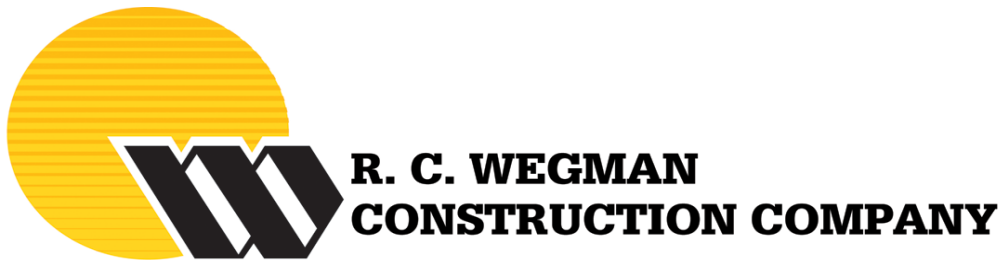


**CITY OF AURORA
FIRE STATION No. 7
AURORA, ILLINOIS**

**PROJECT MANUAL
BID PACKAGE No. 2R
BP2R-02C LANDSCAPING RE-BID
June 26, 2018**



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R.C. Wegman Construction Company
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1. Aurora Fire Station # 7 Plans:

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- Project Manual dated June 26, 2018
- COA Apprenticeship Certificate
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- Certificate of Compliance With Illinois Drug-Free Workplace Act
- Certificate Regarding Sexual Harassment Policy
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R.C. Wegman Construction Company
CITY OF AURORA FIRE STATION No. 7
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**SECTION 00020
ADVERTISEMENT FOR BIDS**

R.C. Wegman Construction Company requests Bid Proposals on behalf of the City of Aurora, IL for the construction of the New Fire Station No. 7. Bid Proposals will be received at the office of the City Clerk 44 East Downer Place, Aurora, IL. 60505. Delivery or mail, to the attention of the City of Aurora City Clerk's Office Prior to 2:00 p.m. local time on Wednesday July 18, 2018. At that time, the Bid Package Proposals will be publicly read aloud in the Counsel Chambers of the City of Aurora, IL. Bid Proposals must be sealed in an opaque envelope with Bidder's Name on the outside of the envelope and designated as follows:

Sealed Proposal – 18-37
City Of Aurora, IL
Attention: City Clerk's Office
New Fire Station No. 7 – Bid Package No. BP2R-02C - Landscaping
Bid Category: (Please complete the Package Number and Name)
Contractor Name, Address, Phone Number

Proposals shall be based on the requirements set forth in the Bidding Documents prepared by the Construction Manager and the Architect/Engineer for the following Bid Categories:

BP2R-02C – Landscaping

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

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

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

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

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

BID DOCUMENTS: Bidding documents will be available after 1:00 p.m. on Wednesday June 27, 2018. Please contact Vesco Reprographic 1351 Aucutt Road, Montgomery, IL. 60538. Phone: 630-896-2115 – Fax: 630-897-6434 – Vesco Online plan room at: www.vescoplanroom.com

**SECTION 00030
INFORMATION AND IDENTITIES**

This Project Manual contains the Bidding and Contract Requirements for the City of Aurora, IL – New Fire Station No. 7 to be constructed at 824 Kenilworth Place, Aurora, IL. Review of this Project Manual is important in fulfilling the Contract Requirements. Any questions regarding this Project Manual or any of the Bidding Requirements or Contracting Requirements should be directed to the Construction Manager.

PROJECT: City of Aurora – New Fire Station No. 7

OWNER: City of Aurora, IL
44 East Downer Place
Aurora, IL 60505
Phone: 630-256-4636

CONSTRUCTION MANAGER: R.C. Wegman Construction Company
750 Morton Avenue
Aurora, IL 60506
Phone: 630-844-3000
Fax: 630-844-3003

ARCHITECT: Dewberry Architects
25 S. Grove Avenue Suite 500
Elgin, IL 60120
Phone: 630-896-4678
Fax: 630-896-4987

LANDSCAPE ARCHITECT Hitchcock Design Group
225 W. Jefferson Avenue
Naperville, IL 60540
Phone: 630-961-1787

**SECTION 00100
INSTRUCTION TO BIDDERS**

PART 1 – DEFINITIONS

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

Certificates), the Conditions of the Contract (General, Supplementary or Special), the Division 1-- General Requirements of this Project Manual, the Specifications set forth in Division 3 through 33 of this Project Manual, the Drawings, and all other documents incorporated into the Agreement by reference, all Addenda issued prior to and all modifications issued after execution of the Agreement.

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

PART 2 - BIDDERS REPRESENTATIONS

2.01 QUALIFICATION OF BIDDER

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

2.02 BIDDER BY MAKING ITS BID REPRESENTS THAT:

- A. Bidder has carefully read, reviewed and understands the Bidding Documents and its Bid Proposal is made in accordance therewith.

- B. Bidder's Bid Proposal is based upon the materials, systems and equipment required by the Bidding Documents without exception.
- C. Bidder certifies that it has examined the Project site, has carefully reviewed the Bidding and Contract Documents, has compared its examination of the Project site with the Bidding and Contract Documents, including the Drawings and Specifications, and is satisfied as to the condition of the Project site, any surface or subsurface obstruction, the actual levels, and all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, and is familiar with weather conditions of the Project area, and has taken account of all of these factors in preparing and presenting its Bid Proposal. Bidder further certifies that it has fully acquainted itself with the character and extent of the Owner's, the Construction Manager's and other contractor's operations in the area of the Work, and it has taken account of coordination of operations of others in its construction plans set forth in the Bid Proposal. No change orders will be issued to the Subcontractor for or on account of costs or expenses occasioned by its failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Subcontractor, or on account of interferences by the Owner's, the Construction Manager's, or other contractor's activities.
- D. The Bidder, by submitting its Bid Proposal, represents that it has carefully reviewed the project schedule, along with the related requirements of Section 00230 - Schedule and Phasing, and acknowledges that these are acceptable and have been taken into account in preparing its Bid Proposal.

PART 3 - BIDDING DOCUMENTS

3.01 COPIES

- A. Bidders may obtain Bidding Documents pursuant to the requirements in the Advertisement For Bids.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bid Proposals. The Owner, the Construction Manager and the Architect/Engineer shall not be responsible for errors, omissions or misinterpretations resulting from the Bidder's use of partial sets of Bidding Documents.
- C. Copies of the Bidding Documents are being made available on the above terms for the purposes of obtaining Bid Proposals for the Work only. Bidders shall not use the Bidding Documents for any other purpose. The Owner, the Construction Manager and the Architect/Engineer do not warrant the completeness and/or adequacy of the Bidding Documents and are not to be held liable for such.
- D. Bidders are responsible for reviewing all Bidding Documents for complete work scope review and shall be responsible for printing all Bidding Documents in its entirety for their own use, at their own costs and at their own risks.
 - a. The following reprographic service company will be utilized for Bidding Documents:
 - i. Vesco Reprographic, 1351 Aucutt Road, Montgomery, IL 60538 – Office: 630.986-2115 – Online Plan Room: www.vescoplanroom.com

3.02 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. Bidder shall promptly notify the Construction Manager of all ambiguities, inconsistencies, or errors that it may discover upon examination of the Bidding Documents or upon examination of the Project site and local conditions. Bidders requesting clarification or interpretation of the

Bidding Documents shall provide a written request to the Construction Manager **no later than Noon, local time, July 13, 2018.**

Direct all questions to:

Butch Distajo
R.C. Wegman Construction Company
750 Morton Avenue
Aurora, IL 60506
Fax: 630.844-3003
Alternate Fax: 630-801-1299
E-mail:
Butchd@rcwegman.com

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

3.03 SUBSTITUTIONS

- A. See Section 01630 Product Substitutions in the Project Manual for substitution submittal requirements. Submit all substitution request forms to the Construction Manager who will transmit them to the Architect/Engineer.

3.04 ADDENDA

- A. Addenda will be mailed, faxed or delivered to all who are known by the Construction Manager to have a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- B. No Addenda will be issued later than **July 16, 2018** except an Addendum withdrawing the request for Bid Proposals or an Addendum which amends / postpones the specified date for receipt of Bid Proposals.
- C. Each Bidder shall ascertain prior to submitting its Bid Proposal that it has received all Addenda issued, and it shall acknowledge its receipt in the proper location on the Bid Proposal.

3.05 ALTERNATES

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

3.06 VOLUNTARY ALTERNATES

- A. All Bid Proposals must be based upon the Contract Documents. In addition to a Base Bid Proposal, the submission of voluntary Alternates is acceptable and encouraged. If a voluntary Alternate is submitted for consideration, it shall be expressed on the bid form as a specified add or deduct amount from the Base Bid. If a voluntary Alternate is submitted, the Bidder shall also submit sufficient information in the form of drawings, specifications, test data, delivery dates,

scheduling issue considerations, and all other information necessary and sufficient for analysis of the Alternate. The Owner reserves the right to unilaterally accept or reject voluntary Alternates and to determine if the voluntary Alternates will be considered in the awarding of the Agreement.

3.07 UNIT PRICES

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

3.08 SALES TAX

- A. Unless specifically stated otherwise in Section 00880 of the Project Manual, this Project is not subject to state Sales Tax and/or Use Tax and the Bidder's Bid Proposal shall include all other applicable tax.

3.09 NO DISCRIMINATION

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

3.10 MILESTONE DATES

- A. The following dates have been provided as a guideline only:
 - 1) Out to Bid: July 26, 2018
 - 2) Bidding RFI: Prior to July 13, 2018
 - 3) Last Addenda Issued: July 16, 2018
 - 4) Bid Opening: July 18, 2018 – 2:00pm
 - 5) Scope Reviews & Vetting of Contractors: July 19 through July 24, 2018
 - 6) Landscaping Start Date: August 15, 2018
 - 7) Landscaping Completion Date: September 7, 2018
- B. Bidder shall acquaint itself with the nature and content of the other Bid Packages of this Project. Bidder shall be familiar with the phase(s) of construction and the extent of how this and the other Bid Packages affect its Work. It is Imperative to review all Bid Packages Scopes of work to further assist determining the scope of your work. Any irregularities should immediately be brought to the Construction Managers attention.

3.11 OTHER BID CONSIDERATIONS

- A. PREVAILING WAGES –The successful Bidder and its Subordinate Parties shall comply with the Prevailing Wage requirements described in Section 00870 Labor Relations in the Project Manual and be in good standing with the unions.

PART 4 - BIDDING PROCEDURE

4.01 FORM AND STYLE OF BIDS

- A. Bid Proposals shall be submitted on the Bid Proposal Form included in Section 00400 with the Bidding Documents.
- B. All blanks on the Bid Proposal Form shall be filled in by typewriter or manually in ink.
- C. Where so indicated by the makeup of the Bid Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- D. All interlinear marks, alterations or erasures shall be initialed by the signer of the Bid Proposal.
- E. All requested Alternates and/or Unit Prices shall be bid. A dollar amount of each Alternate and/or Unit Price in both words and numerals, even if the amount is \$0.00, shall be included. Terminology such as "No Bid", "Not Applicable", "No Change" or "Does Not Apply" shall not be used. If the Alternate and/or Unit Price will not apply to the Bidder, an amount of \$0.00 shall be included.
- F. Each copy of the Bid Proposal shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract of the size and scope of the Agreement. A Bid Proposal by a corporation or LLC shall further indicate the state of incorporation or registration. A Bid Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- G. The Work of an individual Bid Category described in these documents is the sole responsibility of the successful Bidder for that Bid Category. Bids will only be accepted on the full scope of Work outlined by this Bid Package/Bid Category. The Work of each Bid Category is described in Section 00220 Work Scopes. Work Scopes are provided as a general guideline to assist bidders in defining their work. These scopes of work in no way are intended to be a full or complete description of the work to be performed under any said Bid Package.
- H. Each Bid Proposal received shall be in strict conformity with the requirements of the Bidding Documents, including, but not limited to, the Description of the Work/Special Provisions, Work Scopes and Scheduling information.
- I. All Bidders are required to sign and fully execute the Scope of Work (Section 00220), the COA Apprenticeship Certificate (Section 00405a) COA Bidders Certificate (Section 00405) Certificate of Compliance With Illinois Drug-Free Workplace Act Form (Section 00410), Certificate Regarding Sexual Harassment Policy Form (Section 00420), Non-Collusion Affidavit (Section 00430), Bidders Tax Certification Form (Section 00440) Prevailing Wage Affidavit (Section 00450) and the Bidder's Eligibility Certificate Form (Section 00495) included following the Bid Form (Section 00400). Failure to provide fully executed copies of these forms could result in your proposal being found as Non-Responsive.

4.02 BID SECURITY

- A. Bid security in the form of a bid bond issued by a qualified surety, certified check, cashier's check or cash in the amount of ten percent (10%) of the Base Bid amount will be required at the time of submission of the Bid Proposal. Bid bonds shall be duly executed by the Bidder, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties providing bonds for this Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better.
- B. Bid bond shall pledge that the Bidder, with the understanding that if it's Bid Proposal is accepted, will enter into a Contract Agreement with the Construction Manager for any of the Bid Categories accepted from its Bid Proposal and will be responsible for the faithful performance of the Agreement and the payment of all obligations arising there under. The attorney-in-fact, who signs the surety bond must submit along with the bond, a certified and effectively dated copy of his/her power of attorney.
- C. Bid Bond Form AIA Document A310, is approved for use on this Project.
- D. The bid security obligees shall be the City of Aurora and the amount of the bid security shall become its property in the event that the Bidder fails, within fifteen (15) days of notice of award or receipt of the Agreement form, to execute the Agreement. In such case, the bid security shall be forfeited to the Construction Manager as liquidated damages, not as a penalty.
- E. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Agreement has been executed or (b) the specified time has elapsed so that Bid Proposals may be withdrawn, or (c) all Bid Proposals have been rejected.
- F. Bid security will be returned to the successful Bidders after the Agreement has been executed. The bid security of Bidders that are not under consideration for award of the Agreement will be returned to those Bidders.

4.03 SUBMISSION OF BIDS

- A. All copies of the Bid Proposal, the bid security and any other documents required to be submitted with the Bid Proposal shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, if applicable, the designated portion of the Work for which the Bid Proposal is submitted. If the Bid Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL" on the face of the envelope.
- B. Bid Proposals shall be deposited at the designated location prior to the time and date for receipt of Bid Proposals indicated in the Advertisement to Bid, or any extension thereof made by Addendum. Bid Proposals received after the date and time for receipt of bids may be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bid Proposals.
- D. Oral, telephonic, facsimile or telegraphic Bid Proposals or bid securities are invalid and will not receive consideration.
- E. Bid Proposals will only be accepted for individual Bid Categories. Bidders are required to bid an entire Bid Category. Bidders may bid more than one Bid Category.

