be submitted on forms and executed in a manner acceptable to the Owner.
 - 4. Certified payroll records for the Contractor and for all Subcontractors and Sub-subcontractors employed on the Project who performed work on the Project during the Payment Period.
 - a. Contractor shall assemble his and all subcontractor and sub-subcontractor records prior to submitting each Application for Payment.
 - b. Applications for Payment submitted without certified payroll records or with incomplete certified payroll records will result in payment being delayed until the Contractor complies fully with the requirements set forth in the preceding paragraphs.
 - 5. Affidavits attesting to products or equipment suitably stored off-site in a bonded warehouse. Payments for materials stored off-site shall be conditioned upon submission of bills of sale, applicable insurance, and any other documentation or procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise protect the Owner's interest.
- M. When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect/Engineer will issue instructions directly to Contractor.
- C. For other required changes, Architect/Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect/Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within ten (10) days.
- E. Contractor may propose a change by submitting a request for change to Architect/Engineer, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect/Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.

2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect/Engineer.
 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 4. For change ordered by Architect/Engineer without a quotation from Contractor, the amount will be determined by Architect/Engineer based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 70 00.
 2. Procedures outlined in Article 9 of the General Conditions as amended.
 3. Additional closeout procedures specified in Section 01 77 00.
- C. The submittal of Final Waiver of Lien and the acceptance of the final payment by the Contractor shall be held to be a waiver of any and all claims against the Owner arising from, out of, or in any connection with the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 21 00
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contingency allowance.

1.02 RELATED REQUIREMENTS

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

1.03 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, payroll, taxes and equipment rental will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. Bond, insurance, overhead and profit fees on Change Orders paid out of Contingency Allowances will not be permitted. The Contractor must carry in its Base Bid OH&P costs on Contingency Allowance funds expenditures.
- D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

- A. Contingency Allowance: Include in the Base Bid the stipulated sum of \$20,000.00 for use upon Owner's instructions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Architect/Engineer-provided CAD files.
- G. Number of copies of submittals.
- H. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions: Dates for applications for payment.
- B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect/Engineer.
 - 3. Contractor.
- C. Agenda:
 - 1. Architect will prepare agenda for this meeting.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.

4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
6. Scheduling.

D. Architect will record minutes and distribute copies to participants.

3.02 PROGRESS MEETINGS

A. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

B. General Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:

1. Contractor.
2. Owner.
3. Architect/Engineer.
4. Contractor's superintendent.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of RFIs log and status of responses.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of progress schedule.
9. Corrective measures to regain projected schedules.
10. Planned progress during succeeding work period.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.

B. If preliminary schedule requires revision after review, submit revised schedule within 7 days.

C. Submit updated schedule with each Application for Payment.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect/Engineer for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

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

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets: Not Larger Than 11 x 17 inches. Submit two (2) paper copies, one of which will be retained by Architect/Engineer. Contractor shall make his own copies from the original returned by the Architect.

- a. Contractor's Option: In lieu of paper copies indicated above, submit in Adobe PDF electronic file format via email. Architect will return a reviewed copy in Adobe PDF electronic file format via email. Create PDFs at native size and right-side up; illegible files will be rejected.
 - 2. Large Size Sheets: Larger Than 11 x17 inches; 36 x 48 inches maximum. Submit two (2) paper copies, one of which will be retained by Architect/Engineer. Electronic file format (PDF or other) is NOT acceptable. Contractor shall make his own copies from the original returned by the Architect.
- B. Documents for Information: Submit one copy.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect/Engineer.
- 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
- 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Transmit each submittal with AIA Form G810.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Deliver submittals to Architect/Engineer at business address.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow 20 days excluding delivery time to and from the Contractor.
- J. Clearly identify variations from the Contract Documents. Regardless of the type of variation, Contractor is solely responsible for errors in the field that arise from submittal variations from the requirements of the Contract Documents if those variations were not expressly noted to specifically identify for and describe to the reviewer the nature of the variation from the Contract Documents.

- K. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- L. Correlate submitted items with specified products; clearly indicate the specified product that corresponds to each submitted item.
- M. When options or optional features available for a Product are indicated in a submittal, and selections for those options/features are indicated in the Contract Documents, identify on the submittal the selection indicated in the Contract Documents.
- N. Provide space for Contractor and Architect/Engineer review stamps.
- O. When revised for resubmission, using clouds, highlights or other means acceptable to the Architect, identify all changes made since previous submission. Resubmittals that do not clearly identify all changes may be delayed and/or returned to the Contractor unreviewed.
- P. The Contractor is entitled to one (1) resubmittal of any Shop Drawing, Product Data, or Closeout Submittal item rejected by the Architect or returned by the Architect for further action. Thereafter, the Contractor shall pay the cost of all further Architect's reviews of Shop Drawing, Product Data or Closeout Submittal, at a rate of \$200.00/hour. Cost of such further reviews will be deducted from the Contract Sum by Change Order.
- Q. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- R. Submittals not requested will not be recognized or processed.
- S. Submittal reviews may be delayed and/or submittals may be returned unreviewed for any of the following reasons:
 - 1. Submittals submitted outside the scheduled dates of the Submittal Schedule.
 - 2. Submittals are incomplete or are missing information.
 - 3. Submittals are not submitted in accordance with procedures outlined in this Section (i.e. spec Section number not indicated, missing Contractor's review stamp, submitted items not correlated with specified products).

END OF SECTION

ELECTRONIC DATA TRANSFER CONSENT FORM

Project Name: CITY HALL & BROADWAY ROOF REPLACEMENT
44 E. DOWNER PLACE; 77 S. BROADWAY
AURORA, ILLINOIS 60505

Project No.: 25-130-1602

Owner: CITY OF AURORA

Your Work: _____

KLUBER, INC. (hereinafter referred to as "Kluber") an Illinois corporation, is providing electronic data to you solely at your request and for your convenience. By accepting and opening any of the electronic data files, you agree that Kluber bears no liability for the data or its transmission to you and that you are solely liable for any and all claims referring or relating to any and all products you, or your Subcontractors, may generate with the data.

You acknowledge that you have a limited non-exclusive license to use the information solely in connection with your work on the project captioned above, and that Kluber retains all rights, including copyright, to the data.

Acknowledged by: _____
(Printed Name) (Signature)

Company: _____

Date: _____ Email: _____

Architectural Floor Plans are transmitted for the contractors' use as backgrounds for shop drawings and as-built drawings, and, as such, contain graphic information for column grid, walls, floors, stairs, doors, windows, room numbers, ceiling grid, lights, diffusers and sprinkler heads where indicated on Bid Documents. Plans do not contain title blocks, keynotes, schedules, mechanical ductwork and equipment, electrical device symbols, circuit numbers and home runs, plumbing equipment, piping runs and riser diagrams, and architectural/engineering text and details. Plans depict entire floors and are not formatted, partial plans as depicted in the Bidding Documents. Files are provided in R2013 .DWG format.)

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Testing and inspection agencies and services.
- D. Contractor's design-related professional design services.
- E. Control of installation.
- F. Tolerances.
- G. Manufacturers' field services.
- H. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 41 00 - Regulatory Requirements.
- B. Section 01 42 00 - References.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).
- B. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2023.
- C. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- D. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.
- E. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

1.04 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Submittals
- B. Designer's Qualification Statement: Submit for Architect/Engineer's knowledge as contract administrator, or for Owner's information.

1. Include information for each individual professional responsible for producing, or supervising production of, design-related professional services provided by Contractor.
 - a. Full name.
 - b. Professional licensure information.
 - c. Statement addressing extent and depth of experience specifically relevant to design of items assigned to Contractor.
- C. Design Data: Submit for Architect/Engineer's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
 1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.
 2. Include required product data and shop drawings.
 3. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.
 4. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect/Engineer and to Contractor.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect/Engineer, provide interpretation of results.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect/Engineer, in quantities specified for Product Data.
 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect/Engineer.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.06 QUALITY ASSURANCE

A. Testing Agency Qualifications:

1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.07 REGULATORY REQUIREMENTS - SEE SECTION 01 41 00

1.08 REFERENCES AND STANDARDS - SEE SECTION 01 42 00

1.09 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Contractor Employed Agency:

1. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

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

3.04 MANUFACTURERS' FIELD SERVICES

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

3.05 DEFECT ASSESSMENT

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

END OF SECTION

**SECTION 01 41 00
REGULATORY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General.
- B. Definitions.
- C. Quality Assurance.
- D. Regulatory Requirements.

1.02 RELATED SECTIONS

- A. Section 01 42 00 - References.

1.03 GENERAL

- A. Comply with all applicable laws, rules, regulations, codes and ordinances.
- B. If the Contractor observes that the Contract Documents may be at variance with specified codes, notify the Architect/Engineer immediately. Architect/Engineer shall issue all changes in accordance with the General Conditions.
- C. It shall not be the Contractor's primary responsibility to make certain that the Contract Documents are in accordance with all applicable laws, rules and regulations, however, when the Contractor performs work knowing or having reason to know that the work in question is contrary to applicable laws, rules, and regulations, and fails to notify the Architect/Engineer, the Contractor shall pay all costs arising therefrom.

1.04 DEFINITIONS

- A. Definitions:
 - 1. Codes: Codes are statutory requirements, rules or regulations of governmental entities.
 - 2. Standards: Standards are requirements that have been established as accepted criteria, set general consent.

1.05 QUALITY ASSURANCE

- A. The Architect/Engineer has designed the project to applicable code requirements and has copies of said codes available for the Contractor's inspection.
- B. The Contractor shall:
 - 1. Ensure that copies of codes and standards referenced herein or specified in individual specifications sections are available to Contractor's personnel, agents, and Sub-Contractors.
 - 2. Ensure that Contractor's personnel, agents, and Sub-Contractors are familiar with the workmanship and requirements of applicable codes and standards.

1.06 REGULATORY REQUIREMENTS

- A. Source and Requirements: Verify amendments with local code officials.

1. Local code requirements:
 - a. ICC International Building Code, 2015 Edition.
 - b. ICC International Mechanical Code, 2015 Edition.
 - c. ICC International Fire Code, 2015 Edition.
 - d. ICC International Fuel and Gas Code, 2015 Edition.
 - e. ICC International Existing Building Code, 2015 Edition.
 - f. National Electrical Code, 2014 Edition. (NFPA 70)
2. State code requirements:
 - a. Capital Development Board (CDB):
 - 1) ICC A117.1 and its references to the 2018 Illinois Accessibility Code.
 - 2) Illinois Energy Conservation Code (ICC) International Energy Conservation Code, 2021 Edition, with State of Illinois modifications.
 - b. Illinois Department of Labor (IDOL): Safety Glazing Materials Act - Illinois Revised Statutes, chap. 111 1/2, paragraph 3101, et seq.
 - c. Illinois Department of Public Health (IDPH):
 - 1) Illinois Plumbing Code (Illinois Administrative Code, Title 77, Chapter I, Subchapter r, Part 890) - Latest edition.
 - d. Illinois Environmental Protection Agency (IEPA):
 - 1) Air-Pollution Standards.
 - 2) Noise Pollution Standards.
 - 3) Water Pollution Standards.
 - 4) Public Water Supplies
 - 5) Solid Waste Standards.
 - 6) Illinois Recommended Standards for Sewage Works (Illinois Administrative Code, Title 35, Subtitle C, Chapter II, Part 370).
 - e. Illinois State Fire Marshal (OSFM):
 - 1) Boiler & Pressure Vessel Safety Code (Illinois Administrative Code, Title 44, Chapter I, Part 120).
 - 2) Illinois Rules & Regulations for Fire Prevention & Safety (as amended).
 - 3) Gasoline and Volatile Oils (Illinois Revised Statutes, chap. 17 1/2, paragraph 31, et seq.).
3. Information and Requirements for Utility Services: Local utility companies.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 42 00 REFERENCES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Drawing symbols, abbreviations and acronyms.
- B. Definitions of terms used throughout the Contract Documents.
- C. Explanation of specification format and content.
- D. Requirements relating to referenced standards.
- E. Applicability of referenced standards.
- F. List of industry organizations and certain of their respective documents.

1.02 DRAWING SYMBOLS AND CONVENTIONS

- A. Abbreviations and graphic symbols are defined on the General Notes, Symbols & Abbreviations sheet of the drawings.
- B. Generally, symbols used on the mechanical and electrical drawings conform to those recommended by ASHRAE, though, where appropriate, these symbols are supplemented by more specific symbols as recommended by ASME, ASPE, or the IEEE.

1.03 DEFINITIONS

- A. Where the terms "indicated", "noted", "scheduled", "shown", or "specified" are used it is to help locate the reference; no limitation on location is intended except as specifically noted.
- B. Where the terms "directed", "requested", "authorized", "approved", are used as in "directed by the Architect/Engineer", no implied meaning shall be construed to extend the Architect/Engineer's responsibilities into the Contractor's purview of construction supervision.
- C. Where the term "approved" is used in conjunction with the Architect/Engineer's action on submittals, requests or applications it is limited to the duties of the Architect/Engineer as described in the Agreement, and the General and Supplemental Conditions of the Contract. Such use of the term "approval" shall not limit or release the Contractor from his responsibility to fulfill Contract requirements.
- D. Where the term "regulations" is used it means all applicable statutes, laws, ordinances, and orders issued by authorities having jurisdiction, as well as construction industry standards, rules, or conventions that address performance of the Work.
- E. Where the term "furnish" is used it means supply, deliver, and unload to the construction site ready for assembly and incorporation into the Work.
- F. Where the term "install" is used it is meant to describe operations at the job site to include unloading, assembling, placing, anchoring, finishing, protecting, cleaning and all other similar operations required to fully incorporate an item into the Work.

- G. Where the term "provide" is used it means "furnish and install" as defined above.
- H. The "Project Site" is the space available to the Contractor for performance of construction activities. The Project Site may be for the exclusive use of the Contractor and his activities or may be used in conjunction with others with others performing other construction or related activities on the Project. The Extent of the Project Site is indicated on the drawings.

1.04 SPECIFICATION FORMAT AND CONTENT

- A. These Specifications are based on the Construction Specification Institute's 49 Division format and numbering system.
- B. Language used in the Specifications and other Contract Documents is an abbreviated type. Implied words and meanings will appropriately interpreted.
- C. Requirements expressed in imperative and streamlined language are to be performed by the Contractor. At certain locations in the text, subjective language may be used to describe responsibilities that must be fulfilled indirectly by the Contractor or others.
 - 1. Whenever a colon (:) is used within a sentence or phrase, it shall be construed to mean the words "shall be".
- D. Use of certain terms such as "carpentry" is not intended to imply that certain activities must be performed by accredited or unionized individuals of a corresponding generic name. The Specifications do, however, require that certain construction activities shall be performed by specialists who are recognized experts in the operations to be performed. Specialists shall be used for said activities, however the final responsibility for fulfilling the requirements of the Contract remains the Contractor's.

1.05 QUALITY ASSURANCE

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

1.06 APPLICABILITY OF INDUSTRY STANDARDS

- A. Construction industry standards shall have the same force and effect as if bound or copied directly in the Contract Documents, except where more stringent requirements are specified. All such applicable standards are made a part of the Contract Documents by reference.
 - 1. Where compliance with two or more standards are referenced and conflicting requirements for quality or quantities occur, comply with the more stringent requirements. Refer questions regarding apparently conflicting standards to the Architect for a decision before proceeding.
 - 2. The standard of quality or quantity levels specified, shown, or referenced shall be the minimum to be provided or performed. Refer questions regarding standards of minimum quality or quantity to the Architect before proceeding.