4.04 MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

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

PART 5 - CONSIDERATION OF BIDS

5.01 OPENING OF BIDS

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

5.02 REJECTION OF BIDS

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

5.03 ACCEPTANCE OF BID (AWARD)

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

PART 6 - POST BID INFORMATION

6.01 POST BID INFORMATION

- A. After the Bids are received, tabulated, and evaluated, the apparent low Bidders when so requested shall meet with the Construction Manager at a post-bid meeting for the purposes of determining completeness of scope and any contract overlaps or omissions. If requested, the Bidder shall submit additional qualification forms or other information as required in the Instructions to Bidders. The Bidder will provide the following information at the post-bid meeting:
 - 1. Designation of the Work to be performed by the Bidder with its own forces including manpower for the Subcontractor and that of its Subordinate Parties.
 - 2. Detailed cost breakdown of the Bidder's Bid Proposal including labor, equipment and material unit prices.
 - 3. A list of names of the Subordinate Parties proposed for the principal portions of the Work.
 - 4. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.
 - 5. The names and backgrounds of the Bidder's key staff members including superintendent and assistants. Bidder shall be requested to establish the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - 6. Commitment to construction schedules, identification of items requiring long lead deliveries and manpower information in accordance with Section 00230 of the Project Manual.
- B. Prior to award of the Agreement, the Construction Manager will notify the Bidder if either the Owner, the Architect/Engineer, or the Construction Manager, after due investigation, has reasonable objection to any proposed Subordinate Party. If the Owner, the Architect/Engineer or the Construction Manager has reasonable objection to any proposed Subordinate Party, the

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

- C. Upon the Award of the Agreement, the Subcontractor shall submit to the Construction Manager a complete list of all items, products, and layouts for which shop drawings, brochures, or samples are required; name of each Subordinate Party; and date of planned submission. Refer to Section 01330 Submittals of the Project Manual for additional information.
- D. The Bidder will be required to establish to the satisfaction of the Construction Manager, the Owner and the Architect/Engineer, the reliability and responsibility of the Subordinate Parties proposed to furnish and perform the Work described in the Bidding Documents.
- E. Prior to execution of the Agreement, the Bidder shall Not be required to furnish a separate Performance and Payment Bond. R. C. Wegman Construction Company, acting as Construction Manager will furnish these Bonds.
- F. Before commencement of any Work, a Certificate of Insurance executed by Bidder's insurance agent or carrier showing evidence of required insurance coverage shall be submitted in accordance with the Insurance Requirements set forth in Section 00620 of the Project Manual.
- G. The Agreement Form to be used for this project is described in Section 00500 of the Project Manual.
- H. Awarded Contractor shall provide any additional information, as necessary, to the Construction Manager including, but not limited to, breakout unit costs for Scope of Work line items included as part of the Base Bid (i.e. Special Provisions and/or IDOT Code line items, etc.).
- I. Awarded Contractor shall provide any additional information, as necessary, to the Construction Manager including, but not limited to, documentation related to grant funding, state funding, state / local requirements, etc.
- J. Awarded Contractor shall be responsible for printing all Construction Set of Documents including Drawings and Specifications in its entirety for their own use, at their own costs and at their own risks.

END OF SECTION 00100

**SECTION 00210
DESCRIPTION OF THE WORK/SPECIAL PROVISIONS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 PROJECT DESCRIPTION

- A. The scope of the overall Project generally consists of the **Construction of an 11,000 square foot single story New Fire Station building. Building consisting of Glue-Lam & Cold Formed Metal Framing with Masonry/Masonry Veneer with siding and associated Interior Finishes and Site Work.**

1.03 SUMMARY OF THE BID CATEGORIES/WORK SCOPES

- A. The following is a listing of Bid Categories for Bid Package 2R for the **New Fire Station No. 7**. All work relative to the Bid Package is identified on plans and specifications as prepared by the Construction Manager and the Architect/Engineer. Each Bid Category description identifies the Scope of Work to be performed by the Bidder as designated by the Construction Manager.

BID CATEGORIES

BP2R-02C – Landscaping

Specific Bid Category/Work Scope descriptions are found in Section 00220.

1.04 SPECIAL PROVISIONS

- A. The following special provisions form a part of each Bid Category Work Scope and apply to each Subcontractor's Scope of Work found in Section 00220.
- B. The Bid Category/Work Scopes should in no way be construed as being all inclusive. The Work Scope is issued as a guide to aid in the assignment of Work. If conflict regarding assignment of Work exists between the drawing notes and these descriptions, the Description of the Work and Bid Category/Work Scopes will take precedence. Notwithstanding the foregoing,

the Subcontractor shall carefully review and compare the Drawings and Specifications with the Work Scopes, and if a conflict exists, the Subcontractor shall immediately notify R. C. Wegman Construction Company in writing. The Bid Category numbers and the specification section numbers are not, in all cases, identical.

- C. Bidders are required to bid the entire Bid Category. Bids will only be accepted for individual Bid Categories. A Bidder may bid more than one Bid Category. Review the “Instructions to Bidders” in Section 00100 for specific Bid Proposal instructions.
- D. Each Bidder is to carefully examine the Milestone Dates enclosed in the Bidding Documents. Each Bidder shall be prepared to review at the post-bid meetings a schedule for the engineering, fabrication, delivery and installation of its Work. This information will be considered in the award recommendation.
- E. All Subcontractors are to coordinate all Work with the work of other trades for proper function and sequence. Subcontractor must furnish approved copies of shop drawings, mock-ups, and technical data to other contractors designated by R. C. Wegman Construction Company for the purposes of coordination of this Work. Subcontractor must provide to all other trades all information (drawings, diagrams, templates, embeds) and other related Work necessary for the proper coordination of the Work of all trades. Each phase of the Work shall be coordinated, and the coordination plan approved by R. C. Wegman Construction Company prior to proceeding. Subcontractor shall keep informed as to Work of all trades engaged in the Project, and shall execute Work in such a manner as not to delay or interfere with the progress of other trades involved. Subcontractor is required to schedule its Work so that no other party is delayed in execution of its work. Subcontractor is required to employ competent supervision on the Project throughout the entire period of construction to ensure proper coordination.
- F. Subcontractor will furnish before any Work is started, evidence of ISO Certification or documented procedures for process control, including drawings, submittals, inspection/surveillance and training. In lieu of defined procedures, Subcontractor will follow R. C. Wegman Construction Company’s documented procedures for process control.
- G. When it is necessary to modify or tie into existing utility services, Subcontractor shall notify R. C. Wegman Construction Company in writing a minimum of 48 hours prior to the planned disruption. All disruptions shall be scheduled with R. C. Wegman Construction Company and shall be kept to a minimum time. Tie-ins and shutdowns of existing utilities may have to be performed during off hours. Subcontractors are to include any required premium time in the Base Bid.
- H. If Owner will occupy the premises or a portion of the premises during the construction, Subcontractor shall cooperate with R. C. Wegman Construction Company and Owner in all construction operations to minimize conflict, and to facilitate Owner occupancy.
- I. The Subcontractor shall examine the existing site conditions and carefully compare them to the Drawings. All measurements must be verified from actual observation at the Project site. The Subcontractor is responsible for all Work fitting in place in approved, satisfactory and workmanlike manner in every particular. If the Subcontractor encounters unexpected existing site or building conditions, it shall cease operations immediately to minimize damage and shall immediately notify R. C. Wegman Construction Company in writing. Subcontractor shall bear all costs, expenses or damages arising or resulting from its failure to comply with this paragraph.
- J. Hoisting of material or equipment above occupied areas will NOT be permitted unless approved by R. C. Wegman Construction Company and the existing structure has been properly verified

by a licensed professional Engineer to be able to bear the load of the material or equipment being hoisted if accidentally released. It is the responsibility of the Subcontractor performing such hoisting to properly and adequately reinforce existing structure if required.

- K. Each Subcontractor shall provide access, equipment, and assistance via ladder, lift or other means for the Construction Manager's Independent Testing Company(s) representative(s) as needed in the performance of tests or inspections of said subcontractor's work.
- L. If Commissioning is required per Section 01715 - Facility Commissioning, each subcontractor shall be responsible for the requirements of this Section, including completion of work specific checklists similar to those provided in the Specifications.
- M. The documents are a cooperative set. Drawings (Civil, Architectural, Structural, Mechanical, Electrical, etc.) and specifications are cooperative and contractors are to bid to all documents. For example, Structural and Misc. Steel items shown on Architectural Drawings are to be included in the Steel Contractors work as if shown on Structural Drawings. Discrepancies between drawings and specifications are to be identified to R. C. Wegman Construction Company. If not identified and clarified by the Construction Manager in writing, subcontractor is to bid the most restrictive and most expensive of the items in question.
- N. Each bidder shall submit at a Post-Bid Conference a schedule for the engineering, fabrication and delivery of the work. The schedule is to be based on the time required for delivery to the job site, commencing with the time that approved shop drawings are returned to the Subcontractor. Specified delivery information is required for each type of material. This information will be considered in the award recommendation. The subcontractor's work sequence will also be reviewed.
- O. Each Sub Contractor or their Sub Contractors shall contact and coordinate with DIGGER and or JULIE, local Sanitary District and the local Building Department prior to performing excavation of any kind and shall protect all existing utilities from damage due to your work. The Subcontractor or their Sub-Subcontractor shall be licensed and bonded with the city or Municipality where the project is located. Subcontractor is responsible for notifying the R. C. Wegman Construction Company Superintendent of his intention to dig or excavate and for providing a complete plan that shows all areas of digging. Subcontractor is to notify all the appropriate authorities having jurisdiction over the work area and obtain a dig number and or approval to dig. Subcontractor agrees to notify the R. C. Wegman Construction Company Superintendent of the dig number/approval notice and date of call to the appropriate authorities. Subcontractor further agrees that it is absolutely forbidden to do any machine excavation above any utility lines.
- P. Subcontractor shall assure that underground utilities are not damaged by its excavation, trenching, auguring, drilling or other operations. Subcontractor shall contact the appropriate utility or utility locator service to inspect its work area to locate and mark underground utilities. Subcontractor shall preserve markings, or have location marked again, so that equipment operators know where utilities are located. Utilities shall be exposed by hand digging only. Subcontractor shall train its operators, foreman and superintendent in proper procedures to avoid damaging underground utilities. Subcontractor is to provide a "Daily Pre-Excavation Planning Checklist" to the R. C. Wegman Construction Company Superintendent before excavating. Subcontractor agrees not to let their dig number expire until their work is fully completed.
- Q. Each subcontractor is to provide their on-site superintendent with a mobile /cell phone and provide that mobile / cell phone number to R. C. Wegman Construction Company's on site superintendent.
- R. Hot Work Permits will be required for all cutting and burning activities.

- S. Subcontractors will allow for the off-site storage of all materials at no additional cost to the Owner or Construction Manager. If the subcontractor expects payment for stored or fabricated materials off-site, this should be clearly noted with the bid and all requirements noted in the Project Manual shall be fully executed to the satisfaction of R. C. Wegman Construction Company (insurance, etc.). Payment for standard steel shapes and/or readily available materials stored off-site will not be allowed.
- T. Subcontractors shall provide a properly equipped and trained flag person who will be on-site for all deliveries to facilitate trucks entering and exiting the site pertaining to said subcontractor's work scope.
- U. Subcontractors are responsible to clean up debris associated to performance of their work and shall at all times maintain a clean and safe job-site.
- V. Subcontractors are responsible for all shipping, storage, transportation, and handling costs what so ever required to provide a steady flow of material to the site.
- W. Subcontractors must obtain a barrier removal permit from the Construction Manager, in order to remove any safety cabling, railings, opening covers, etc., as necessary to perform work. Subcontractor shall immediately reinstall same as soon as practical but under no circumstances leave the area unattended causing a safety hazards to others.
- X. Subcontractors shall provide a job logistics plan to R. C. Wegman Construction Company prior to performing any critical load picks.
- Y. Subcontractor is to schedule all deliveries of materials and equipment with on-site Superintendent, a minimum of ten (10) days in advance and be prepared to receive and unload said deliveries on site. If the foregoing notification requirements are not adhered to, R. C. Wegman Construction Company, hereinafter referred to as RCW, reserves the right to refuse, warehouse or return to the carrier, the shipment in question. In this case, all costs incurred by RCW i.e. handling, storage, protection, etc. will be borne by the Subcontractor. In the event RCW chooses to accept the delivery on the Subcontractor's behalf, the signature of an employee, servant or other authorized agent acknowledging the receipt of such material shall not constitute acceptance of the contents, until an actual inspection has been conducted by this Subcontractor. In addition, RCW does not accept any responsibility/liability for verifying the quantity, type of materials, safety, etc. of said deliverers.
- Z. The scheduling of work by all Subcontractors for the project has been carefully planned. In the event that any of the material by the Subcontractor is on backorder, not available, etc., the Subcontractor is responsible for the costs incurred by the other trades for delays associated to material backorders or shipment delays.
- AA. Any damage to property including manholes, structures, curbs, sidewalks, landscaping, etc., by delivery trucks will be back charged to the respective subcontractor.
- BB. Subcontractor shall perform all the work required under this agreement including work not shown on the drawings or stated in the specifications but reasonably inferable there from. The completed work shall comply with all laws, codes, ordinances and regulations ("codes") or exceed same where expressly required. Prior to commencing any work, the subcontractor is required to notify RCW in writing of any aspect of the referenced drawings and specifications that fail to comply with "codes", regulations of which he has knowledge. Subcontractor's review of drawings and specifications for compliance with "codes" is to be ongoing and include comparison of revised drawings and specifications or updates of same to previous issues to ensure the completed work complies with codes. Any work performed by the subcontractor that is not in compliance with code requirements shall be corrected at Subcontractor's sole expense.

- CC. Subcontractor understands that the bid documents are not necessarily complete in all details and that the Subcontract price is based upon the Subcontractor providing a complete system including all necessary items required or implied.
- DD. Subcontractor agrees to pursue value engineering on the Owner's behalf and per the direction of RCW for the duration of the project.
- EE. Subcontractor is responsible for the coordination of the various parts of the work so that no part shall be left in an unfinished or incomplete condition or not in compliance with the project requirements / codes / laws / regulations / etc.
- FF. Subcontractor is to furnish and install firesafing / firestopping around penetrations for their work as required by code.
- GG. Subcontractor agrees that for all equipment/material utilized during the course of construction, the Subcontractor shall provide additional warranty extensions and maintenance as required so as to provide the Owner with the specified warranty period commencing at the Final completion date of the project. The items include, but are not limited to the following: sump pumps, lift stations, boilers, compressors, fans, controllers, switchboards, light fixtures, pumps, elevators, HVAC equipment, etc.
- HH. Subcontractor agrees to test their equipment/installed work as necessary so as not to impede the schedule or unduly burden the Construction Manager with added costs for temporary heating etc. Subcontractor agrees to perform its testing as often as required at no additional cost to the Construction Manager.
- II. Costs for repair of damage to cast in concrete members, and especially to post-tensioning tendons and anchors that are damaged as a result of this Subcontractor, all of the repair and retrofit costs shall be borne by this Subcontractor.
- JJ. During the punchlist phase of work, Subcontractor shall provide a staff, sufficient in size exclusively dedicated to the conduct of the punchlist work, completely under the Construction Manager's direction. This staff shall not participate nor share responsibility for the phases of Subcontractor's work being performed concurrently with the punchlist work phase.
- KK. Subcontractors furnishing embeds to other sub-trades for insertion by them, are responsible for having the embed items reviewed, inventoried and accepted by the sub-trade responsible for their installation. This is to be evidenced by a signed detailed inventory list. Failure to obtain the signature of transfer of materials will result in the subcontractor having to replace said missing items at their own expense with out an extension of time.
- LL. All warranty work, punchlist work and any other work completed after Owner occupancy shall be performed by the Subcontractor during off-hours or as scheduled by the Construction Manager's Superintendent at no additional cost to the Construction Manager or Owner. All punch list work is to be completed per R. C. Wegman Construction Company punch list schedule time frame. Failure to do so will result in liquidated damage's being assessed by R. C. Wegman Construction Company and Owner charged to the Subcontractor.
- MM. In the event a Subcontractors field extra work order is required as a result of unforeseen conditions, the item necessitating the work order must be priced out and submitted to R. C. Wegman Construction Company within 48 hours for approval. Failure to provide pricing within the 48 hour time period will result in forfeiture of Subcontractor's right to payment.
- NN. Subcontractor shall not submit an extra work claim for any items/activities that are indicated within the contract documents or are reasonably inferred therein. If an extra work ticket is submitted and it is determined by the Construction Manager, Ownership and/or their consultants that this work is already included as part of the Subcontractors scope of work, the Subcontractor shall be responsible for reimbursing the Construction Manager /Owner the value of the extra work ticket plus a fee of 15% to cover the Contractors time in researching and defending the item.