1.07 CONSTRUCTION INDUSTRY ORGANIZATIONS AND DOCUMENTS

- A. AABC -- ASSOCIATED AIR BALANCE COUNCIL
- B. AAMA -- AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION
- C. ACI -- AMERICAN CONCRETE INSTITUTE INTERNATIONAL
- D. ADC -- AIR DIFFUSION COUNCIL
- E. AGA -- AMERICAN GAS ASSOCIATION
- F. ANSI -- AMERICAN NATIONAL STANDARDS INSTITUTE
- G. APA -- APA - THE ENGINEERED WOOD ASSOCIATION
- H. ASCA -- ARCHITECTURAL SPRAY COATERS ASSOCIATION
- I. ASHRAE -- AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS, INC.
- J. ASME -- THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS
 - 1. ASME A17.1 - Safety Code for Elevators and Escalators; 2004.
- K. ASTM -- AMERICAN SOCIETY FOR TESTING AND MATERIALS
- L. AWI -- ARCHITECTURAL WOODWORK INSTITUTE
- M. AWPA -- AMERICAN WOOD-PRESERVERS' ASSOCIATION
- N. BHMA -- BUILDERS HARDWARE MANUFACTURERS ASSOCIATION
- O. CISCA -- CEILINGS & INTERIOR SYSTEMS CONSTRUCTION ASSOCIATION
- P. CPSC -- CONSUMER PRODUCTS SAFETY COMMISSION
- Q. CRI -- CARPET AND RUG INSTITUTE
- R. CTI -- COOLING TECHNOLOGY INSTITUTE
- S. DHI -- DOOR AND HARDWARE INSTITUTE
- T. ESD -- ELECTROSTATIC DISCHARGE ASSOCIATION

U. FM -- FACTORY MUTUAL RESEARCH CORPORATION
 V. GA -- GYPSUM ASSOCIATION
 W. GANA -- GLASS ASSOCIATION OF NORTH AMERICA
 X. GREENSEAL -- GREEN SEAL
 Y. ICC -- INTERNATIONAL CODE COUNCIL, INC.
 Z. IEEE -- INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS
 AA. ISO -- INTERNATIONAL STANDARDS ORGANIZATION
 BB. MPI -- MASTER PAINTERS INSTITUTE (MASTER PAINTERS AND DECORATORS ASSOCIATION)
 CC. NAAMM -- THE NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS
 DD. NCMA -- NATIONAL CONCRETE MASONRY ASSOCIATION
 EE. NEBB -- NATIONAL ENVIRONMENTAL BALANCING BUREAU
 FF. NECA -- NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
 GG. NELMA -- NORTHEASTERN LUMBER MANUFACTURERS ASSOCIATION, INC.
 HH. NEMA -- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
 II. NFPA -- NATIONAL FIRE PROTECTION ASSOCIATION
 JJ. NGA -- NATIONAL GAS ASSOCIATION
 KK. NPCA -- NATIONAL PAINT AND COATINGS ASSOCIATION
 LL. NRCA -- NATIONAL ROOFING CONTRACTORS ASSOCIATION
 MM. PCA -- PORTLAND CEMENT ASSOCIATION
 NN. PIMA -- POLYISOCYANURATE INSULATION MANUFACTURERS ASSOCIATION
 OO. SDI -- STEEL DOOR INSTITUTE
 PP. SGCC -- SAFETY GLAZING CERTIFICATION COUNCIL
 QQ. SIGMA - SEALED INSULATING GLASS MANUFACTURERS ASSOCIATION (See IGMA)
 RR. SMACNA -- SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION, INC.
 SS. SSPC -- THE SOCIETY FOR PROTECTIVE COATINGS
 TT. SWRI -- SEALANT, WATERPROOFING AND RESTORATION INSTITUTE
 UU. UL -- UNDERWRITERS LABORATORIES INC.

- VV. USG -- UNITED STATES GYPSUM
 - 1. USG (HB) - Gypsum Construction Handbook; Seventh Edition.
- WW. USGBC -- U. S. GREEN BUILDING COUNCIL
- XX. WWPA -- WESTERN WOOD PRODUCTS ASSOCIATION

1.08 UNITED STATES GOVERNMENT AND RELATED AGENCIES/DOCUMENTS

- A. CFR -- CODE OF FEDERAL REGULATIONS
- B. CPSC -- CONSUMER PRODUCTS SAFETY COMMISSION
- C. EPA -- ENVIRONMENTAL PROTECTION AGENCY
- D. FS -- FEDERAL SPECIFICATIONS AND STANDARDS (General Services Administration)
- E. GSA -- U.S. GENERAL SERVICES ADMINISTRATION
- F. USGS -- UNITED STATES GEOLOGICAL SURVEY

1.09 STATE GOVERNMENT AND RELATED AGENCIES/DOCUMENTS

- A. CDB -- ILLINOIS CAPITAL DEVELOPMENT BOARD
- B. IDOL -- ILLINOIS DEPARTMENT OF LABOR
- C. IDPH -- ILLINOIS DEPARTMENT OF PUBLIC HEALTH
- D. IEPA -- ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
- E. OSFM -- OFFICE OF THE ILLINOIS STATE FIRE MARSHAL.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power , consisting of connection to existing facilities.
- B. Existing facilities may be used.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. One (1) mobile cellular telephone for each of Contractor's and any Subcontractor's field personnel.

1.04 TEMPORARY SANITARY FACILITIES

- A. Use of existing facilities located at lower level is permitted.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

1.05 BARRIERS

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

1.06 EXTERIOR ENCLOSURES

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

1.07 SECURITY

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

1.08 VEHICULAR ACCESS AND PARKING

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

1.09 WASTE REMOVAL

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTALS

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

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Designed, manufactured, and tested in accordance with industry standards.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, or equal to or superior product as approved by Architect in accordance with Section L of the Instruction to Bidders.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for equal to or superior to substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain Owner's signature on receipt for delivery prior to final payment. Submit signed receipts with Closeout Submittals.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. Substitutions Prior To Bid Opening: Architect/Engineer will consider a written request for substitution provided that such request is received at least seven (7) days prior to the Bid opening date. Requests received after that time will not be considered.
 - 1. If a request is approved, the Architect/Engineer will issue an appropriate addendum not less than three (3) days prior to the Bid opening date.
- B. Substitutions After Notice of Award: Architect/Engineer and Owner will consider a request for substitution only under one or more of the following conditions:
 - 1. Substitution is required for compliance with final interpretation of code requirements or insurance regulations.
 - 2. Specified product is not available through no fault of the Contractor.
 - 3. Specified product is not compatible with other specified materials/equipment.
 - 4. Manufacturer will not certify or warranty specified product as required.
 - 5. Owner shall have final approval of any substitutions requested after notice of award in accordance with Section 3.01B.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Agrees to reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction over the Project.
- D. Substitutions of products or product characteristics/components/accessories will not be considered when they are indicated or implied on Contractor's submittals, without separate written request, or when acceptance will require revision to the Contract Documents, whether rejection of said substitutions is expressly identified by Architect/Engineer on Contractor's submittals or not.

3.02 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 10 00 - Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.

2. Arrange and pay for product delivery to site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

C. Contractor's Responsibilities:

1. Review Owner reviewed shop drawings, product data, and samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.
5. Make final connections to Owner-provided equipment, and test equipment.

3.03 TRANSPORTATION AND HANDLING

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

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other

contaminants.

- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SUBSTITUTION REQUEST FORM

PROJECT: CITY HALL & BROADWAY ROOF REPLACEMENT

SPECIFIED ITEM: _____

Specification Section	Page	Paragraph	Description
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The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

Attached data includes project description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Printed Name_____
Signature_____
Date_____
Firm_____
Telephone_____
Email

Attachments (list): _____

For Use By The Architect/Engineer:

☐ Accepted ☐ Accepted As Noted☐ Not Accepted ☐ Received Too Late

By: _____

Date: _____

Remarks: _____

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- G. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 50 00 - Temporary Facilities and Controls: Temporary interior partitions.
- D. Section 01 77 00 - Closeout Procedures: Additional requirements for Project Closeout.
- E. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.

- c. Necessity for cutting or alteration.
- d. Description of proposed work and products to be used.
- e. Alternatives to cutting and patching.
- f. Effect on work of Owner or separate Contractor.
- g. Written permission of affected separate Contractor.
- h. Date and time work will be executed.

C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
 - 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 - 3. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.
- D. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

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

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect/Engineer before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.
 - 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 2. Remove items indicated on drawings.
 3. Relocate items indicated on drawings.
 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 10 00 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.

2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect/Engineer review and request instructions.
 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.

- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

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

3.09 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.

- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. See Section 01 77 00 for additional requirements.
- B. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect/Engineer and Owner.
- C. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- D. Notify Architect/Engineer when work is considered ready for Architect/Engineer's Substantial Completion inspection.
- E. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's Substantial Completion inspection.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect/Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect/Engineer.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Accompany Project Coordinator on Contractor's preliminary final inspection.
- I. Notify Architect/Engineer when work is considered finally complete and ready for Architect/Engineer's Substantial Completion final inspection.
- J. Complete items of work determined by Architect/Engineer listed in executed Certificate of Substantial Completion.

3.11 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Substantial Completion Procedures.
- B. Final Completion Procedures.