- OO. Subcontractor shall not be entitled to any additional compensation for extra work performed without the prior consent of the Construction Manager Project Manager.
- PP. Priced claims and/or Change Order Requests shall be timely submitted to the Construction Manager within (10) ten working days after being requested. Failure to submit pricing within (10) ten working days shall preclude the Subcontractor from receiving any additional compensation and/or time and they will be required to perform said work the same as if they were being compensated.

END OF SECTION 00210

EXHIBIT “A”**CITY OF AURORA FIRE STATION No. 7**
SECTION 00220-BP2R-02C**LANDSCAPING SCOPE OF WORK**

BP2-02C – Landscaping work scope includes, but is not limited to:

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

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

ADMINISTRATIVE RESPONSIBILITIES

2. **INSURANCE:** This Contractor shall provide a certificate of insurance per project specifications to be reviewed and approved by R.C. Wegman Construction Company prior to commencing work on site. Coverage must be primary and non-contributory and a Waiver of Subrogation applies to both General Liability and Workers Compensation and shall include specific parties per "Exhibit G" of bid / contract documents as additional insured. (Please see section 00620 – Insurance to find "Exhibit G") No additional costs will be accepted by R.C. Wegman Construction Company for failure to include all costs associated with the project insurance requirements in your bid.
3. **CERTIFIED PAYROLL:** This Contractor is responsible for providing all certified payroll documentation as required by R.C. Wegman Construction Company and to adhere to all state, federal and local labor laws having jurisdiction over this project which is a public works and prevailing wage project.
4. **SUBMITTALS:** All submittals by this contractor must be presented per plans and specifications and substitutions will not be accepted unless authorized as "or equal" or secondary preference in the plans and specifications. All submittals need to be submitted in an electronic version.
5. **PROJECT LOGISTICS PLAN:** This Contractor shall submit a project logistics plan to R.C. Wegman which indicates proposed construction access, excavation / installation sequence, areas of disturbance, material hauling routes within the site, stockpile locations and equipment staging areas. This project logistics plan must be reviewed and approved by R.C. Wegman and the Owner (48) hours prior to commencing This Contractors work scope on site.

SAFETY RESPONSIBILITIES

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

REVIEW RESPONSIBILITIES

10. **REVIEWING BID DOCUMENTS:** This Contractor shall be responsible for reviewing all bid documents. The work scope items listed are provided as correlative and generic guidelines only and are no way binding to R.C. Wegman Construction Company as complete work scope definitions and coverage. **Please review ALL SCOPES to help clarify your scope of work.** It is the intent of R.C. Wegman Construction Company to avoid omissions and overlaps of work. In the event your firm discovers discrepancies, omissions or overlaps in work scope coverage, please contact R.C. Wegman immediately for clarification or your firm may be responsible for said work scope item. (Please send all RFIs during the bidding process to bid@rcwegman.com)
11. **DISCREPANCIES:** Any discrepancies between plans or plans and specifications shall be brought to the attention of R.C. Wegman Construction Company prior to bidding for clarification; or R.C. Wegman Construction Company will consider all costs included in the Bid Proposal.

MOBILIZATION RESPONSIBILITIES

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

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

JOB SITE RESPONSIBILITIES

15. *DELIVERIES*: This Contractor is responsible for its own deliveries of materials including storage and the protection there of.
16. *DAILY CLEAN-UP*: This Contractor is responsible to perform daily clean-up of debris associated to this work scope into dumpsters provided by others and to compact and break down large debris such as boxes, crates, etc., prior to placement into dumpster. This requirement is mandatory and will be strictly enforced by R.C. Wegman Construction Company. If This Contractor fails to cooperate with this daily clean-up procedure and R.C. Wegman is forced to perform the clean-up for your firm, R.C. Wegman will deduct the cost for the labor to perform the clean-up from this Contractor's subcontract amount.
17. *TRAFFIC CONTROL*: This Contractor shall be responsible for traffic control and to keep existing roads clean from mud and debris at all times while performing this work scope with continual diligence throughout the work day to avoid traffic hazards. This maintenance is critical to state and local life safety ordinances and will be strictly enforced.
18. *TEMPORARY BRACING*: This Contractor is responsible for any and all temporary bracing that may be required to keep elements in this work scope plumb and level prior to installation of final building components that integrate with this work scope.
19. *DEWATERING*: This Contractor is responsible to furnish all material, labor and equipment necessary to dewater the project site and to keep free from water under any circumstances in compliance with all IEPA standards.

VOLUNTARY ALTERNATES

20. All Bid Proposals must be based upon the Contract Documents. **In addition to a Base Bid Proposal, the submission of Voluntary Alternates is acceptable and highly encouraged.** If a Voluntary Alternate is submitted for consideration, it shall be expressed on the bid form as a specific add or deduct amount from the Base Bid Proposal on the appropriate designated area on the bid form. If a Voluntary Alternate is submitted, the Bidder shall also submit sufficient information in the form of drawings, specifications, test data, delivery dates, scheduling issue considerations and all other information necessary and sufficient for analysis of the Voluntary Alternate. The Owner reserves the right to unilaterally accept or reject Voluntary Alternates and to determine if the Voluntary Alternates will be considered in the awarding of the Agreement. **Noting that the Voluntary Alternates may be considered in awarding of the Agreement, your participation in submitting Voluntary Alternates is not only highly encouraged, but also considered exclusive to your Base Bid Proposal and will not be used as submitted for any other Base Bid Proposal evaluation. With the above being duly noted, please consider submitting a Voluntary Alternate to your Base Bid Proposal that will assist in overall project cost and budget containment.**

SPECIAL CONSIDERATIONS

21. Please review **ALL ALTERNATES** and place pricing information if applicable in space provided on bid form.
22. Please review **ALL UNIT PRICING REQUESTS**, place pricing information if applicable in space provided on bid form.
23. Please review Section 012100 – **ALLOWANCES** for any allowances pertaining to your Bid Package. All Allowances should be included in your Base Bid Number.

SPECIFIC SCOPE OF WORK ITEMS

24. Provide all material, labor equipment, means and methods necessary to provide (per plans, specifications, addenda and all applicable codes), but not limited to, the following:
 - This Contractor is responsible for their own layout from control points established by others.
 - Complete and fully functional landscaping system as shown in its entirety on all “L” Designated Sheets and Specifications. The system includes, but not limited to, the following:
 - Canopy trees
 - Evergreen trees
 - Understory trees
 - Deciduous shrubs
 - Evergreen shrubs
 - Ornamental grasses
 - Perennials
 - Turf grasses
 - Naturalized planting areas
 - Erosion and nuisance control in all seeded and landscaped areas
 - Overseeding, as required
 - Supplemental planting, as required
 - Mulches
 - Amended topsoil
 - Fertilizer
 - Planting soil mix
 - Herbicide
 - **NOTE: This Contractor shall be responsible for all requirements related to, but not limited to, the following:**
 - **Project conditions**
 - **Submittals**
 - **Quality assurances and evaluations**
 - **Delivery, storage, handling and scheduling**
 - **Warranties, guarantees and acceptances**
 - **Installation, preparation and methods**
 - **Cleaning, removal and repair**

- **Irrigation and supplemental watering**
- **Plant maintenance and maintenance service**

- **NOTE: This Contractor shall be responsible for the removal and legal disposal of all excess excavated materials from the site to an approved location.**

- **NOTE: The Excavation Contractor shall be responsible for spreading a minimum depth of 6" topsoil over all excavated areas. Additional topsoil needed to complete the installation of all landscape items shall be the responsibility of the Landscape Contractor.**

End of Section 00220-BP2R-02C Landscaping Work Scope

**SECTION 00230
SCHEDULE AND PHASING**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 MILESTONE SCHEDULE

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

- 1) Out to Bid: July 26, 2018
- 2) Bidding RFI: Prior to July 13, 2018
- 3) Last Addenda Issued: July 16, 2018
- 4) Bid Opening: July 18, 2018 – 2:00pm
- 5) Scope Reviews & Vetting of Contractors: July 19 through July 24, 2018
- 6) Landscaping Start Date: August 15, 2018
- 7) Landscaping Completion Date: September 7, 2018

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

1.03 PRELIMINARY PROJECT SCHEDULE

- A. Please refer to the Milestone Dates Above Section 1.02 B
- B. Schedule is preliminary and to be used as a reference to aid in Bidding procedure.

1.04 CONSTRUCTION SCHEDULE DEVELOPMENT PROCESS

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

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

- B. A Subcontractor shall submit to R. C. Wegman Construction Company within fifteen (15) Days of award of an Agreement, a construction schedule showing all activities contained in the Subcontractor's scope of Work. This schedule shall include activity descriptions and durations in working days, for shop drawings, fabrication, delivery and installation of products, materials and equipment. This schedule shall identify precedent relationships between Subcontractor's activities and those of other subcontractors, the dollar value, necessary manpower loadings, and precedent activities for other subcontractors. The activities on the schedule must be at a level of detail approved by R. C. Wegman Construction Company and should agree with the terminology and

building sequencing established by R. C. Wegman Construction Company. R. C. Wegman Construction Company will compile all Subcontractors' schedules and develop a project master construction schedule. Once the individual subcontractors schedules are agreed upon by R. C. Wegman Construction Company, this project master construction schedule will become the project plan for construction.

- C. Special requirements and/or sequencing issues should be brought to the attention of R. C. Wegman Construction Company. It is intended the milestones remain in effect and all Bidders agree to accept the milestone dates. R. C. Wegman Construction Company reserves the right to revise the project master construction schedule as deemed necessary.
- D. R. C. Wegman Construction Company shall periodically update the project master construction schedule and display it at the Project site. Subcontractor shall familiarize itself with the project master construction schedule and how it will affect or modify its operations, including coordination with the activities of other subcontractors. Reasonable changes in sequencing, durations and phasing are to be expected with each master schedule update. These changes will be made by Subcontractor at no additional cost.
- E. If it is apparent Subcontractor is unable to perform its Work in the sequence indicated or the time allotted, Subcontractor must notify R. C. Wegman Construction Company within five (5) Days after initial publication of the project master construction schedule. Subcontractor's schedule of activities may be re-sequenced, and the schedule may be adjusted, provided all Work is completed within the stated milestone dates and provided R. C. Wegman Construction Company and affected subcontractors are notified of the change within five (5) calendar days of receipt of the schedule and the change does not otherwise negatively impact the other scheduled work; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Subcontractor.
- F. If Subcontractor delays progress for any reason other than those delays specifically excused under the Contract Documents, Subcontractor will take all necessary steps to expedite its Work to maintain milestone target dates at no expense or additional cost to Owner or R. C. Wegman Construction Company.
- G. If Subcontractor is behind schedule and is so notified by R. C. Wegman Construction Company, Subcontractor shall be required to accelerate the Work at its own expense. Subcontractor shall furnish to R. C. Wegman Construction Company a short interval schedule of its Work showing location, number of men and crew required to get back on the agreed upon master construction schedule. If Subcontractor fails to maintain and meet the short interval schedule, R. C. Wegman Construction Company reserves the right to take whatever steps it deems necessary in its sole discretion to recover the schedule at the Subcontractor's expense. The Subcontractor shall employ such means as overtime work, multiple work shifts, and additional equipment, all without additional compensation, and shall continue to do so until the progress of the Work, in the opinion of R. C. Wegman Construction Company, is in conformance with the master project construction schedule.
- H. Subcontractor agrees that it shall have no claim against the Owner, Architect, or R. C. Wegman Construction Company for an increase in the contract price nor for a payment or allowance of any kind for damage, loss, or expense arising or resulting from delays, regardless of whether the delay is the basis for an extension of time. This provision includes claims for damage, loss, or expense arising or resulting from interruptions to, or necessary suspension of, Subcontractor's Work to enable other subcontractors to perform their work.
- I. Subcontractor must note as in 1.02.A above that the remaining work scopes will be performed in future Bid Packages and the schedule milestones and completion dates may adjust to

accommodate the schedules of future Bid Packages to be determined by R. C. Wegman Construction Company. Subcontractor shall have no claim to addition costs or charges to Owner, Architect or R. C. Wegman Construction Company resulting from minor adjustments to the schedule as R. C. Wegman Construction Company will consider all Subcontractor's durations and will not reduce original time frames allotted for any Subcontractor without consent by said Subcontractor.

PART 2 - PHASING

2.01 PROJECT SEQUENCING

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

END OF SECTION 00230

SECTION 00240
SPECIAL SCHEDULE CONSIDERATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 OUT OF SEQUENCE WORK

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

END OF SECTION 00240

DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS
Section 00400 – Bid Form

BIDDER'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

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

TO: City Of Aurora, IL
44 East Downer Place
Aurora, IL. 60505

PROJECT: New Fire Station No.7

1. BASE BID:

BID PACKAGE # BP2R-02C – LANDSCAPING –Re-Bid

The Undersigned, having inspected the construction site and having familiarized themselves with the conditions likely to be encountered affecting the cost and schedule of the work, and having thoroughly familiarized themselves with the Bidding Documents; hereby proposes to provide all labor, materials, tools, equipment, utilities, transportation, supervision services, and incidentals necessary to construct and complete their respective Bid Package for the City of Aurora New Fire Station Locate at: 824 Kenilworth Place Aurora, IL. In accordance with said Contract Documents, for the Base Bid Sum of:

_____ Dollars(\$ _____)

and, if this proposal is accepted, agrees to execute a formal Contract subject to modifications as may be exercised by the Owner under alternate proposals.

2. ALTERNATES:

NONE

3. VOLUNTARY ALTERNATES:

Please Check here _____ if you have attached a Voluntary Alternate to your Bid Proposal.

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

<u>MANUFACTURER'S NAME AND PRODUCT</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. UNDERSTANDING: The Undersigned in submitting this proposal agrees to the following:
- A. Not to withdraw their proposal for a period of ninety (90) days after the date of the Bid Opening.
 - B. To enter into and execute a Contract, if same is awarded to them on the basis of this Proposal, and to furnish Contract Bonds (if required), within five days of a written "Notice of Award".
 - C. To construct the Work in accordance with the intent of the Contract documents.
 - D. That the owner reserves the right to reject any and all Bids and to waive irregularities in the Bidding, and to award the contract in its best interest.
 - E. That any alterations to this Bid Form may result in disqualification of the Bid.
7. CONTRACT DOCUMENTS: The Undersigned acknowledges the following documents as the basis for their proposal:
- A. Advertisement for Bids.
 - B. Instructions to Bidders
 - C. Standard Form of Agreement Between Contractor and Subcontractor, AGC Document No. 750 Edition by reference.
 - D. Supplementary and General Conditions. Refer to AIA – A201 – 2007 version
 - E. Project Manual, dated June 2018 including all Divisions and Sections of the Specifications.
 - F. Drawings indexed in the Project Manual.
 - G. Scope of Work Letters per individual trade/specifications.
 - H. ADDENDA: The undersigned further acknowledges receipt of Addenda as listed below and represents that any additions to, modifications of, or deletions from the Work specified, as called for in these Addenda, is included in the Base Bid Sum.