1.02 RELATED REQUIREMENTS:

- A. Section 01 10 00 - Summary.
- B. Section 01 78 00 - Closeout Submittals.

1.03 SUBSTANTIAL COMPLETION PROCEDURES

- A. Pre-Substantial Completion Conference:
 - 1. General Contractor to schedule a Pre-substantial Completion Conference 15 days prior to the date of Substantial Completion, prepare an agenda with copies for the participants and preside over the meeting.
 - 2. Attendance Required: Contractor, Architect/Engineer and Owner.
 - 3. Minimum Agenda:
 - a. Schedule dates of Substantial Completion and Owner occupancy.
 - b. Schedule dates for Initial Punch Lists of respective Subcontractors to be produced.
 - c. Schedule date for written request for Substantial Completion.
 - d. Schedule target date for completion of Initial Punch List items.
 - e. Schedule delivery times for Owner-furnished items to be installed by Contractor, Owner's own forces or others under separate Contracts.
 - f. Schedule dates for Demonstration and Training of equipment and systems specified.
 - g. Schedule completion dates of testing and balancing reports for engineered Systems.
 - h. Scheduling and Sequencing of Construction operations around areas partially occupied.
 - i. Review job site security during transition of Owner occupancy.
 - j. Schedule dates for final inspections from authorities having jurisdiction for Occupancy Permits.
 - k. Review protocol for claims from potential move-in damage.
 - l. Review procedures for final cleaning.
 - m. Review potential concerns regarding environmental conditions.
 - 4. Record minutes and distribute copies within three days after meeting to participants and those affected by decisions made.
- B. Substantial Completion Procedures will be in accordance with the General Conditions of the Contract for Construction, Article 9.8 and include the following:
 - 1. When the Work or a portion of the Work is considered to be substantially complete, the Contractor inspects the project and prepares a comprehensive list of outstanding items to be completed or corrected, Initial Punch List.
 - 2. Contractor submits notice of Substantial Completion.
 - 3. Contractor completes items on the Initial Punch List.

4. Architect/Engineer inspects the project to verify substantial completion and prepares a Final Punch List.
5. Architect/Engineer prepares Certificate of Substantial Completion, acceptance is required by Owner and Contractor.

1.04 FINAL COMPLETION PROCEDURES

- A. Final Completion Procedures will be in accordance with the General Conditions of the Contract for Construction, Article 9.10, and include the following:
 1. When items on Initial and Final Punch Lists are complete, the Contractor submits notice of final completion and final application for payment.
 2. Contractor submits Final Closeout Submittals as specified in Section 01 78 00.
 3. Architect inspects project and verifies the Work is acceptable and conforms with the Contract Documents.
 4. Architect processes final application for payment and closeout submittals.

1.05 CORRECTION PERIOD

- A. Correction Period commences on the date of Substantial Completion and expires two years from that date.
- B. Owner: document non-conforming or defective work over course of Correction Period. Notify Contractor in writing of nonconforming or defective work. Copy Architect/Engineer.
 1. Life safety issues requiring immediate corrective work: Contact Contractor for action.
- C. Post Construction Walk Through:
 1. Time: eleven months after the date of Substantial Completion convene a meeting on site.
 2. Attendees: Architect/Engineer, Owner's Representative, End User and Maintenance Staff.
 3. Minimum Agenda:
 - a. Review Owner's list of non-conforming or defective work.
 - b. Conduct a walk through of the building and grounds.
 - c. Prepare a list of additional non-conforming or defective work items.
 4. Architect/Engineer:
 - a. Prepare written report of findings within two weeks of meeting.
 - b. Notify Contractor of impending corrective work requiring action.
 - c. Monitor execution of corrective Work.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

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

1.03 SUBMITTALS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

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

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

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

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

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

- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.
 - 4. Design Data: To allow for addition of design data furnished by Architect/Engineer or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.
 - a. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3.05 WARRANTIES AND BONDS

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

END OF SECTION

SECTION 02 41 00 DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 00 31 24 - Environmental Assessment Information: Existing building survey conducted by Owner; information about known hazardous materials.
- B. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- C. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

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

PART 3 EXECUTION

2.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with requirements in Section 01 70 00.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Use of explosives is not permitted.
 - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 5. Provide, erect, and maintain temporary barriers and security devices.
 - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 8. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 9. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal

operations.

- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Do not begin removal until built elements to be salvaged or relocated have been removed.
- E. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- F. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- G. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Dismantle existing construction and separate materials.
 - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

2.02 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect/Engineer before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from areas that remain occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 .
- C. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.
- D. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction indicated.
 - 2. Remove items indicated on drawings.
- E. Services including, but not limited to, HVAC, Plumbing, Electrical, and Telecommunications:
Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment. Remove back to source of supply where possible, otherwise cap stub and tag with identification.

- F. Protect existing work to remain.
 - 1. Prevent movement of structure. Provide shoring and bracing as required.
 - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch to match new work.

2.03 DEBRIS AND WASTE REMOVAL

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

END OF SECTION

SECTION 06 10 53
MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof-mounted curbs.
- B. Roofing nailers.
- C. Preservative treated wood materials.
- D. Concealed wood blocking, nailers, and supports.
- E. Miscellaneous wood nailers, furring, and grounds.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. AWPA U1 - Use Category System: User Specification for Treated Wood; 2024.
- C. PS 20 - American Softwood Lumber Standard; 2025.
- D. WWPA G-5 - Western Lumber Grading Rules; 2021.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Southern Yellow Pine, unless otherwise indicated.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Provide sustainably harvested wood; see Section 01 60 00 - Product Requirements.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Western Wood Products Association; WWPA G-5.
- B. Sizes: Nominal sizes as required, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:

1. Lumber: S4S, No.2 or Standard Grade.
2. Boards: Standard or No.3.

2.03 ACCESSORIES

- A. Fasteners and Anchors:
1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

2.04 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as required to support roofing elements.

3.03 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at roof openings except where specifically indicated otherwise. Form corners by alternating lapping side members.

3.04 CLEANING

- A. Waste Disposal:
1. Comply with applicable regulations.
 2. Do not burn scrap on project site.
 3. Do not burn scraps that have been pressure treated.
 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 07 01 50.19
PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for entire new roofing system.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 07 53 00 - Elastomeric Membrane Roofing.
- B. Section 07 62 00 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.03 REFERENCE STANDARDS

- A. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board; 2022.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Attendees:
 - a. Architect/Engineer.
 - b. Contractor.
 - c. Owner.
 - 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
 - a. Removal and installation schedule.
 - b. Necessary preparatory work.
 - c. Protection before, during, and after roofing system installation.
 - d. Removal of existing roofing system.
 - e. Installation of new roofing system.
 - f. Temporary roofing and daily terminations.
 - g. Transitions and connection to and with other work.
 - h. Inspections and testing of installed systems.
- C. Schedule work to coincide with commencement of installation of new roofing system.

1.05 QUALITY ASSURANCE

- A. Materials Removal Company Qualifications: Company specializing in performing work of type specified with at least three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least ten years of documented experience.

1.06 FIELD CONDITIONS

- A. Existing Roofing System: Built-up asphalt roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Provide notice at least three days before starting activities that will affect normal building operations.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. See the following sections for additional information on components relating to this work:
 - 1. Replacement and removal of existing roofing system in preparation for entire new roofing system, refer to Section 07 53 00.
 - 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 07 62 00 for material requirements.

2.02 MATERIALS

- A. Temporary Roofing Protection Materials:
 - 1. Plastic Sheeting: Provide polyethylene sheets; use weights to retain sheeting in position.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Scrape roofing gravel from membrane surface.
- D. Remove roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets and insulation vents.
- E. Remove damaged insulation and fasteners, , and blocking.
- F. Repair existing concrete deck surface to provide smooth working surface for new roof system.

3.04 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 07 53 00 for additional requirements.

3.05 PROTECTION

- A. Provide protection of existing roofing system that is not having work performed on it.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with temporary fasteners.
- D. Provide for surface drainage from sheeting to existing drainage facilities.
- E. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION

SECTION 07 14 00
FLUID-APPLIED WATERPROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cold-applied reinforced waterproofing.

1.02 REFERENCE STANDARDS

- A. NRCA (WM) - The NRCA Waterproofing Manual; 2021.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for membrane, surface conditioner, flexible flashings, joint cover sheet, and joint and crack sealants.
- C. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and acceptable installation temperatures.

1.04 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Cold-Applied Reinforced Waterproofing Manufacturers:
 - 1. Kemper System, Inc.; Kemperol AC Speed FR: www.kemper-system.com
 - 2. Sika Corporation; Sikalastic 601 BC, Sika Reemat and Sikalastic 621 TC: www.sika.com.
 - 3. Tremco, Inc.; AlphaGuard MT BC, AlphaGuard Glass Mat and AlphaGuard MT TC: www.tremcoroofing.com
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 FLUID-APPLIED WATERPROOFING APPLICATIONS

- A. Cold-Applied Reinforced Waterproofing: Use at existing brick masonry below scupper location as indicated on Drawings

2.03 MEMBRANE AND FLASHING MATERIALS

- A. Cold-Applied, Fiberglass Reinforced Vapor Permeable Waterproofing: Two component system consisting of a water-soluble liquid membrane integrated with a randomly oriented glass strand

reinforcing fabric, and a compatible top coat.

1. Base Coat Cured Thickness: 48 mils (0.048 inches), minimum.
2. Suitable for installation over brick masonry substrates.

2.04 ACCESSORIES

- A. Surface Conditioner: As recommended by waterproofing manufacturer on substrate.
- B. Sealant for Joints and Cracks in Substrate: Type compatible with waterproofing material and as recommended by waterproofing manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify substrate surfaces are free of frozen matter, dampness, loose particles, cracks, pits, projections, penetrations, or foreign matter detrimental to adhesion or application of waterproofing system.
- C. Verify that substrate surfaces are smooth, free of honeycomb or pitting, and not detrimental to full contact bond of waterproofing materials.
- D. Verify that items penetrating surfaces to receive waterproofing are securely installed.
- E. Do not proceed with this work until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Protect adjacent surfaces from damage not designated to receive waterproofing.
- B. Clean and prepare surfaces to receive waterproofing in accordance with manufacturer's instructions.
- C. Do not apply waterproofing to surfaces unacceptable to waterproofing manufacturer.
- D. Fill non-moving joints and cracks with a filler compatible with waterproofing materials.
- E. Seal moving cracks with sealant and non-rigid filler, using procedures recommended by sealant and waterproofing manufacturers.

3.03 INSTALLATION

- A. Install waterproofing to specified minimum thickness in accordance with manufacturers instructions and NRCA (WM) applicable requirements.
- B. Apply primer or surface conditioner at a rate recommended by manufacturer, and protect conditioner from rain or frost until dry.
- C. Seal membrane and flashings to adjoining surfaces.

END OF SECTION

SECTION 07 53 00
ELASTOMERIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Elastomeric roofing membrane, adhered conventional application.
- B. Insulation, flat and tapered.
- C. Vapor retarder.
- D. Roofing stack boots and walkway pads.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Flashings and counterflashings.
- B. Section 07 71 00 - Roof Specialties: Pipe/stack boots and roof portals.

1.03 REFERENCE STANDARDS

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2023a.
- B. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016 (Reapproved 2021).
- C. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers; 2000 (Reapproved 2020).
- D. ASTM D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact; 2020.
- E. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2015 (Reapproved 2021).
- F. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2015, with Editorial Revision (2022).
- G. FM (AG) - FM Approval Guide; Current Edition.
- H. FM DS 1-28 - Wind Design; 2015, with Editorial Revision (2024).
- I. NRCA (RM) - The NRCA Roofing Manual; 2024.
- J. NRCA (WM) - The NRCA Waterproofing Manual; 2021.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of associated counterflashings installed under other sections.
- B. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers; review preparation and installation procedures and coordination and scheduling necessary for related work.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.
- C. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, mechanical fastener layout, and walkway pad layout.
- D. Manufacturer's Installation Instructions: Indicate membrane seaming precautions, special procedures, and perimeter conditions requiring special attention.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application, and supplementary instructions given.
- G. Installer's qualification statement.
- H. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years of experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum ten years documented experience, and approved by manufacturer.
 - 1. Having achieved at least one of the following certifications/recognitions by the manufacturer:
 - a. Carlisle "ESP Contractor" status for the current year and current year "Perfection Award" recipient.
 - b. Elevate "Master Contractor" status for the current year and a current annual "Quality Incidence Rating" of 2.0 or less.
 - c. Versico "King's Court" contractor status for the current year and "Gold Medal Quality Program" contractor status for the current year.

1.07 DELIVERY, STORAGE, AND HANDLING

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

1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.

- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 95 degrees F.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a two year period after Date of Substantial Completion.
- C. Provide manufacturer's extended fifteen (15) year "total roof system" material and labor warranty to cover failure to prevent penetration of water. Include entire roof system, from top of roof decking to top of roofing membrane, including associated metal flashings and counterflashings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. EPDM Membrane Materials:
 - 1. Carlisle SynTec Systems; Sure-Seal EPDM: www.carlisle-syntec.com.
 - 2. Elevate; RubberGard Low Slope Fire Retardant (LSFR) EPDM Membrane Pre-taped (PT): www.holcimelevate.com.
 - 3. GenFlex Roofing Systems, LLC: www.genflex.com.
 - 4. Versico Roofing Systems; VersiGard EPDM: www.versico.com.
 - 5. Substitutions: Not permitted.
- B. Insulation:
 - 1. Same manufacturer as EPDM Membrane Materials, for inclusion in total system warranty.

2.02 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane: Ethylene-propylene-diene-terpolymer (EPDM); non-reinforced; complying with minimum properties of ASTM D4637.
 - 1. Thickness: 60 mil, 0.060 inch.
 - 2. Sheet Width: 120 inches, maximum; factory fabricate into widest possible sheets.
 - 3. Color: Black.
 - 4. Tensile Strength: 1,300 psi, minimum, measured in accordance with ASTM D412.
 - 5. Ultimate Elongation: 300 percent, minimum, measured in accordance with ASTM D412.
 - 6. Durometer Hardness, Type A: 65 +/-10, minimum, in accordance with ASTM D2240
 - 7. Tear Strength: 150 lbf per inch, measured in accordance with ASTM D624.
 - 8. Water Vapor Permeability: 2.0 perm inch, measured in accordance with ASTM E96/E96M.

- 9. Brittleness Temperature: -49 degrees F, measured in accordance with ASTM D746.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Vapor Retarder: SBS modified bitumen self-adhesive composite sheet ; compatible with roofing and insulation materials.
 - 1. Products:
 - a. VapAir Seal 725TR manufactured by Carlisle.
 - b. V-Force Vapor Barrier Membrane manufactured by Elevate.
- D. Flexible Flashing Material: Same material as membrane.

2.03 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 - 1. Classifications:
 - a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
 - 1) Class 1 - Faced with glass fiber reinforced cellulosic facers on both major surfaces of the core foam.
 - 2) Compressive Strength: Classes 1-2-3, Grade 2 - 20 psi (138 kPa), minimum.
 - 3) Thermal Resistance, R-value: At 1-1/2 inches thick; Class 1, Grades 1-2-3 - 8.4 (1.48) at 75 degrees F. Total thickness and R-value as indicated on the Drawings.
 - 2. Board Size:
 - a. Loose-Laid, Mechanically Attached Applications: 48 x 96 inches.
 - b. Fully Adhered Applications: 48 x 48 inches.
 - 3. Board Thickness: As indicated on the Drawings.
 - 4. Maximum Board Thickness: 3 inches.
 - 5. Tapered Board: Slope as indicated on the Drawings; minimum thickness 1/2 inch; fabricate of fewest layers possible.
 - 6. Board Edges: Square.

2.04 ACCESSORIES

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

- G. Vapor Retarder Adhesive/Primer: As recommended by manufacturer, to suit roof deck substrate material.
- H. Sealants: As recommended by membrane manufacturer.
- I. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 - 1. Size: 30 by 30 inches.
 - 2. Products:
 - a. Carlisle Roofing Systems, Inc.; Sure-Seal EPDM Pressure-Sensitive (PS) Molded Walkway Pads: www.carlisle-syntec.com.
 - b. Elevate QuickSeam Walkway Pad: www.firestonebpco.com.
 - c. GenFlex Roofing Systems, LLC; Genflex Flexguard Peel & Stick Walkway Pad: www.genflex.com.
 - d. Versico Roofing Systems; VersiGard EPDM Black Quick-Applied (QA) Molded Walkway Pads: www.versico.com.
 - e. Substitutions: Not permitted.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and nailing strips are in place.