Please Fill in Construction Managers and Architects Addenda acknowledged

CONSTRUCTION MANAGERS ADDENDUM

DATE

CM – BP2 - 001 _____
CM – BP2 - 002 _____
CM – BP2 - 003 _____
CM – BP2 - 004 _____

ARCHITECT ISSUED ADDENDUM

DATE

No. _____
No. _____
No. _____
No. _____

8. BID SECURITY: The undersigned shall attach to this Form of Proposal a Bid Bond, bank cashier’s check, or cash in an amount not less than 10% of the Base Bid amount, payable to City of Aurora which is agreed will be forfeited to the Owner if the undersigned fails to execute the Standard Form of Agreement between Contractor and Subcontractor (AGC Document No. 750,), as modified herein by the Supplementary Conditions, and which is hereby made a part of this Contract Document by reference, and furnish evidence of their ability to become bonded and provide insurance coverage as specified, within five days after Owner's notification of the intent to award the contract to the undersigned.
9. In signing and submitting this bid, the undersigned certifies that all materials and construction to be provided are as specified in the proposed Contract Documents.
10. TAX EXEMPTION: The Owner is exempt from the Illinois Retailer's Occupation Tax and Use Tax (Sales Tax). The Bidder shall exclude such taxes from consideration in preparing their bid.
11. ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER
 - A. The Undersigned hereby designates the address given below as the legal address to which all notices, directions, or other communications may be served or mailed.

Name of Firm or Joint Venture:

Street Address:

City: _____

State: _____

Zip: _____

Telephone: _____

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

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

2. If a corporation, indicate state in which incorporated: _____

Affix Seal

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

D. Signatures:

1. Individual, partnership or corporation:

Name: _____

By: _____

Title: _____

2. Parties to Joint Venture:

Name: _____

By: _____

Title: _____

Address: _____

END OF SECTION 00400

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

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

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

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

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.

- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

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

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

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

Bidder: _____

By: _____
(Signature)

Address: _____

Title _____

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O16-042, adopted on June 28, 2016.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor. Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

Subscribed and Sworn to

TELEPHONE (____) _____

Before me this ____ day
of _____, 2017

Notary Public

R. C. Wegman Construction Company
CITY OF AURORA FIRE STATION No. 7
Bid Package # 2R

[Contractors With 25 Or More Employees]

CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

_____, having 25 or more employees, does hereby certify pursuant to Section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

By Authorized Agent

Date: _____

SUBSCRIBED and SWORN TO before me
this _____ day of _____, 2018

NOTARY PUBLIC

R. C. Wegman Construction Company
CITY OF AURORA FIRE STATION No. 7
Bid Package No. 2R

CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY

_____ [contractor], does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that [he, she, it] has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

By Authorized Agent

Date: _____

SUBSCRIBED and SWORN TO before me
this _____ day of _____, 2018

NOTARY PUBLIC

R. C. Wegman Construction Company
CITY OF AURORA FIRE STATION No. 7
Bid Package No. 2R

DOCUMENT 00480 - NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

(If an Individual)

Signature of Bidder _____ (Seal)

Business Address _____

(If a Partnership)

Firm Name _____ (Seal)

By _____

Business Addresses (_____)

of all Partners (_____)

of the Firm (_____)

(If a Corporation)

Corporate Name _____

By _____

Business Address _____

(Corporate Seal)

Name of Officers: (President) _____

(Secretary) _____

(Treasurer) _____

Attest: _____

(Secretary)

Name of Bidder _____

Date _____

END OF DOCUMENT 00480

R. C. Wegman Construction Company
CITY OF AURORA FIRE STATION No. 7
Bid Package No. 2R

STATE OF ILLINOIS)
)
COUNTY OF KANE) ss.

BIDDER'S TAX CERTIFICATION

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

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all is provided for in accordance with 65 ILCS 5/11-42.-1-1.

DATED this _____ day of _____, 2018

By _____
(Print Bidder's Executing Officer)

(Signature of Bidder's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2018

Notary Public

(SEAL)

SECTION 00 45 27 - PREVAILING WAGE AND COMPLIANCE AFFIDAVIT

I, _____ on oath hereby state and certify
(President)

that _____ pursuant to a contract
(Company)

dated _____

with R. C. Wegman Construction Co., an Illinois Corporation, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for Kane County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker needed to execute the aforesaid contract or to perform such work.

I also certify that _____
(Company)

shall abide by and comply with all applicable local and State laws relating workmen's compensation, fair employment practices, and prohibiting discrimination in employment as set forth in the IL Human Rights Act including having a written sexual harassment policy.

I further certify that _____
(Company)

has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Signature

Subscribed and sworn to before me

This _____ day of _____, 2018

(Notary Public)

**Prevailing Wage rates for
Kane County effective
Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	13.77	13.20	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
CEMENT MASON	ALL	ALL		44.84	46.84	2	1.5	2	10.00	21.01	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	N	BLD		38.15	40.55	1.5	1.5	2	12.18	12.77	0.00	0.67
COMMUNICATION TECH	S	BLD		40.15	42.55	1.5	1.5	2	11.51	11.24	0.00	1.41
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	N	ALL		47.29	51.69	1.5	1.5	2	14.58	15.87	0.00	0.95
ELECTRICIAN	S	BLD		47.72	51.97	1.5	1.5	2	14.81	13.36	0.00	1.67
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	13.77	13.20	0.00	0.50

LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	13.77	13.20	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	13.77	13.20	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT		38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58

SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SIGN HANGER	ALL	BLD		26.07	27.57	1.5	1.5	2	3.80	3.55	0.00	0.00
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

Legend

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

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations KANE COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEERS - FLOATING

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

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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

Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

DOCUMENT 00495 - BIDDER ELIGIBILITY CERTIFICATE

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be completed, signed and submitted with the Bidder's Form of Proposal.
FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid on a contract for

(Firm name of Contractor)

City of Aurora, IL Fire Station No. 7 certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

Firm name: _____

By: _____ (Typed or printed name)
(Authorized Agent of Contractor)

_____ (Signature)

_____ (Title)

Subscribed and sworn to
before me on this ____ day
of _____, 2018

(Notary Public)

END OF DOCUMENT 00495

**SECTION 00500
CONTRACT FORMS**

PART 1 – CONTRACT FORMS

1. The Contract Agreement Form shall be AGC Document N0. 750
2. The Application for Payment Form shall be AIA Document G702 – “Application and Certification for Payment” supported by AIA Document G703 – “Continuation Sheet”.
3. Certified Payroll is required for this project, a sample Form is included in this Section.
4. In general, other AIA Forms will be utilized as required for Change Orders, Certificate of Substantial Completion, etc.

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

END OF SECTION 01200

R. C. Wegman Construction Company
 CITY OF AURORA FIRE STATION No. 7
 Bid Package No. 1

Date _____

I, _____
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
 (Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
 (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have
 been or will be made either directly or indirectly to or on behalf of said

_____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
 from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
 correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
 set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
 program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
 Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
 with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
 the above referenced payroll, payments of fringe benefits as listed in the contract
 have been or will be made to appropriate programs for the benefit of such employees,
 except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid,
 as indicated on the payroll, an amount not less than the sum of the applicable
 basic hourly wage rate plus the amount of the required fringe benefits as listed
 in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
 SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
 31 OF THE UNITED STATES CODE.

SECTION 00530

CHANGE ORDER

Change Order No. _____

Date: _____

Agreement Date: _____

Name of Project: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to the CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be

(Increased) (Decreased) By : \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (Increased) (Decreased) by _____ Calendar Days.

The Date for Completion of all work will be (Date) _____

Approvals Required:

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

SECTION 00605

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

NAME OF CONTRACTOR
ADDRESS OF CONTRACTOR

~~NOT APPLICABLE~~

a Corporation, hereinafter called Principal, and

NAME OF SURETY

ADDRESS OF SURETY

hereinafter called Surety, are held and firmly bound unto the
hereinafter called **OWNER**, in the penal sum \$ _____ in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the **OWNER**, dated the _____ day of _____, a copy of
which is hereto attached and made a part hereof for the construction of the

NOW, THEREFORE, if the Principal shall promptly make payment in all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the **WORK** provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,
repairs on machinery, equipment and tools, consumed or used in connection with the construction of
such **WORK**, and all insurance premiums on said **WORK**, and for all labor, performed in such
WORK whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any wise affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the _____ day of _____,

CONTRACTOR

BY:

NAME:

(PRINCIPAL)

TITLE:

ADDRESS:

CONTRACTORS CORPORATE SEAL

ATTEST

BY:

NAME: _____ **(PRINCIPAL SECRETARY)**

TITLE: _____

ADDRESS: _____

WITNESS AS TO PRINCIPAL

BY:

NAME: _____

TITLE: _____

ADDRESS: _____

SURETY

BY:

NAME:

(ATTORNEY IN FACT)

(ATTACH VERIFICATION OF POWER OF ATTORNEY)

ADDRESS:



WITNESS AS TO SURETY

BY:

NAME:

ADDRESS:

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all Partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

NAME OF CONTRACTOR
ADDRESS OF CONTRACTOR

NOT APPLICABLE

a Corporation, hereinafter called Principal, and

NAME OF SURETY

ADDRESS OF SURETY

hereinafter called Surety, are held and firmly bound unto the
hereinafter called **OWNER**, in the penal sum of
\$ _____ in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the **OWNER**, dated the _____ day of _____, a copy of
which is hereto attached and made a part thereof for the construction of the .

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the **OWNER**, with or without notice of
the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands
incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all
costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay
the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then
his obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any wise affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each of which shall be deemed an original, this the ____ day of _____,

Any suit under this bond must be instituted before the expiration of the Statute of Limitations applicable to any claim against the contractor named herein.

CONTRACTOR

BY:

NAME:

(PRINCIPAL)

TITLE:

ADDRESS:


CONTRACTORS CORPORATE SEAL

ATTEST

BY:

NAME:

(PRINCIPAL SECRETARY)

TITLE:

ADDRESS:

WITNESS AS TO PRINCIPAL

BY:

NAME:

TITLE:

ADDRESS:

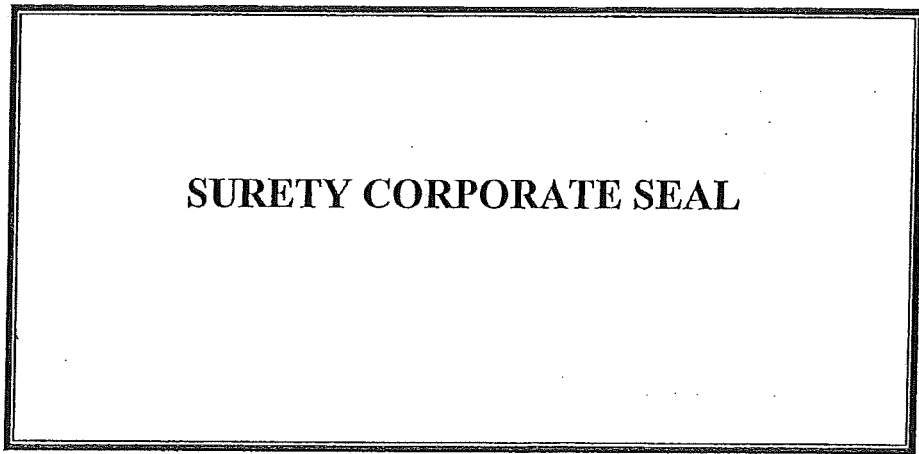
SURETY

BY:

NAME: _____ (ATTORNEY IN FACT)

(ATTACH VERIFICATION OF POWER OF ATTORNEY)

ADDRESS: _____



WITNESS AS TO SURETY

BY:

NAME: _____

ADDRESS: _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all Partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

EXHIBIT "G" – Sample Certificate

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

COVERAGES

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

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

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

All operations performed under Project <Insert Project Name> by or on behalf of Subcontractor. (See attached description)

CERTIFICATE HOLDER	CANCELLATION
General Contractor Name Street Address City, State, Zip	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE SIGNATURE

INITIAL GC _____

INITIAL SUBCONTRACTOR _____

SAMPLE CERTIFICATE

DESCRIPTIONS (Continued from previous page)

Additional Insured: The following are included as Additional Insureds (per ISO endorsement Form CG2010 0704 and CG 2037 0704) with respects to General Liability.

- Aurora Fire Department & Representatives
- City of Aurora, IL.
- R. C. Wegman Construction Company, Inc.
- Dewberry Architects

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

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

Additional Insureds, including their directors, officers, employees, subsidiaries and affiliates:

1. General Contractor
2. Job specific additional insureds (i.e. Owner, Architect, etc.)
3. PLEASE REVIEW THE SUPPLEMENTARY CONDITIONS SC-5.03 FOR ADDITIONAL INSURED REQUIREMENTS

SECTION 00620
INSURANCE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contract Requirements, and to Division 1, General Requirements, which are hereby made a part of this Section.
- B. A sample of the Certificate of Insurance (ACORD) form is included in this section (00620).

1.02 STANDARD INSURANCE REQUIREMENTS

- 1. R. C. Wegman Construction Company Subcontract Master Agreement Insurance Requirements shall govern this Project. A copy of the Subcontract Master Agreement is included in section 00750.

END OF SECTION 00620

ConsensusDocs 750

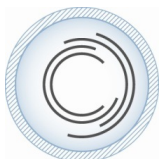
STANDARD AGREEMENT BETWEEN CONSTRUCTOR AND SUBCONTRACTOR



TABLE OF ARTICLES

1. AGREEMENT
2. SCOPE OF WORK
3. SUBCONTRACTOR'S RESPONSIBILITIES
4. CONSTRUCTOR'S RESPONSIBILITIES
5. PROGRESS SCHEDULE
6. SUBCONTRACT AMOUNT
7. CHANGES
8. PAYMENT
9. INDEMNITY, INSURANCE, AND BONDS
10. SUSPENSION, NOTICE TO CURE, AND TERMINATION
11. DISPUTE MITIGATION AND RESOLUTION
12. MISCELLANEOUS
13. SUBCONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT



ConsensusDocs™ 750 - Standard Agreement Between Constructor and Subcontractor - © 2011, Revised March 2012. THIS DOCUMENT MAY HAVE BEEN MODIFIED FROM THE STANDARD LANGUAGE, and a report of modifications can be generated through the ConsensusDocs platform. Purchase of the document permits the user to print one contract for each party to the contract within one project only. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

Job Number: [_____]

Account Code: [_____]

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

CONSTRUCTOR, [_____]

and the

SUBCONTRACTOR, [_____]

Tax identification number (TIN) [_____]

Contractor License No., if applicable [_____]

for services in connection with the SUBCONTRACT WORK for the following

PROJECT [_____]

Notice to the Parties shall be given at the above addresses. The Date of Commencement is the date of this Agreement above.

The OWNER is [_____], and the DESIGN PROFESSIONAL for the Project is [_____].