3.02 INSTALLATION - VAPOR RETARDER AND INSULATION, UNDER MEMBRANE

- A. Apply vapor retarder to deck surface with adhesive/primer in accordance with manufacturer's instructions and recommendations for roof deck substrate type.
 - 1. Extend vapor retarder under perimeter blocking, past deck edge and up backside face of parapets to top of insulation. Seal top edge of vapor retarder to backside face of parapets.
 - 2. Extend vapor retarder up outside faces of roof curbs to level of top surface of roof insulation. Seal top edge of vapor retarder to roof curb surfaces.
 - 3. Where possible, Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
 - 4. Seal vapor retarder to roof drain bodies and to other roof deck penetrations.
- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
- C. Attachment of Insulation:
 - 1. Embed first layer of insulation in full bed of adhesive in accordance with roofing and insulation manufacturers' instructions.

2. Mechanically fasten each subsequent layer of insulation to deck in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
- D. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.
- E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- F. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- G. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 18 inches.
- H. Do not apply more insulation than can be covered with membrane in same day.

3.03 INSTALLATION - MEMBRANE

- A. Install elastomeric membrane roofing system in accordance with manufacturer's recommendations and NRCA (WM) applicable requirements.
- B. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- C. Shingle joints on sloped substrate in direction of drainage.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. At intersections with vertical surfaces:
 1. Secure flexible flashing attachment strip to nailing strips at 4 inches on center.
 2. Extend membrane over flexible flashing and nailing strips and up a minimum of 12 inches onto vertical surfaces. Continue membrane past tops of parapets and lip membrane over tops of parapets so that membrane extends a minimum of 1 inch down past bottom of roof blocking on exterior faces of parapets.
 3. Fully adhere membrane to flexible flashing attachment strip.
 4. Install in accordance with NRCA (RM) Construction Detail EPDM-1.
- F. At gravel stops and roof edge flashings, extend membrane under gravel stop/roof edge flashing and onto the outside face of the wall, then strip in gravel stop or roof edge flashing with flexible flashing.
 1. Install in accordance with NRCA (RM) Construction Detail EPDM-3.
- G. Around roof penetrations, seal flanges and flashings with flexible flashing, or provide boot specified in Section 07 71 00.
 1. At piping locations, install in accordance with NRCA (RM) Construction Detail EPDM-19 or EPDM-19A.
 2. At hot vent locations, install in accordance with NRCA (RM) Construction Detail EPDM-18.
 3. At structural tubing locations, install in accordance with NRCA (RM) Construction Detail EPDM-11.
- H. Coordinate installation of roof drains and sumps and related flashings.

1. Install in accordance with NRCA (RM) Construction Detail EPDM-25.
- I. Coordinate installation of associated counterflashings installed under other sections.
- J. Install walkway pads. Space pad joints to permit drainage.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Require site attendance of roofing material manufacturer at mobilization and upon completion of the Work.

3.05 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

3.06 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, downspouts, and other items indicated in Schedule.
- B. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

- A. Section 07 71 23 - Manufactured Downspouts.

1.03 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2023.
- B. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. CDA A4050 - Copper in Architecture - Handbook; current edition.
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 2 by 4 inch in size illustrating metal finish color.
- D. Manufacturer's standard limited warranty on painted finishes.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with five years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a two year period after Date of Substantial Completion.
- C. Provide manufacturer's standard twenty (20) year limited finish warranty against cracking, crazing, chipping, peeling, excessive chalking and excessive fading/color change.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Aluminum: ASTM B209/B209M; 18 gauge, 0.040 inch thick; plain finish shop pre-coated with PVDF coating.
 - 1. Color: As selected by Architect/Engineer from manufacturer's full colors.
- B. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 28 gauge, 0.0156 inch thick; smooth No. 4 - Brushed finish.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of same material as sheet, minimum 3 inches wide, interlocking with sheet.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- E. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- F. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.
- G. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.
- H. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.03 DOWNSPOUTS

- A. See Section 07 71 23 for manufactured gutters.

2.04 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer Type: Zinc chromate.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Concealed Sealants: Non-curing butyl sealant.

- E. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- F. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- C. Seal metal joints watertight.
- D. Secure downspouts in place with concealed fasteners.

3.04 SCHEDULE

- A. Primary Drainage Scuppers:
 - 1. Material: Pre-Finished Aluminum.
 - 2. Thickness: 0.032 inch.
 - 3. Finish: PVDF coating.
 - 4. Drawing Detail: SMACNA (ASMM) Figure 1-26.
- B. Coping, Cap, Parapet, Sill and Ledge Flashings:
 - 1. Material: Pre-Finished Aluminum.
 - 2. Thickness: 0.040 inch.
 - 3. Finish: PVDF coating.
- C. Counterflashings at Roofing Terminations (over roofing base flashings):
 - 1. Material: Pre-Finished Aluminum.
 - 2. Thickness: 0.032 inch.
 - 3. Finish: PVDF coating.
 - 4. Provide unitized inside and outside corners.
- D. Cleats: Continuous; provide 6" o.c. fasteners of type appropriate for substrates:

1. Material, Thickness and Finish: Same as flashing material being retained by cleat.

END OF SECTION

**SECTION 07 71 00
ROOF SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured roof specialties, including pipe/stack boots and roof portals.

1.02 RELATED REQUIREMENTS

- A. Section 07 53 00 - Elastomeric Membrane Roofing.
- B. Section 07 92 00 - Joint Sealants.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- B. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
- C. NRCA (RM) - The NRCA Roofing Manual; 2024.
- D. NAAMM (MFM) - Metal Finishes Manual; National Association of Architectural Metal Manufacturers; 1988.
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Manufacturer's Installation Instructions: Indicate special procedures, fasteners, supporting members, and perimeter conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Pipe and Penetration Flashings:
 - 1. Conn-Fab Sales, Inc.: www.connfab.com.
 - 2. The Pate Company: www.patecurbs.com.

2.02 COMPONENTS

- A. Pipe/Stack Boots: EPDM material, conically stepped shape.
 - 1. Adapters: Manufacturer's standard molded EPDM rubber, appropriate to the size and shape of the penetration.

2. Clamps: Stainless steel pipe clamping rings for securing cap(s) and adapters around penetration(s).
- B. Prefabricated Roof Portal Systems: Consisting of a metal roof curb, plastic curb cover, and one or two rubber caps.
 1. Curb: Fabricate of 18 gauge, galvanized steel sheet complying with ASTM A653/A653M; straight sided, with integral base plate. Mitre and weld corners to form unitized construction. Coat welded areas with zinc rich paint.
 - a. Insulation: 1.5 inch thick, 3 pound density fiberglass.
 - b. Nailer: 2x2 (nom.) softwood; factory attached with concealed screws.
 2. Curb Cover: Molded ABS with laminated acrylic UV-resistant coating. Fabricate crowned to shed water, with integral counterflashing and drip edge, and pre-punched holes for field attachment to curb nailer.
 - a. Portal Opening(s): Molded integral to cover, with double weatherseal bead at collar to accept manufacturer's standard molded rubber cap, forming a weatherproof seal without additional clamps or sealant.
 3. Cap(s): Molded EPDM rubber sized to fit collared opening(s) in curb cover, with molded weatherseal grooves to fit weatherseal beads on opening collar(s). Provide manufacturer's standard cap(s) and adapters of the appropriate size and shape to properly seal penetration(s).
 4. Clamps: Stainless steel pipe clamping rings for securing cap(s) around penetration(s).

2.03 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
- B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.
- C. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Conform to drawing details included in NAAMM, NRCA and SMACNA manuals.
- C. Coordinate installation of components of this section with installation of stacks, vents, piping, conduits and other items penetrating roof membrane.
- D. Coordinate installation of components of this section with installation of roofing membrane and base flashings.

- E. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.

END OF SECTION

SECTION 07 71 23
MANUFACTURED DOWNSPOUTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-finished galvanized steel gutters and downspouts.
- B. Precast concrete splash pads.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.03 REFERENCE STANDARDS

- A. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- C. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Comply with SMACNA (ASMM) for sizing components for rainfall intensity determined by a storm occurrence of 1 in 5 years.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on prefabricated components.
- C. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.
- D. Samples: Submit two samples, 12 inch long illustrating component design, finish, color, and configuration.