For purposes of this agreement the nomenclature General Contractor, Contractor, Constructor, and Construction Manager are synonymous. Also, the nomenclature Trade Contractor and Subcontractor are synonymous.

ARTICLE 2 SCOPE OF WORK

2.0 PARTIES' RELATIONSHIP The Parties each agree to proceed with the Subcontract Work on the basis of mutual trust, good faith, and fair dealing. The Parties shall each endeavor to promote harmony and cooperation.

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

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

2.2.1 ETHICS The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and discloses promptly any to the other Party; and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other



Party, including its agents, officers and employees, subcontractors or others for whom they may be liable, to secure preferential treatment.

2.3 SUBCONTRACT DOCUMENTS The Subcontract Documents include this Agreement, the prime agreement, special conditions, general conditions, specifications, drawings, addenda issued and acknowledged prior to execution of this Agreement, amendments, laboratory testing to determine the nature of encountered hazardous materials, other documents listed in this Agreement, and modifications issued in accordance with this Agreement. The Constructor shall provide to the Subcontractor, prior to the execution of this Agreement, copies of the existing Subcontract Documents to which the Subcontractor will be bound. The Subcontractor shall provide copies of applicable portions of the Subcontract Documents to its proposed subcontractors and suppliers. Nothing shall prohibit the Subcontractor from obtaining copies of the Subcontract Documents from the Constructor at any time after the Subcontract Agreement is executed.

2.3.1 DOCUMENTS IN ELECTRONIC FORM If the Owner requires that the Owner, Design Professional, Constructor and Subcontractors exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional, and Constructor shall agree in ConsensusDocs 200.2 or a written protocol governing all exchanges, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. The Subcontractor shall provide whatever input is needed to assist the Constructor in developing the protocol and shall be bound by the requirements of the written protocol. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

2.4 CONFLICTS In the event of a conflict between this ConsensusDocs 750 Standard Agreement as modified and the other Subcontract Documents, the ConsensusDocs 750 shall govern.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 750 Standard Agreement Between Constructor and Subcontractor, as modified by the Parties, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following exhibits are as follows:

Exhibit A: The Subcontract Work, [_____] pages.

Exhibit B: The Drawings, Specifications, General and Other Conditions issued by the Design Professional and dated [_____] , addenda dated [_____] , and other information.

Exhibit C: Progress Schedule, [_____] pages.

Exhibit D: Alternates and Unit Prices and Estimated Quantities, [_____] pages.

Exhibit E: Temporary Services, [_____] pages.

Exhibit F: Labor Relations, [_____] pages.



Exhibit G: Insurance Provisions, [_____] pages.

Exhibit H: Other Provisions and Documents, (____) pages.

2.5.2 “Business Day” means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 The term “Day” shall mean calendar day.

2.5.4 “Laws” mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Subcontract Work with which the Constructor and Subcontractor must comply that are enacted as of the Agreement date.

2.5.5 The “Parties” are collectively the Constructor and the Subcontractor.

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

2.5.7 A “Subcontract Change Order” is a written order signed by the Constructor and the Subcontractor after execution of this Agreement, indicating changes in the scope of the Subcontract Work, the Subcontract Amount or Subcontract Time, including substitutions proposed by the Subcontractor and accepted by the Constructor.

2.5.8 “Subcontract Time” means the time period on the Progress Schedule between commencing and completing the Subcontract Work.

2.5.9 “Worksite” means the geographical area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 SUBCONTRACTOR'S RESPONSIBILITIES

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

3.1 RESPONSIBILITIES The Subcontractor shall furnish its diligent efforts to perform the Subcontract Work in an expeditious manner and to cooperate with the Constructor so that the Constructor may fulfill its obligations to the Owner. The Subcontractor shall furnish all of the labor, materials, equipment, and services, including but not limited to competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontract Work, all of which shall be provided in full accord with and reasonably inferable from the Subcontract Documents. The Subcontractor shall provide the Constructor a list of its proposed subcontractors and suppliers, and be responsible for



taking field dimensions, providing tests, obtaining required permits related to the Subcontract Work and affidavits, ordering of materials, and all other actions as required to meet the Progress Schedule.

3.2 INCONSISTENCIES AND OMISSIONS The Subcontractor shall examine and compare the drawings, specifications, other Subcontract Documents, and information furnished by the Owner relative to the Subcontract Work. Such examination and comparison shall be solely for the purpose of facilitating the Subcontract Work and not for the discovery of errors, inconsistencies, or omissions in the Subcontract Documents nor for ascertaining if the Subcontract Documents are in accordance with Laws. The Subcontractor shall not have liability for errors, omissions, or inconsistencies discovered under this subsection unless the Subcontractor knowingly fails to report a recognized problem to the Constructor. Should the Subcontractor discover any errors, inconsistencies, or omissions in the Subcontract Documents, the Subcontractor shall promptly report such discoveries to the Constructor in writing. Following receipt of written notice, the Constructor shall promptly instruct the Subcontractor as to the measures to be taken, and the Subcontractor shall comply with the Constructor's instructions. If the Subcontractor performs work knowing it to be contrary to Laws without notice to the Constructor and advance approval by appropriate authorities, including the Constructor, the Subcontractor shall assume responsibility for such work and bear all associated costs, charges, fines, penalties, fees, and expenses necessarily incurred to remedy the violation. The Subcontractor may be entitled to additional costs or time because of clarifications or instructions arising out of the Subcontractor's reports described in this section. Nothing in this section shall relieve the Subcontractor of responsibility for its own errors, inconsistencies, and omissions.

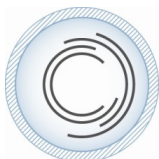
3.3 WORKSITE VISITATION Before commencing the Subcontract Work, the Subcontractor shall conduct a visual inspection of the Worksite to become generally familiar with local conditions and to correlate Worksite observations with the Subcontract Documents. If the Subcontractor discovers any discrepancies between its Worksite observations and the Subcontract Documents, such discrepancies shall be promptly reported to the Constructor.

3.4 INCREASED COSTS OR TIME The Subcontractor may assert a claim if the Constructor's clarifications or instructions in responses to requests for information are believed to require additional time or cost. If the Subcontractor fails to perform the reviews and comparisons required in sections 3.2 and 3.3, to the extent the Constructor is held liable to the Owner because of the Subcontractor's failure, the Subcontractor shall pay the costs and damages to the Constructor that would have been avoided if the Subcontractor had performed those obligations.

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

3.6 SUBMITTALS

3.6.1 The Subcontractor promptly shall submit for approval to the Constructor all shop drawings, samples, product data, manufacturers' literature, and similar submittals required by the Subcontract Documents. Submittals shall be submitted in electronic form if required. The Subcontractor shall be responsible to the Constructor for the accuracy and conformity of its submittals to the Subcontract Documents. The Subcontractor shall prepare and deliver its submittals to the Constructor in a manner consistent with the Progress Schedule and in such time and sequence so as not to delay the Constructor or others in the performance of the Work. The Subcontractor's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Subcontract Documents. The approval of any Subcontractor submittal shall not be deemed to authorize changes, deviations, or substitutions in the requirements of the Subcontract Documents



unless express written approval is obtained from the Constructor and Owner authorizing such change, deviation, or substitution. Such approval shall be promptly memorialized in a Subcontract Change Order within seven (7) Days following approval by the Constructor and, if applicable, provide for an adjustment in the Subcontract Amount or Subcontract Time. If the Subcontract Documents do not contain submittal requirements pertaining to the Subcontract Work, the Subcontractor agrees upon request to submit in a timely fashion to the Constructor for approval any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by the Constructor, Owner, or Design Professional.

3.6.2 The Constructor, Owner, and Design Professional are entitled to rely on the adequacy, accuracy, and completeness of any professional certifications required by the Subcontract Documents concerning the performance criteria of systems, equipment, or materials, including all relevant calculations and any governing performance requirements.

3.7 DESIGN DELEGATION

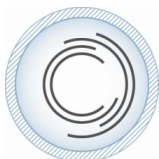
3.7.1 If the Subcontract Documents (a) specifically require the Subcontractor to procure design services, and (b) specify all design and performance criteria, the Subcontractor shall provide those design services necessary to satisfactorily complete the Subcontract Work. As permitted by the laws, rules, and regulations in the jurisdiction where the Project is located, the Subcontractor shall procure such services and any necessary certifications from licensed design professionals. The signature and seal of Subcontractor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Subcontract Work designed or certified by the Subcontractor's design professional. The Constructor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, or approvals performed by the Subcontractor's design professional.

3.7.2 If the Subcontractor's design professional is an independent professional, the design services shall be procured pursuant to a separate agreement between the Subcontractor and the design professional. The agreement between the Subcontractor and the Subcontractor's design professional shall not include any limitation of liability, except to the extent that consequential damages are waived pursuant to subsection 5.3.1, or exclusion from participation in the multiparty proceedings requirement of section 11.7. The Subcontractor's design professional(s) is [____]. The Subcontractor shall notify the Constructor in writing if it intends to change its procured design professional. The Subcontractor shall be responsible for conformance of its design with the information given and the design concept expressed in the Subcontract Documents. The Subcontractor shall not be responsible for the adequacy of the performance or design criteria required by the Subcontract Documents.

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

3.8 TEMPORARY SERVICES The Subcontractor's and Constructor's respective responsibilities for temporary services are set forth in Exhibit N/A.

3.9 COORDINATION The Subcontractor shall: (a) cooperate with the Constructor and all others whose work may interface with the Subcontract Work, (b) specifically note and immediately advise the Constructor of any such interface with the Subcontract Work, and (c) participate in the preparation of coordination drawings and work schedules in areas of congestion.



3.10 SUBCONTRACTOR'S REPRESENTATIVE The Subcontractor shall designate a person, subject to the Constructor's approval, who shall be the Subcontractor's authorized representative. This representative shall be the only person to whom the Constructor shall issue instructions, orders, or directions, except in an emergency. The Subcontractor's representative is(), who is agreed to by the Constructor. If the Subcontractor changes its representative, the Subcontractor shall immediately notify the Constructor in writing.

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

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

3.13 CLEANUP

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

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

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

3.14 SAFETY



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

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

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

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

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

3.14.1.1 employees and other persons at the Worksite;

3.14.1.2 materials and equipment stored on or off the Worksite for use in performance of the Subcontract Work; and

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

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

3.14.3 The Subcontractor shall implement appropriate safety measures pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the Worksite

3.14.4 and adjacent to the Worksite from injury, loss, or damage.

3.14.5 The Subcontractor shall exercise extreme care in carrying out any of the Subcontract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials, or equipment. The Subcontractor shall use properly qualified individuals or entities to



carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of bodily injury or property damage.

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

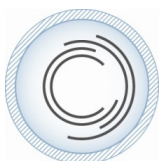
3.14.7 The Subcontractor is required to designate an individual at the Worksite in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to the Constructor, the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

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

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

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

3.14.11 This project is an Alcohol and Drug free workplace. Be advised that any incident/accident/injury that requires any documentation/action/medical attention will be required to submit to medically supervised diagnostic testing of breath, urine, and/or blood samples for illegal drugs.



unauthorized alcohol, or other intoxicants. Any tests confirming positive for an unauthorized prohibited substance, alcohol, or other intoxicants will be subject to disciplinary action of immediate expulsion and termination of employment at this specific project site and all R. C. Wegman construction projects.

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

3.16 EMERGENCIES In an emergency affecting the safety of persons or property, the Subcontractor shall act to prevent threatened damage, injury, or loss. Any change in the Subcontract Amount or the Progress Schedule from actions of the Subcontractor in an emergency situation shall be as determined in ARTICLE 7.

3.17 PERMITS, FEES, LICENSES, AND TAXES The Subcontractor shall give timely notices to authorities pertaining to the Subcontract Work, and shall be responsible for all permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete the Subcontract Work in accordance with the Subcontract Documents.

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

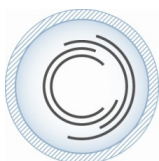
3.19 MATERIAL SAFETY DATA (MSD) SHEETS The Subcontractor shall submit to the Constructor all Material Safety Data Sheets required by law for materials or substances necessary for the performance of the Subcontract Work. MSD sheets obtained by the Constructor from other subcontractors or sources shall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

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

3.21 UNCOVERING/CORRECTION OF SUBCONTRACT WORK

3.21.1 UNCOVERING OF SUBCONTRACT WORK

3.21.1.1 If required in writing by the Constructor, the Subcontractor must uncover any portion of the Subcontract Work which has been covered by the Subcontractor in violation of the Subcontract Documents or contrary to a directive issued to the Subcontractor by the Constructor. Upon receipt of a written directive from the Constructor, the Subcontractor shall uncover such work for the Constructor's or Owner's inspection and restore the



uncovered Subcontract Work to its original condition at the Subcontractor's time and expense.

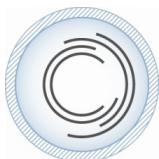
3.21.1.2 The Constructor may direct the Subcontractor to uncover portions of the Subcontract Work for inspection by the Owner or Constructor at any time. The Subcontractor is required to uncover such work whether or not the Constructor or Owner had requested to inspect the Subcontract Work prior to it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

3.21.2 CORRECTION OF WORK

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

3.21.2.2 In addition to the Subcontractor's obligations under section 3.20, the Subcontractor agrees to promptly correct, after receipt of a written notice from the Constructor, all Subcontract Work performed under this Agreement which proves to be defective in workmanship or materials within a period of one year from the date of Substantial Completion of the Subcontract Work or for a longer period of time as may be required by specific warranties in the Subcontract Documents. Substantial Completion of the Subcontract Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Subcontract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. If, during the one-year period, the Constructor fails to provide the Subcontractor with prompt written notice of the discovery of defective or nonconforming Subcontract Work, the Constructor shall neither have the right to require the Subcontractor to correct such Subcontract Work nor the right to make claim for breach of warranty. If the Subcontractor fails to correct defective or nonconforming Subcontract Work within a reasonable time after receipt of notice from the Constructor, the Constructor may correct such Subcontract Work pursuant to subsection 10.0.1.

3.21.3 The Subcontractor's correction of Subcontract Work pursuant to this section shall not extend the one-year period for the correction of Subcontract Work, but if Subcontract Work is first performed after Substantial Completion, the one-year period for corrections shall be extended by the time period after Substantial Completion and the performance of that portion of Subcontract



Work. The Subcontractor's obligation to correct Subcontract Work within one year does not limit the enforcement of the Subcontractor's other obligations with regard to the Agreement and the Subcontract Documents.

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

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

3.22 MATERIALS OR EQUIPMENT FURNISHED BY OTHERS If the scope of the Subcontract Work includes installation of materials or equipment furnished by others, the Subcontractor is responsible for exercising proper care in receiving, handling, storing, and installing such items, unless otherwise provided in the Subcontract Documents. The Subcontractor shall examine the items provided and report to the Constructor in writing any items it may discover that do not conform to requirements of the Subcontract Documents. The Subcontractor shall not proceed to install nonconforming items without further instructions from the Constructor. Loss or damage due to acts or omissions of the Subcontractor shall, upon two (2) Business Days' written notice to the Subcontractor, be deducted from any amounts due or to become due the Subcontractor.

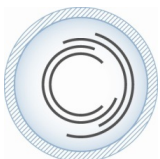
3.23 SUBSTITUTIONS No substitutions shall be made in the Subcontract Work unless permitted in the Subcontract Documents, and only upon the Subcontractor first receiving all approvals required under the Subcontract Documents for substitutions.

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

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

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

3.27 COMPLIANCE WITH LAWS The Subcontractor agrees to comply with all Laws at its own costs. The Subcontractor shall be liable to the Constructor and the Owner for all loss, cost, and expense attributable to any acts or omissions by the Subcontractor, its employees, and agents resulting from the failure to



comply with Laws, including, any fines, penalties, or corrective measures, except as provided in subsection 3.14.10. However, liability under this section shall not apply if notice to Constructor was given, and advance approval by appropriate authorities, including the Constructor is received.

3.27.1 To the extent Constructor receives reimbursement or additional time from the Owner under the prime agreement, the Subcontract Amount or Progress Schedule shall be equitably adjusted for changes in Laws enacted after the date of this Agreement, including taxes, affecting the performance of the Work.

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

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

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

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

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

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

3.30.3 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for settlement of jurisdictional disputes which may affect either nationally or in the locality in which the work is being done. The Trade Contractor shall be



bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Trade Contractor is signature bound by the agreement establishing the impartial jurisdictional dispute board and/or its successor. The Trade Contractor agrees not to cause a work stoppage due to the jurisdictional assignment of work.

3.30.4 The Trade Contractor agrees to maintain adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the Construction Manager and other trades in order to maintain construction progress schedules as established by the Construction Manager and Owner. In the event that this force is, in judgment of the Construction Manager, inadequate to meet the established schedules during regular hours, the Trade Contractor agrees to work sufficient overtime hours, or to increase his work force to meet such schedules at no extra cost to the Construction Manager.

ARTICLE 4 CONSTRUCTOR'S RESPONSIBILITIES

4.0 CONSTRUCTOR'S REPRESENTATIVE The Constructor shall designate a person who shall be the Constructor's authorized representative. The Constructor's representative shall be the only person the Subcontractor shall look to for instructions, orders or directions, except in an emergency. The Constructor's Representative is _____. If the Constructor changes its representative, the Constructor shall promptly notify the Subcontractor in writing.

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

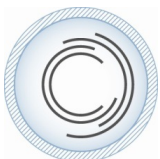
4.1 OWNER'S ABILITY TO PAY

4.1.1 Unless expressly prohibited by the prime agreement, the Constructor shall promptly provide to the Subcontractor the following information received from the Owner: (a) upon the Subcontractor's request, information regarding the Owner's financial ability to pay for the Work, and (b) notice of any material variation in the Owner's financial ability to pay. The Constructor, however, does not warrant the accuracy or completeness of the information provided.

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

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

~~4.3 INFORMATION OR SERVICES The Subcontractor is entitled to request through the Constructor any information or services required for the Subcontractor's performance of the Subcontract Work which is under the Owner's control. The Subcontractor also is entitled to request through the Constructor any information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the recorded legal title. To the extent the Constructor receives such information or services, the Constructor shall provide them to the Subcontractor in a timely manner. The Constructor, however, does not warrant the accuracy or completeness of the information provided by the Owner. To the extent~~



~~the Owner provides any warranty of Owner provided information, the Constructor agrees to permit the Subcontractor to prosecute a claim in the name of the Constructor for the use and benefit of the Subcontractor, pursuant to subsection 5.2.2.~~

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

4.5 TIMELY COMMUNICATIONS The Constructor shall transmit to the Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relative to the Subcontract Work. Unless otherwise specified in the Subcontract Documents, if communications are not through the Subcontractor, the Constructor shall inform the Subcontractor of the communications the Constructor has with the Subcontractor's subcontractors, and suppliers.

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

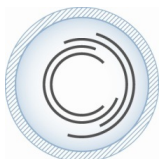
ARTICLE 5 PROGRESS SCHEDULE

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

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

5.2 DELAYS AND EXTENSIONS OF TIME

5.2.1 OWNER CAUSED DELAY Subject to the subsection immediately below, if the commencement or progress of the Subcontract Work is delayed without the fault or responsibility of the Subcontractor, the Subcontract Time shall be extended by Subcontract Change Order and the Subcontract Amount equitably adjusted to the extent obtained by the Constructor under the Subcontract Documents, and the Progress Schedule shall be revised accordingly.



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

5.2.3 CONSTRUCTOR CAUSED DELAY Nothing in this article shall preclude the Subcontractor's recovery of delay damages caused by the Constructor to the extent not otherwise precluded by this Agreement.

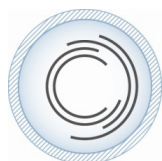
~~5.2.4 CLAIMS RELATING TO CONSTRUCTOR The Subcontractor shall give the Constructor written notice of all claims not included in subsection 5.2.2 within fourteen (14) Days of the Subcontractor's knowledge of the facts giving rise to the event for which claim is made. Thereafter, the Subcontractor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties agree upon a longer period of time. The Constructor shall respond in writing denying or approving, in whole or in part, the Subcontractor's claim no later than fourteen (14) Days after receipt of the Subcontractor's documentation of claim. The Constructor's failure to respond shall be deemed a denial of the Subcontractor's claim. All unresolved claims, disputes, and other matters in question between the Constructor and the Subcontractor not relating to claims included in subsection 5.2.2 shall be resolved as provided for in ARTICLE 11.~~

5.2.5 CLAIMS RELATING TO CONTRACTOR The Subcontractor shall give the Contractor written notice of all claims not included in Subparagraph 5.2.2 within seven (7) Days of the Subcontractor's knowledge of the facts giving rise to the event for which claim is made, otherwise, such claims shall be deemed waived. All unresolved claims, disputes and other matters in question between the Contractor and the Subcontractor not relating to claims included in Subparagraph 5.2.2 shall be resolved in the manner provided in Article 11.

5.3 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

5.3.1 Except for any (a) liquidated, consequential, or other damages that the Owner is entitled to recover against the Constructor under the prime agreement, and (b) losses covered by insurance required by the Subcontract Documents, the Constructor and the Subcontractor mutually waive all claims against each other for consequential damages, including damages for loss of business, loss of financing related to the Project, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. Similarly, the Subcontractor shall obtain in another agreement from its Sub-subcontractors mutual waivers of consequential damages that correspond to the Subcontractor's waiver of consequential damages herein. The provisions of this subsection shall also apply to and survive termination of this Agreement.

5.4 LIQUIDATED DAMAGES



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

5.4.2 To the extent the prime agreement provides for a mutual waiver of consequential damages by the Owner and the Constructor, damages for which the Constructor is liable to the Owner, including those related to section 9.0, are not consequential damages for the purpose of this waiver. Similarly, to the extent the agreement between the Subcontractor and Sub-subcontractor provides for a mutual waiver of consequential damages by the Owner and the Constructor, damages for which the Subcontractor is liable to lower-tiered parties due to the fault of the Owner or Constructor are not consequential damages for the purpose of this waiver.

ARTICLE 6 SUBCONTRACT AMOUNT

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

- a. the fixed-price of [_____] dollars (\$[_____]) subject to additions and deductions as provided for in the Subcontract Documents; or
- b. alternates and unit prices in accordance with the attached schedule of alternates and unit prices and estimated quantities, which is incorporated by reference and identified as Exhibit D; or
- c. time and material rates and prices in accordance with the attached Schedule of Labor and Material Costs which is incorporated by reference and identified as Exhibit [_____].

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

ARTICLE 7 CHANGES

7.0 The Subcontractor may request or the Constructor may order changes in the Subcontract Work or the timing or sequencing of the Subcontract Work that impacts the Subcontract Amount or Subcontract Time. All such changes in the Subcontract Work that affect the Subcontract Amount or the Subcontract Time shall be formalized in a Subcontract Change Order. Any such requests for a change in the Subcontract Amount or Subcontract Time shall be processed in accordance with this article.

7.0.1 For changes in the Subcontract Work, the Constructor and the Subcontractor shall negotiate in good faith an appropriate adjustment to the Subcontract Amount or the Subcontract Time ~~and shall conclude these negotiations as expeditiously as possible.~~ Acceptance of the Subcontract Change Order and any adjustment in the Subcontract Amount or Subcontract Time shall not be unreasonably withheld.



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

7.1 INTERIM DIRECTED CHANGES In the absence of agreement on the terms of a Subcontract Change Order, the Constructor may issue a written Interim Directed Change directing the Subcontractor to proceed with the Subcontract Work in question. If such Interim Directed Change is issued as a result of the Owner's issuance of an Interim Directed Change, Construction Change Directive, or equivalent directive, then the applicable provisions of the prime agreement shall govern. Otherwise, the Subcontractor shall separately submit its costs for the resulting change, beginning with its next regularly scheduled application for payment submitted after the issuance of the Interim Directed Change. If there is a dispute as to the cost, the Constructor shall pay the Subcontractor fifty percent (50%) of its estimated cost to perform the Subcontract Work. In such event, the Parties reserve their rights as to the disputed amount. If and when the Parties agree upon an adjustment in Subcontract Amount or Subcontract Time, such agreement shall be reflected in a Subcontract Change Order, and the payments to date shall be adjusted to reflect the Subcontract Change Order. If no agreement is reached, the Parties shall resolve the matter as provided in ARTICLE 11.

7.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Subcontractor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Constructor. The Subcontractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in ARTICLE 5.

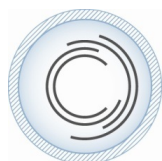
7.3 ADJUSTMENTS IN SUBCONTRACT AMOUNT If a Subcontract Change Order requires an adjustment in the Subcontract Amount, the adjustment shall be established by one of the following methods:

7.3.1 mutual acceptance of an itemized lump sum; or

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

7.3.3 costs as determined in the Subcontract Documents or in a manner otherwise acceptable to the Parties, and a mutually acceptable fixed or percentage fee.

7.4 SUBSTANTIATION OF ADJUSTMENT If the Subcontractor does not respond promptly or disputes the method of adjustment, the method and the adjustment shall be determined by the Constructor on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Subcontract Amount, an allowance for overhead and profit of the percentage provided in section 7.5, or if none is provided, as mutually agreed upon by the Parties. The Subcontractor may contest the reasonableness of any adjustment determined by the Constructor.



The Subcontractor shall maintain for the Constructor's review and approval an appropriately itemized and substantiated accounting of the following items attributable to the Subcontract Change Order:

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

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

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

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

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

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

7.6 NO OBLIGATION TO PERFORM The Subcontractor shall not be obligated to perform changes in the Subcontract Work that impact Subcontract Amount or Subcontract Time until a Subcontract Change Order has been executed or written instructions have been issued in accordance with sections 7.1 or 7.7.

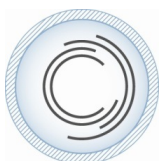
7.7 INCIDENTAL CHANGES The Constructor may direct the Subcontractor to perform incidental changes in the Subcontract Work which do not involve adjustments in the Subcontract Amount or the Subcontract Time. Incidental changes shall be consistent with the scope and intent of the Subcontract Documents.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

ARTICLE 8 PAYMENT

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

8.1 PROGRESS PAYMENTS

8.1.1 APPLICATIONS The Subcontractor's applications for payment shall be itemized and supported by substantiating data as required by the Subcontract Documents. If the Subcontractor is obligated to provide design services pursuant to section 3.7, the Subcontractor's applications for payment shall show its design professional's fee and expenses as a separate cost item. The Subcontractor's application for payment shall be notarized if required and if allowed under the Subcontract Documents may include properly authorized Subcontract Construction Change Directives or Interim Directed Changes. The Subcontractor's application for payment for the Subcontract Work performed in the preceding payment period shall be submitted for approval by the Constructor in accordance with the schedule of values if required and subsections 8.1.2 through 8.1.4. The Constructor shall incorporate the approved amount of the Subcontractor's application for payment into the Constructor's application for payment to the Owner for the same period and submit



it to the Owner in a timely fashion. The Constructor shall promptly notify the Subcontractor of any changes in the amount requested on behalf of the Subcontractor.

8.1.2 RETAINAGE The rate of retainage shall be Ten percent (10%), which is equal to the percentage retained from the Constructor's payment by the Owner for the Subcontract Work. If the Subcontract Work is satisfactory and the prime agreement provides for reduction of retainage, the Subcontractor's retainage shall also be reduced when the Constructor's retainage of the Subcontract Work has been so reduced by the Owner.

8.1.3 TIME OF APPLICATION The Subcontractor shall submit progress payment applications to the Constructor no later than the [____] Day of each payment period for the Subcontract Work performed up to and including the [____] Day of the payment period indicating work completed and, to the extent allowed under the subsection below, materials suitably stored during the preceding payment period.

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

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

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

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

8.1.7.1 the Subcontractor's repeated failure to perform the Subcontract Work as required by this Agreement;



~~8.1.7.2 except as accepted by the insurer providing Builders Risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by the Subcontractor to the Owner, the Constructor, or others to whom the Constructor may be liable;~~

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

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

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

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

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

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

8.1.8 SUBSTANTIAL COMPLETION

~~8.1.8.1 Upon substantial completion of the Subcontract Work or a designated portion thereof to the extent required to allow the Constructor to accept the Subcontract Work to allow succeeding Work to proceed, the Constructor shall assume responsibility for security and protection of the Subcontract Work pending the achievement of Substantial Completion of the Project. However, acceptance of the Subcontract Work for the purpose of allowing succeeding Work to proceed shall not result in the commencement of the warranty period for the Subcontract Work unless otherwise provided in the prime agreement.~~

8.1.8.2 Unless otherwise provided for in the prime agreement, partial Owner occupancy or use of completed portions of the Subcontract Work shall constitute Substantial Completion of that portion of the Subcontract Work and the warranty period applicable to the Subcontract Work shall commence upon the achievement of Substantial Completion of the Project and acceptance by the Owner under the terms of the prime agreement.

8.2 FINAL PAYMENT



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

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

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

8.2.2.2 consent of surety to final payment, if required;

8.2.2.3 satisfaction of required closeout procedures;

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

8.2.2.5 written warranties, equipment manuals, startup and testing required in section 3.26; and

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

8.2.2.7 certification that insurance required by the Subcontract Documents to remain in effect beyond final payment pursuant to Clauses 9.1.3 and 9.1.6 is in effect and will not be cancelled or allowed to expire without at least thirty (30) days' written notice to the R. C. Wegman Construction Company unless a longer period is stipulated in this Agreement.

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

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



8.2.5 WAIVER OF CLAIMS Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontract Work, but shall in no way relieve the Subcontractor of liability for the obligations assumed under sections 3.20 and 3.21, or for faulty or defective work or services discovered after final payment, ~~nor relieve the Constructor for claims made in writing by the Subcontractor as required by the Subcontract Documents prior to its application for final payment as unsettled at the time of such payment.~~

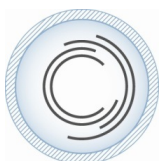
8.3 LATE PAYMENT INTEREST Progress payments or final payment due and unpaid under this Agreement, as defined in subsections 8.1.5, 8.2.3 and 8.2.4, shall bear interest from the date payment is due at the prevailing statutory rate at the place of the Project. However, if the Owner fails to timely pay the Constructor as required under the prime agreement through no fault or neglect of the Constructor, and the Constructor fails to timely pay the Subcontractor as a result of such nonpayment, the Constructor's obligation to pay the Subcontractor interest on corresponding payments due and unpaid under this Agreement shall be extinguished by the Constructor promptly paying to the Subcontractor the Subcontractor's proportionate share of the interest, if any, received by the Constructor from the Owner on such late payments.