1.06 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Downspouts:
 - 1. ATAS International, Inc: www.atas.com.
 - 2. Cheney Flashing Company: www.cheneyflashing.com.

3. Drexel Metals Inc: www.drexmet.com.

2.02 MATERIALS

- A. Pre-Finished Aluminum Sheet: ASTM B209/B209M; 0.032 inch thick.
 - 1. Finish: Plain, shop pre-coated with PVDF (polyvinylidene fluoride) coating.
 - 2. Color: As selected from manufacturer's standard colors.
- B. Protective Backing Paint: Zinc molybdate alkyd.

2.03 COMPONENTS

- A. Downspouts: SMACNA corrugated rectangular profile.
- B. Connectors: Furnish required connector pieces for polyvinyl chloride (PVC) components.
- C. Anchors and Supports: Profiled to suit gutters and downspouts.
 - 1. Anchoring Devices: In accordance with SMACNA requirements.
 - 2. Downspout Supports: Brackets.
- D. Fasteners: Galvanized steel, with soft neoprene washers.

2.04 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; seal watertight.

2.05 FINISHES

- A. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604, multiple coat, thermally cured fluoropolymer finish system; color as indicated.
- B. Primer Coat: Finish concealed side of metal sheets with primer compatible with finish system, as recommended by finish system manufacturer.

2.06 ACCESSORIES

- A. Splash Pads: Precast concrete type, profiles size(s) as indicated; minimum 3,000 psi compressive strength at 28 days, with minimum 5 percent air entrainment.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that surfaces are ready to receive work.

3.02 PREPARATION

- A. Paint concealed sheet metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.03 INSTALLATION

- A. Install downspouts, and accessories in accordance with manufacturer's instructions.
- B. Sheet Metal: Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.
- C. Set splash pads under downspouts.

END OF SECTION

**SECTION 07 72 00
ROOF ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Equipment rails.
- B. Non-penetrating pedestals and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

PART 2 PRODUCTS

2.01 NON-PENETRATING ROOFTOP SUPPORTS/ASSEMBLIES

- A. Non-Penetrating Rooftop Support/Assemblies: Manufacturer-engineered and factory-fabricated, with pedestal bases that rest on top of roofing membrane, and not requiring any attachment to roof structure and not penetrating roofing assembly.
 - 1. Design Loadings and Configurations: As required by applicable codes.
 - 2. Support Spacing and Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
 - 3. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.

4. Hardware, Bolts, Nuts, and Washers: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A153/A153M.
- B. Pipe Supports: Provide attachment fixtures complying with MSS SP-58 and as indicated.
- C. Nonpenetrating Piping/Conduit Rooftop Supports for Low-Slope Roofs:
 1. Manufacturers:
 - a. ASC Engineered Solutions; HBS-H-Block Supports with Steel Channel: www.asc-es.com.
 - b. Cooper B-Line, a division of Eaton Corporation; Dura-Block DB Series: www.cooperindustries.com.
 - c. Erico International Corporation, a brand of Pentair; nVent CADDY Pyramid ST Adjustable Strut Support: www.erico.com.
 - d. PHP Systems/Design; SS8-C: www.phpsd.com/#sle.
 - e. Unistrut, a brand of Atkore International Inc: www.unistrut.com.
 - f. Substitutions: See Section 01 60 00 - Product Requirements.
 2. Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.
 3. Provide pedestals with thermoplastic or rubber base that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly, with support fixtures as specified.
 4. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
 5. Attachment/Support Fixtures: Galvanized Unistrut channel with galvanized pipe/conduit clamp(s).
 6. Mounting Height: Provide minimum clearance of 6 inches under supported component to top of roofing.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect/Engineer of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.04 CLEANING

A. Clean installed work to like-new condition.

3.05 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

**SECTION 07 72 46
ROOFTOP WALKWAYS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Portable, non-penetrating rooftop support system for walkways, crossovers and stairs.

1.02 RELATED REQUIREMENTS

- A. Section 07 71 00 - Roof Specialties: Roof portals.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- D. ASTM D1929 - Standard Test Method for Determining Ignition Temperature of Plastics; 2023.

1.04 SYSTEM DESCRIPTION

- A. Pre-engineered, prefabricated elevated walkway systems routed across roof designed for installation without roof penetrations, flashing or damage to the roofing material.
- B. Consisting of weighted bases, structural steel frame, walkway planking, guardrails and handrails.
- C. Custom-designed by the manufacturer to support the imposed loads and to accommodate the actual conditions of service.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct preinstallation meeting after approval of submittals, and before beginning installation at project site; require attendance by Owner, Architect/Engineer, Roofing Contractor and Rooftop Walkway System Installer.
- B. Discuss and coordinate the installation process, and establish responsibilities.

1.06 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Shop Drawings: Signed and sealed by manufacturer's Design Engineer. Show installation layout, sizes of units, and details of installation.

- C. Verification Samples: Actual samples of bases, each type of support, hanger, and fasteners, and not less than 12 inches (300 mm) of framing members.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Maintenance Data: Include recommendations for periodic checking and adjustment of components.

1.07 QUALITY ASSURANCE

- A. Design assemblies and develop shop drawings under the direct supervision of the manufacturer's Design Engineer.
- B. Manufacturer's Design Engineer Qualifications: Professional Engineer (P.E.) or Structural Engineer (S.E.) Licensed in the State in which the Project is located.
- C. Manufacturer Qualifications: Company specializing in manufacturing rooftop walkway systems, with a minimum of five years of documented experience.
- D. Installer Qualifications: Company approved by manufacturer and with not less than ten years of experience in installation of rooftop walkway systems.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to project site in manufacturer's original packaging, marked with manufacturer's name, product model names and catalog numbers, identification numbers, and other related information.
- B. Store materials under cover until needed for installation.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Warranty: Manufacturer's 5-year limited warranty to repair or replace, at manufacturer's option, any products found to be structurally defective in material or workmanship. Warranty not valid if System was modified, installed incorrectly, or not designed by Manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: PHP Systems/Design: www.phpsd.com.
- B. Other Acceptable Manufacturers:
 - 1. ERICO International Corporation: www.erico.com/caddy.asp
 - 2. Rooftop Support Systems, A Division of Eberl Iron Works, Inc.: www.eberliron.com.
 - 3. Miro Industries, Inc, Rooftop Support Products: www.miroind.com
- C. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 APPLICATION

- A. Crossovers and Stairs:

1. Support Spacing: As determined by manufacturer's engineer, to suit the application, site and environmental conditions, and imposed loads.
2. Bases: High Density Polypropylene plastics with additives for UV protection
3. Substructure: Hot-dipped galvanized steel; 12 gauge back-to-back strut G-1012A, supported directly from the bases.
4. Grating: Mill-galvanized carbon steel in accordance with ASTM A653/A653M.
 - a. Gauge 14-ga. steel.
 - b. Section Width: 12 inches.
 - c. Channel Height: 2 inches.
 - d. Flange : MM
 - e. Flange Options: MM.
 - f. Walking Surface: MG-traction grip
5. Handrail: Hot-dipped galvanized steel; 12 gauge, 1-5/8 inch strut G-5812.
6. Attachment To Roof: When required by for load resistance to hold walkway systems structures in place, as determined by Manufacturer's Engineers calculation.
 - a. Adhesive Attachment: Rooftop walkway systems structures support bases attached to roof membrane surface with adhesive, in accordance with manufacturer's instructions.
 - b. Stanchion and Tie-Down Anchorage walkway systems structures tied down to stanchions anchored to structural roof deck and flashed through roof membrane.

2.03 MATERIALS

- A. Portable Support System: Specifically designed and engineered for installation without the need for roof penetrations or flashings, and without causing damage to the roofing membrane.
 1. Design system using high density / high impact polypropylene bases with carbon black, anti-oxidants for UV protection, and steel framing for support is 1-5/8 inch (41 mm) B22TH or 1-7/8 inch (48 mm) BTS22TH.
 2. Custom design system to fit piping, conduits, equipment, or walkways to be installed and actual conditions of service and loading.
 3. Walkways and Platforms: Provide galvanized slotted metal grating, in configurations as indicated, and tubular handrails where indicated.
- B. Bases: Injection molded high density / high impact polypropylene with UV-inhibitors and anti-oxidants, conforming to the following:
 1. Moisture Content: Negligible.
 2. Shrinkage/Swelling Due to Moisture: Negligible.
 3. Density: 55.8 lb/cu ft (894 kg/cu m).
 4. Insect Resistance: No known insect damage potential.
 5. Chemical Resistance (oil, brake fluid, gasoline, diesel, antifreeze, battery acid, and sulfuric acid: No visual or physical change apparent.
 6. Flammability: No ignition after 10 minutes, 25 kW/m, when tested in accordance with ASTM D1929.
 7. Sized as required by loading conditions and as indicated on the drawings.
 8. Shop fabricated with inserts for square tubing or threaded rods as required.
 9. Color: Integral black color as molded.