8.4 CONTINUING OBLIGATIONS Provided the Constructor is making payments on or has made payments to the Subcontractor in accordance with this Agreement, the Subcontractor shall reimburse the Constructor for any costs and expenses for any claim, obligation, or lien asserted before or after final payment is made that arises from the performance of the Subcontract Work. The Subcontractor shall reimburse the Constructor for costs and expenses including attorneys' fees and costs and expenses incurred by the Constructor in satisfying, discharging, or defending against any such claims, obligation, or lien, including any action brought or judgment recovered. If any Law or bond require the Subcontractor to take any action prior to the expiration of the reasonable time for payment referenced in subsection 8.1.5 in order to preserve or protect the Subcontractor's rights with respect to mechanic's lien or bond claims, then the Subcontractor may take that action prior to the expiration of the reasonable time for payment and such action will not: (a) create the reimbursement obligation recited above, (b) be in violation of this Agreement, or (c) considered premature for purposes of preserving and protecting the Subcontractor's rights.

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

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

8.7 PARTIAL LIEN WAIVERS AND AFFIDAVITS As a prerequisite for payments, the Subcontractor shall provide, in a form satisfactory to the Owner and Constructor, partial lien or claim waivers from the



subcontractor, sub-subcontractors and suppliers in the amount of the application for current payment and affidavits covering its subcontractors and suppliers for completed Subcontract Work. ~~Such waivers may be conditional upon payment.~~ In no event shall the Constructor require the Subcontractor to provide an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

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

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

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

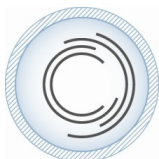
8.11 Submittals must be submitted in electronic format, acceptable to R. C. Wegman Construction Company, prior to the Trade Contractor / Subcontractor appearing on a pay request unless an exception is approved by Contractor's Project Manager.

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

ARTICLE 9 INDEMNITY, INSURANCE, AND BONDS

9.0 INDEMNITY

9.0.1 INDEMNITY To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Constructor, the Constructors other Subcontractors, the Design Professional, the Owner, and their agents, consultants, and employees (the Indemnities) from all claims for bodily injury and property damage ~~other than to the Work itself~~ that may arise from the performance of the



Subcontract Work, including reasonable attorneys' fees, costs, and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Subcontractor shall be entitled to reimbursement of any defense cost paid above the Subcontractor's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the Indemnitees.

9.0.2 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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

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

9.1 INSURANCE

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

9.1.2 MINIMUM LIMITS OF LIABILITY The Subcontractor shall procure and maintain with insurance companies licensed in the jurisdiction in which the Project is located and acceptable to the Constructor, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth in Exhibit G.

9.1.3 PROFESSIONAL LIABILITY INSURANCE

9.1.3.1 The Subcontractor shall require its design professional(s) to maintain professional liability insurance with a company reasonably satisfactory to the Constructor, including contractual liability insurance against the liability assumed in section 3.7, and including coverage for any professional liability caused by consultants of its design professional. Said insurance shall have specific minimum limits as set forth below:



Limit of [_____] dollars (\$[_____] per claim.

General Aggregate of [_____] dollars (\$[_____] for the subcontract services rendered.

The professional liability insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the design professional. Said insurance shall be continued in effect with an extended period of [_____] years following final payment to the design professional. Such insurance shall have a maximum deductible amount of [_____] dollars (\$[_____] per occurrence. The deductible shall be paid by the Subcontractor or its design professional.

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

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

9.1.5 CANCELLATION, RENEWAL, AND MODIFICATION To the extent commercially available to the Subcontractor from its current insurance company, insurance policies required under subsection 9.1.1 shall contain a provision that the insurance company or its designee must give the Constructor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancellation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Subcontractor shall furnish the Constructor with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 9.1.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Subcontractor shall give Constructor prompt written notice upon actual or constructive knowledge of such condition.

9.1.6 CONTINUATION OF COVERAGE The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least one year after final payment to the Constructor. Before commencing the Work, the Subcontractor shall furnish the Constructor with certificates evidencing the required coverages.

9.1.7 PROPERTY INSURANCE

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

9.1.7.2 If the Owner or Constructor has not purchased property insurance reasonably satisfactory to the Subcontractor, the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors, and their subcontractors in the



~~Subcontract Work. The cost of this insurance shall be charged to the Constructor in a Subcontract Change Order.~~

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

9.1.8 WAIVER OF SUBROGATION

9.1.8.1 The Constructor and Subcontractor waive all rights against each other, the Owner and the Design Professional, and any of their respective consultants, subcontractors, sub-subcontractors, agents, and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided in section 9.1.7, except such rights as they may have to the insurance proceeds and such rights as they may have for the Owner's failure to obtain and maintain any Project Builders Risk Coverage that the Owner may be obligated to provide. The Subcontractor shall require similar waivers from its subcontractors.

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

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

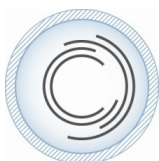
9.1.11 ADDITIONAL GENERAL LIABILITY COVERAGE The Constructor X shall/ [_____] shall not require the Subcontractor to purchase and maintain additional liability coverage, primary to the Constructor's coverage pursuant to the subsection immediately above.

9.1.11.1 If required by the subsection immediately above, the additional liability coverage required of the Subcontractor shall be:

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

2. [_____] OCP. The Subcontractor shall provide an Owners' and Constructors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by the Constructor.

~~Any documented additional cost in the form of a surcharge associated with procuring the additional general liability coverage in accordance with this subsection shall be paid by the~~



~~Constructor directly or the costs may be reimbursed by the Constructor to the Subcontractor by increasing the Subcontract Amount to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Subcontract Work, the Subcontractor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that the Constructor has been named as an additional insured, as applicable.~~

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

9.2 BONDS

9.2.1 Performance and Payment Bonds [] are/ [] are not required of the Subcontractor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to the Constructor. The Constructor's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond and of the Performance Bond shall each be in the full Subcontract Amount.

~~9.2.2 The Subcontractor shall be reimbursed, without retainage, for the cost of any required performance or payment bonds simultaneously with the first progress payment. The reimbursement amount for the Subcontractor bonds shall be [] percent ([]%) of the Subcontract Amount, which sum is included in the Subcontract Amount. If acceptable to the Constructor, the Subcontractor may, in lieu of retainage, furnish a retention bond or other security interest, acceptable to the Constructor, to be held by the Constructor.~~

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

9.2.4 PAYMENT BOND REVIEW The Constructor [] has/ [] has not provided the Owner a payment bond. A copy of the Constructor's payment bond for the Project, if any, shall be furnished by the Owner or Constructor upon the Subcontractor's written request.

ARTICLE 10 SUSPENSION, NOTICE TO CURE, AND TERMINATION

10.0 FAILURE OF PERFORMANCE AND TERMINATION

10.0.1 NOTICE TO CURE A DEFAULT If the Subcontractor ~~persistently~~ fails to supply enough qualified workers, proper materials, or equipment, to maintain the Progress Schedule, or fails to make prompt payment to its workers, subcontractors, or suppliers, or disregards Laws or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Subcontractor shall be deemed in default of this Agreement. If the Subcontractor fails within three (3) Business Days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Constructor shall give a second notice to the Subcontractor and surety, if any, to correct the default within a two (2) Business Day period. ~~If the Subcontractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Constructor without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:~~



10.0.1.1 supply workers, materials, equipment, and facilities as the Constructor deems necessary for the completion of the Subcontract Work or any part which the Subcontractor has failed to complete or perform after written notification, and charge the Subcontractor costs and expenses, including reasonable overhead, profit, and attorneys' fees that are due or to become due. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount. At the Subcontractor's request, the Constructor shall provide a detailed accounting of the costs to finish the Subcontract Work;

10.0.1.2 contract with one or more additional contractors to perform such part of the Subcontract Work as the Constructor determines will provide the most expeditious completion of the Work, and charge the cost to the Subcontractor as provided under the subsection above;

10.0.1.3 withhold any payments due or to become due the Subcontractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Constructor. In the event of an emergency affecting the safety of persons or property, the Constructor may proceed as above without notice, but the Constructor shall give the Subcontractor notice promptly after the fact as a precondition of cost recovery; or

10.0.1.4 terminate the Agreement by written notice.

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

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

10.1 BANKRUPTCY

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



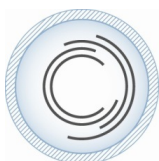
10.1.2 INTERIM REMEDIES If the Subcontractor is not performing in accordance with the Progress Schedule at the time a petition in bankruptcy is filed, or at any subsequent time, the Constructor, while awaiting the decision of the Subcontractor or its trustee to reject or to assume this Agreement and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

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

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

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

10.5 SUSPENSION BY CONSTRUCTOR The Constructor may order the Subcontractor in writing to suspend all or any part of the Subcontract Work for such period of time as may be determined to be appropriate for the convenience of the Constructor. Phased Work or interruptions of the Subcontract Work for short periods of time shall not be considered a suspension. The Subcontractor, after receipt of



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

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

10.7 TERMINATION BY SUBCONTRACTOR If the Subcontract Work has been stopped for thirty (30) Days because the Subcontractor has not received progress payments or has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of the Subcontractor, then the Subcontractor may terminate this Agreement upon giving the Constructor seven (7) Days' written notice. Upon such termination, the Subcontractor shall be entitled to recover from the Constructor payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead, profit, and attorneys' fees, costs, and expenses. ~~However, if the Owner has not paid the Constructor for the satisfactory performance of the Subcontract Work through no fault or neglect of the Constructor, and the Subcontractor terminates this Agreement under this article because it has not received corresponding progress payments, the Subcontractor shall be entitled to recover from the Constructor, within a reasonable period of time following termination, payment for all Subcontract Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit on Subcontract Work not performed. The Constructor's liability for any other damages claimed by the Subcontractor under such circumstances shall be extinguished by the Constructor pursuing said damages and claims against the Owner on the Subcontractor's behalf as provided for in sections 10.2 and 10.3.~~

ARTICLE 11 DISPUTE MITIGATION AND RESOLUTION

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

~~**11.1 DISPUTES BETWEEN CONSTRUCTOR AND SUBCONTRACTOR** If the dispute resolution provisions between the Constructor and the Owner in the Subcontract Documents do not permit consolidation or joinder with disputes of third parties, such as the Subcontractor, or if such dispute is only between the Constructor and the Subcontractor, then the Parties shall submit the dispute to the dispute-resolution procedures set forth in the section below.~~



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

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

11.4 CONSTRUCTOR-SUBCONTRACTOR DISPUTE RESOLUTION

11.4.1 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business Days, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) business Days to endeavor to reach resolution. If the matter remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute resolution procedures selected in ARTICLE 11.

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

11.4.3 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

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

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

11.5 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedure and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.



~~11.6 VENUE The venue for any binding dispute resolution proceeding shall be the location of the Project unless the Parties agree on a mutually convenient location.~~

11.7 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding. To the extent disputes between the Constructor and Subcontractor involve in whole or in part disputes between the Constructor and the Owner, disputes between the Subcontractor and the Constructor shall be decided by the same tribunal and in the same forum as disputes between the Constructor and the Owner.

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

ARTICLE 12 MISCELLANEOUS

12.0 EXTENT OF AGREEMENT Except as specifically as provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

12.1 ASSIGNMENT OF SUBCONTRACT WORK Except as provided in section 8.9, the Subcontractor shall neither assign the whole nor any part of the Subcontract Work without prior written approval of the Constructor.

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

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

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

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

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

ARTICLE 13 SUBCONTRACT DOCUMENTS

13.0 INTERPRETATION OF SUBCONTRACT DOCUMENTS

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



13.0.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, the Subcontractor shall immediately submit the matter to the Constructor for clarification by the Owner. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Subcontract Time or Subcontract Amount pursuant to dispute mitigation and resolution.

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

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

13.0.5 In case of any inconsistency, conflict or ambiguity among the Subcontract Documents, the documents shall govern in the following order: (a) Subcontract Change Orders and written amendments to this Agreement; (b) the ConsensusDocs 750 Agreement as modified by the Parties; (c) subject to subsection 13.0.2 the drawings (large scale governing over small scale), specifications and addenda issued prior to the execution of this Agreement; (d) information furnished by the Owner that is identified as a Subcontract Document; (e) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

CONSTRUCTOR [____]

BY: _____

PRINT NAME: [____] PRINT TITLE: [____]

ATTEST _____

NAME [____] TITLE [____]

SUBCONTRACTOR: [____]

BY: _____

PRINT NAME: [____] PRINT TITLE: [____]

ATTEST _____

NAME [____] TITLE [____]

END OF DOCUMENT.



10. Subcontractor shall self-inspect its areas of control to assure compliance with the safety requirements.
11. All on-site employees of either Subcontractor or its Subordinate Parties are required to report any unsafe act or condition and any work-related injuries or illness immediately to a supervisor. If the act or condition can be safely and easily corrected, the employee or supervisor should make the correction.
12. Subcontractor shall notify R. C. Wegman Construction Company immediately of all injuries requiring clinical attention and all property damage.
13. Subcontractor shall have emergency procedures to deal with the immediate removal and treatment, if necessary, of any employee who may be injured or become ill. Subcontractor shall keep on the Project site a first-aid kit supplied according to current regulations, and shall have on-site a person trained to administer first aid.
14. Subcontractor shall inform R. C. Wegman Construction Company of the arrival of any federal or state inspector or compliance officer prior to touring the site. Any reports, citations, or other documents related to the inspection shall be provided promptly to R. C. Wegman Construction Company.
15. Subcontractor shall have a written Substance Abuse Policy. The use or possession of illegal drugs or the use of alcohol while performing Work on the Project are strictly prohibited and may lead to immediate removal from the Project.
16. Subcontractor shall be responsible for payment of all safety-related citations, fines and/or claims arising out of or relating to its Work levied against the Owner, Architect, R. C. Wegman Construction Company, or their employees or affiliates.
17. R. C. Wegman Construction Company has the right to require that Subcontractor submit monthly its hours worked and incident rates for the Project.

B. Additional R. C. Wegman Construction Company Requirements

1. Work crews shall conduct a Job Hazard Analysis (JHA) discussion to plan for safe performance before beginning any work task. Subcontractor is required to provide a written site specific JHA to R. C. Wegman Construction Company for approval prior to beginning work on site. Sub Contractor shall provide written record of all site specific work task JRA discussion to R. C. Wegman Construction Company for record.
2. All workers, management, and visitors shall properly wear approved hard hats while on site, outside the trailers. Cowboy-style hard hats are prohibited. Hardhats must not be removed to use welding shields. Welding shields must attach to hardhats or be hand held.
3. Sleeved shirts (minimum of four inches), long pants, and durable work boots are required minimum clothing.
4. Personal cell phones are not to be used on construction sites except to report an emergency or on approved break time. Use of business cell phones must not interfere with jobsite safety.

- B. R. C. Wegman Construction Company receipt of the Safety Program or other submittals from Subcontractor does not constitute approval of the Program or submittal or permission to deviate from the requirements of the Contract Documents and applicable law.
- C. Subcontractor will allow inspection of, and R. C. Wegman Construction Company may request copies of, any and all safety-related documents and records in its possession relating to the Project.