- C. Isolation Pads for Bases: Consult manufacturer of roofing system as to the type of isolation pads required between the roof and base.
- D. Steel Framing:
 - 1. Channel Types: 1-5/8 inch B22TH or 1-7/8 inch BTS22H, as required for loading conditions.
 - 2. Thickness: 12 gage.
 - 3. Form: Roll-formed 3-sided or tubular shape, perforated with 9/16 inch holes at 1-7/8 inch centers on three sides.
 - 4. Finish: Hot dip galvanize in accordance with ASTM A123/A123M after fabrication, free of roughness, whiskers, unsightly spangles, icicles, runs, barbs, sags, droplets, and other surface blemishes.
- E. Accessories: Clamps, bolts, nuts, washers, and other devices as required for a complete system.
 - 1. Carbon Steel: Hot-dip galvanized in accordance with ASTM A153/A153M.
 - 2. Stainless Steel: Mill finish.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that roof surfaces are smooth, flat, and ready to receive work of this section.
- B. Verify that roof surface temperature is at minimum 60 degrees F (15.5 degrees C), for proper adhesive performance.

3.02 PREPARATION

- A. Clean surfaces of roof in areas to receive portable support bases.
 - 1. Remove loose gravel from gravel surfaced roofs.
 - 2. Remove dirt, dust, oils, and other foreign materials.
- B. Use care in handling portable support system components during installation, to avoid damage to roofing, flashing, equipment, or related materials.

3.03 INSTALLATION

- A. Crossovers and Stairs:
 - 1. Install substructures at spacing indicated on shop drawings, but not greater than 5 feet on center.
 - 2. Locate bases and support framing as indicated on shop drawings and as specified herein. Provide complete and adequate support of all structures.
 - 3. Accurately locate and align bases.
 - a. Set isolation pads in adhesive if required by manufacturer's instructions.
 - b. Place bases on isolation pads.
 - c. Adhere or mechanically attach if required by code.
 - 4. Where applicable, replace gravel around bases.
 - 5. Set legs of substructures into bases as indicated.
 - 6. Use galvanized fasteners for galvanized framing and stainless steel fasteners for stainless steel framing.
 - 7. Layout and fasten planking to substructures.

8. Guard/Handrails:
 - a. Install intermediate rails without tightening.
 - b. Make minor adjustments as needed, such as spacing of substructures, to accommodate intermediate handrails, and install hold-downs.
 - c. Secure intermediate rails and install top rails.

3.04 FIELD QUALITY CONTROL

- A. Provide a factory-trained representative of the manufacturer to visit the site while the work is in progress to assure that the installation conforms to the design requirements and to the manufacturer's installation requirements.

3.05 CLEANING AND PROTECTION

- A. Remove all packaging, unused fasteners, adhesive, and other installation materials from the project site.
- B. Remove adhesive from exposed surfaces of supports and bases, and leave the work in clean condition.
- C. Protect completed work from damage until substantial completion.

END OF SECTION

SECTION 07 92 00 JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- B. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- D. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
- E. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.
- F. SWRI (VAL) - SWR Institute Validated Products Directory; Current Edition.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Backing material recommended by sealant manufacturer.
 - 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 5. Substrates the product should not be used on.
 - 6. Substrates for which use of primer is required.
 - 7. Substrates for which laboratory adhesion and/or compatibility testing is required.
 - 8. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
 - 9. Sample product warranty.
 - 10. Certification by manufacturer indicating that product complies with specification requirements.
 - 11. SWRI Validation: Provide currently available sealant product validations as listed by SWRI (VAL) for specified sealants.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.

E. Executed warranty.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least five years of documented experience.
- C. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver sufficient samples to manufacturer for testing.
 - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.

1.05 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Nonsag Sealants:
 - 1. Dow Corning Corporation: www.dowcorning.com/construction.
 - 2. Hilti, Inc: www.us.hilti.com.
 - 3. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us.
 - 4. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.
 - 5. Pecora Corporation: www.pecora.com.
 - 6. Sika Corporation: www.usa-sika.com.
 - 7. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com.
 - 8. W.R. Meadows, Inc: www.wrmeadows.com.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints:
 - a. Seal open joints except open joints indicated on drawings as not sealed.
 - 2. Do Not Seal:

- a. Intentional weep holes in masonry.
 - b. Joints indicated to be covered with expansion joint cover assemblies.
 - c. Joints where sealant is specified to be furnished and installed by manufacturer of product to be sealed.
 - d. Joints where sealant installation is specified in other sections.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.

2.03 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
- 1. Nonstaining to Porous Stone: Nonstaining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 2. Color: Match adjacent finished surfaces.
 - 3. Cure Type: Single-component, neutral moisture curing.
 - 4. Products:
 - a. Dow Chemical Company; DOWSIL 790 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html.
 - b. Sika Corporation; Sikasil WS-290: www.usa-sika.com.
 - c. Tremco Commercial Sealants & Waterproofing; Spectrem 1: www.tremcosealants.com.
 - d. Tremco Commercial Sealants & Waterproofing; Tremsil 200: www.tremcosealants.com.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 ACCESSORIES

- A. Sealant Backing Rod, Closed-Cell Type:
- 1. Cylindrical flexible sealant backings complying with ASTM C1330 Type C.
 - 2. Size: 25 to 50 percent larger in diameter than joint width.
- B. Sealant Backing Rod, Bi-Cellular Type:
- 1. Cylindrical flexible sealant backings complying with ASTM C1330 Type B.
 - 2. Size: 25 to 50 percent larger in diameter than joint width.
- C. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- D. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- E. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- F. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.

- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

**SECTION 09 90 00
PAINTING AND COATING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Exterior painting and coating systems.

1.02 REFERENCE STANDARDS

- A. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- B. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Product characteristics.
 - 2. Surface preparation instructions and recommendations.
 - 3. Primer requirements and finish specification.
 - 4. Storage and handling requirements and recommendations.
 - 5. Application methods.
 - 6. Clean-up information.

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, product name, product code, color designation, VOC content, batch date, environmental handling, surface preparation, application, and use instructions.
- C. Paint Materials: Store at a minimum of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.
- D. Handling: Maintain a clean, dry storage area to prevent contamination or damage to materials.

1.06 FIELD CONDITIONS

- A. Do not apply materials when environmental conditions are outside the ranges required by manufacturer.
- B. Follow manufacturer's recommended procedures for producing the best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design Products: Subject to compliance with requirements, provide Sherwin-Williams Company (The) products indicated; www.sherwin-williams.com.

2.02 PAINTINGS AND COATINGS

- A. General:
 - 1. Provide factory-mixed coatings unless otherwise indicated.
 - 2. Do not reduce, thin, or dilute coatings or add materials to coatings unless specifically indicated in manufacturer's instructions.
- B. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Metal, Miscellaneous: Gas piping, ferrous metal.
 - 1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series: www.sherwin-williams.com/#sle.
 - a) 5 to 10 mils wet, 1.8 to 3.6 mils dry per coat.
 - 2) 2nd and 3rd Coats: Sherwin-Williams Pro Industrial Acrylic Gloss, B66-600 Series: www.sherwin-williams.com/#sle.
 - a) 2 to 4 mils dry per coat.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove mildew from impervious surfaces by scrubbing with solution of water and bleach. Rinse with clean water and allow surface to dry.
- D. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Prime bare steel surfaces.

3. Remove rust, loose mill scale, and other foreign substances using methods recommended by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions.
- B. Apply coatings at spread rate required to achieve manufacturer's recommended dry film thickness.

3.04 PRIMING

- A. Apply primer to all surfaces unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.
- B. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to top coat manufacturers.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

3.06 PROTECTION

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

END OF SECTION