1.04 R. C. WEGMAN CONSTRUCTION COMPANY RIGHTS

- A. **Safety Hazard Notifications** may be issued to the Subcontractor when an unsafe act or condition is reported or observed. R. C. Wegman Construction Company shall not be required to supervise the abatement or associated reprimand of unsafe acts or conditions within a Subcontractor's scope of work as this is solely the responsibility of Subcontractor. Nevertheless, R. C. Wegman Construction Company has the right, but not the obligation, to require Subcontractor to cease or abate any unsafe practice or activity it notices, at Subcontractor's sole expense.
- B. Subcontractor's failure to comply with the contract safety requirements will be considered a default of the Agreement, and may result in remedial action including, but not limited to, withholding of payment of any sums due or termination.
- C. R. C. Wegman Construction Company's failure to require the submission of any form, documentation, or any other act required under this Section, 00810, of the Project Manual shall not relieve the Subcontractor from any of its safety obligations.
- D. Nothing in this Section or in this Agreement makes R. C. Wegman Construction Company responsible or liable for protecting Subcontractor's employees and other Subordinate Parties or assuring or providing for their safety or preventing accidents or property damage.
- E. All requirements referenced in this Section 00810 are binding on Subcontractor and all of its Subordinate Parties, even where such requirements may exceed the standards of applicable law.

END OF SECTION 00810

**SECTION 00840
HAZARDOUS MATERIALS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section describes the following requirements including:
 - 1. Definition of Hazardous Materials
 - 2. Awareness of Hazardous Materials

PART 2 - HAZARDOUS MATERIALS

2.01 DEFINITION OF HAZARDOUS MATERIALS

- A. A “Hazardous Material”, as used in this Project Manual means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.

2.02 AWARENESS OF HAZARDOUS MATERIALS

- A. Each Subcontractor shall be constantly aware of the possible discovery of Hazardous Materials. Should Subcontractor encounter any Hazardous Material or suspected Hazardous Material, the Subcontractor shall immediately stop Work in the area affected and report the condition to R. C. Wegman Construction Company.
- B. If the Subcontractor encounters any Hazardous Material or suspected Hazardous Material, the Subcontractor agrees to immediately initiate the required procedures of the Environmental Protection Agency (EPA), and/or state or local agencies having jurisdiction to protect any and all persons exposed to the affected areas or adjacent areas affected thereby.
- C. Subcontractor is fully responsible for all Hazardous Materials it creates or releases in connection with, or brings to, the Project
- D. See the General and Supplementary Conditions of the Agreement for further instructions and obligations related to Hazardous Materials.
- E. Each Subcontractor shall be responsible to bind ALL of its personnel and its Subordinate Parties to the provisions in these paragraphs and to instruct each employee of the of its duty to report any and all suspected Hazardous Materials and to comply with all applicable laws.
- F. **ABSOLUTELY NO MATERIAL SHALL BE BROUGHT ON OR TO THE PROJECT SITE THAT DOES NOT HAVE A MANUFACTURER'S LABEL STATING CONTENTS.**
- G. The Subcontractor shall comply with all applicable federal and state laws, rules, ordinances and regulations regarding transportation, storage, spills, releases and disposal of Hazardous Materials.

- H. No asbestos or asbestos-containing material will be brought to the jobsite or incorporated into the Work by Subcontractor or its Subordinate Parties.

END OF SECTION 00840

**SECTION 00870
LABOR RELATIONS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 LABOR RELATIONS

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

PART 2 SCOPE

1.01 PREVAILING WAGES

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

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

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

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

END OF SECTION 00870

**SECTION 00880
REGULATORY REQUIREMENTS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 STANDARDS, CODES AND REGULATION

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

1.03 PERMITS

- A. Refer to Section 00890 Permits in the Project Manual.

1.04 TAXES

- A. This project is tax exempt from payment of Retailers Occupation Tax, the Service Occupation Tax (Both state and local) the Use Tax and the Service Use Tax pursuant to the terms and conditions of the tax exempt certificate immediately following this section. The aforementioned Taxes do not apply on any and all materials and equipment that become a permanent part of the project and are thereby incorporated into the project. Materials and Equipment which are either considered consumables during the course of the project and or rented which are not incorporated into the project as a permanent item, are subject to the aforementioned taxes and the Bidder is to include all such taxes and any other applicable taxes required by law.

END OF SECTION 00880

SECTION 00890
PERMITS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 PERMITS AND FEES

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

END OF SECTION 00890

SECTION 010000

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work covered by Contract Documents is as stipulated within this project manual and as accompanied by drawings.
- B. Definitions. The following terms are used throughout the Contract Documents. The work will be governed in accordance with the definitions.
 - 1. Owner or Client: Shall mean City of Aurora, IL.
 - 2. Architect, Engineer, or Landscape Architect: Dewberry Architects/Engineers.
 - 3. Construction Manager shall mean R.C. Wegman Construction Company.
 - 4. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
 - 5. Manufactured: Manufactured means standard units, usually mass-produced by an established manufacturer of the respective item.
 - 6. Provide: Provide means furnish and install.
 - 7. Shop fabricated or shop made: Shop fabricated or shop made refers to items made by a Contractor or Subcontractor in their own Shop.

1.2 CONTRACTS

- A. The Construction manager will award construction contracts for all work specified herein.

PART 2 - products (not used)

PART 3 - execution

3.1 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 - 1. Law
 - 2. Permits
 - 3. Contract
 - 4. Construction Manager
 - 5. Required use of adjacent existing Facilities
 - 6. Contract documents

- B. Confer with Construction Manager and obtain full knowledge of all site rules and regulations affecting work.
- C. Conform to site rules and regulations while engaged in project construction.
- D. Site rules and regulations take precedence over others that may exist outside such jurisdiction.
- E. Employees On Site: The Construction Manager may examine Contractor's list of employees, including those of his subcontractors and their agents for all employees working on site.
- F. Vehicle use: Rigidly enforce the following:
 - 1. Keep all vehicles, mechanized or motorized equipment locked at all times when parked and unattended on Owner's premises.
 - 2. Do not, under any circumstance, leave any vehicle unattended with motor or engine running, or with ignition key in place.
 - 3. All traffic control subject to the Construction Manager approval.
 - 4. Contractor employee parking shall be limited to or within the project limits.
- G. Do not unreasonably encumber site with materials or equipment.
- H. Assume full responsibility for protection safety and safekeeping of products stored on premises.
- I. Move all stored products or equipment, which interferes with operations of Owner or other subcontractors.
- J. Obtain and pay for use of additional storage or work area needed for operations.
- K. Limit use of site for work and storage:
 - 1. To areas indicated on the drawings.
 - 2. To areas approved in advance by the Construction Manager.

3.2 DUTIES OF CONTRACTOR

- A. Except as specifically noted, provide and pay for:
 - 1. Labor, materials and equipment.
 - 2. Tools, construction equipment and machinery.
 - 3. Water, heat and utilities required for construction.
 - 4. Other facilities and services necessary for proper execution and completion of work.
- B. Secure and pay for as necessary for proper execution and completion of work, and as applicable at time of receipt of bids.
 - 1. Licenses.

- C. Give required notices.
- D. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of work.
- E. Promptly submit written notice to the Construction Manager of known or observed variances of Contract Documents from legal requirements.
 - 1. Appropriate modifications to Contract Documents will adjust necessary changes.
 - 2. Assume responsibility for Work known to be contrary to such requirements.
- F. Enforce strict discipline and good order among employees. Do not employ on Work:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned task.
 - 3. Persons not in good standing in Union Jurisdiction of said work scope.
- G. This Project is exempt from all State and Local use taxes.
 - 1. Obtain sales tax exemption certificate number from the Construction Manager.
 - 2. Place exemption certificate number on invoices for materials incorporated in work.
 - 3. Furnish copies of invoices to the Construction Manager.
 - 4. Upon completion of work, file with the Construction Manager, notarized statement that all purchases made under exemption certificate were entitled to be exempt.
 - 5. Pay legally assessed penalties for improper use of exemption certificate number.
 - 6. Proceeds from the end-use or consumption items to construction contractors to perform real estate construction contracts for the State of Illinois and its political subdivision are taxable.
- H. Purchase and maintain insurance in accordance with Contracting Requirements – Division 00620 (Insurance).
- I. Provide required bonds for all portions of the work Please refer to Sections 00605. Performance and Payment bonds are not required of the Sub Contractors.
- J. Contractor shall protect existing site from damage. Contractor shall clean areas of construction debris, equipment, and material prior to Date of Completion for such area.

3.3 TIME OF COMPLETION

- A. Completion of work shall be in accordance with the schedule as provided by the Construction Manager. Please refer to “EXHIBIT C” Preliminary schedule for bidding reference located in Section 00230

3.4 JOB OPERATIONS

- A. Project Security:

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1. Take necessary precautions to protect the public in the area of construction.
2. Securely close off all areas of construction after working hours to prevent entry by unauthorized persons.
3. Provide barriers to prevent visitors from construction area.

3.5 WORK LIMITATIONS:

- A. Owner's personnel may occupy all spaces around where work will be done. Any work done during times of occupancy shall be limited in scope to prevent disturbing it.
- B. All work, including material storage, shall be limited to the project area.

END OF SECTION

SECTION 011000

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Work restrictions.
 - 5. Specification and drawing conventions.
 - 6. Miscellaneous provisions.

1.3 PROJECT INFORMATION

- A. Project Identification: City of Aurora, IL 17-01 New Fire Station No. 7
 - 1. Project Location: 824 Kenilworth Place, Aurora, IL
- B. Owner: City of Aurora, 44 East Downer Place, Aurora, IL 60506
- C. Architect: Dewberry Architects, 25 South Grove Avenue Suite 500, Elgin, IL 60120
- D. Landscape Architect: Hitchcock Design Group, 225 W. Jefferson Avenue, Naperville, IL 60540
- E. Other Owner Consultants: The Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:
- F. Construction Manager: R.C. Wegman Construction Company, 750 Morton Avenue, Aurora, IL 60506.

1. Construction Manager for this Project is Project's constructor. In Divisions 01 through 33 Sections, the terms "Construction Manager" and "Contractor" are synonymous.

- G. Project Web Site: A project Web site administered by Construction Manager will be used for purposes of managing communication and documents during the construction stage.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The Work includes the construction of a 11,000 square foot, single-story New Fire Station Building. Building Consist of Glue-Lam & Cold Formed Metal Framing with Masonry/Masonry Veneer with Siding and associated Interior Finishes and Site Work.

- B. Type of Contract:

1. Bid Packages will be constructed under a prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Work shall be generally performed inside the project site during normal business working hours of 7:00am to 3:30 p.m., Monday through Friday, except when otherwise indicated, or as approved by the Construction Manager.

1. Weekend Hours: Per the City of Aurora Code of Ordinance and the Construction Manager.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
2. Obtain Construction Manager's written permission before proceeding with utility interruptions.

D. Nonsmoking Site: Smoking is not permitted on the Site.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Construction Manager. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Construction Manager or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
3. Specification requirements are to be performed by Construction Manager unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

1.8 MISCELLANEOUS PROVISIONS

A. When the word days are used: it is a calendar day.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SELECTION AND PURCHASE

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

1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

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

1.6 COORDINATION

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

1.7 LUMP - SUM ALLOWANCES

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

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1.8 CONTINGENCY ALLOWANCES

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

1.9 TESTING AND INSPECTING ALLOWANCES

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

1.10 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

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- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Construction Manager's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or Sub Contractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. NONE

END OF SECTION 012100

**SECTION 012200
UNIT PRICES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

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

- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

NONE:

END OF SECTION 012200

**SECTION 012300
ALTERNATES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems or installation methods described in the Contract Documents

- 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
- 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

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

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

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3.1 SCHEDULE OF ALTERNATES

NONE:

See Bid Form and Contract Documents for description of Alternates, if any.

END OF SECTION 012300

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

1.5 ADMINISTRATIVE CHANGE ORDERS

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

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a [Construction] Change Directive on [AIA Document G714]. [Construction] Change Directive instructs Construction

Manager to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

**SECTION 012900
PAYMENT PROCEDURES**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

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

PART 2 - PAYMENT PROCEDURES

1.01 SCHEDULE OF VALUES

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

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

2.02 APPLICATION FOR PAYMENT PROCESS

- A. The Sub Contractor shall submit progress payment applications to R. C. Wegman Construction Company no later than the twentieth (20th) day of each payment period for the Subcontractor work performed up to and including the last day of the payment period indicating work completed and to the extent allowed under 3.01, materials stored during the preceding payment period.

2.03 REDUCTION OF RETENTION

- A. R. C. Wegman Construction Company/Owner shall be entitled to withhold ten (10%) percent of each payment due to a Subcontractor until Substantial Completion of the Subcontractor's Work. When fifty (50%) percent of the value of the Work has been satisfactorily completed, the Subcontractor may submit a written request to R. C. Wegman Construction Company to reduce retainage to 5% throughout the balance of the Agreement. R. C. Wegman Construction Company/Owner may grant or deny the request in its sole discretion, based upon its opinion of the progress and performance of the Subcontractor through the date of the request. If the request is granted and the Subcontractor's Work subsequently fails to meet contracted requirements, does not conform to Contract, or the Subcontractor does not meet its schedule commitments, the ten (10%) percent retainage shall be reinstated.
- B. The Subcontractor, when requesting a reduction of retention, shall submit to R. C. Wegman Construction Company, an AIA G707, and Consent of Surety to Reduction In or Partial Release of Retention form.
- C. Within thirty (30) days after Certificate of Substantial Completion has been issued for all portions of its Work, the Subcontractor's retention may be reduced to a sum as R. C. Wegman Construction Company and the Architect/Owner may determine is suitable to protect R. C. Wegman Construction Company and the Owner for all incomplete Work and any unsettled claims.
- D. Notwithstanding the foregoing, payment of retention shall be subject to all other conditions precedent that applies to payment as set forth in the Contract Documents.

PART 3 - PAYMENT FOR MATERIALS STORED OFF-SITE

3.01 PAYMENT FOR MATERIALS STORED OFF-SITE

- A. The Subcontractor, if intending to use an off-site storage area or facility for stored materials, shall submit a written request to the R. C. Wegman Construction Company and obtain approval prior to submitting the first application for payment as described in Part 2 Applications for Payment.
- B. Payments may or may not be made for materials properly stored off site. In the event payments are made by the Owner for properly stored off-site materials, the subcontractor shall comply with the following; properly stored shall mean in an insured warehouse with the Owner and R. C. Wegman Construction Company being named as insureds, and all material identified as property of the Owner. The Subcontractor is responsible for all associated off site storage costs, transportation, insurance, including insurance coverage for stored material, while in transit, unless Subcontractor obtains written documentation that the material is covered during transit under a Builder's Risk Policy applicable to the Project. Subcontractor shall provide R. C. Wegman Construction Company and the Owner verification in writing for all material so stored. Such materials shall be protected from diversion, destruction, theft, and damage to the satisfaction of R. C. Wegman Construction Company, Owner and the Lender (if any), specifically marked for use on the Project, and segregated from other materials at the storage facility. The Subcontractor bears all risk of loss to materials and equipment stored off site.
- C. Subcontractors are to provide supporting documentation in the form of invoices, insurance policies, and any other pertinent documentation as requested by R. C. Wegman Construction Company or Owner for items the items stored off-site. Documentation shall include the following:
1. Detailed description of the material including quantities that will serve as a material description for the billing and as information to file a claim with an insurance company.
 - a. Stored Materials - Each item must be identified as to manufacturer, model number, and serial number, if applicable, or other identifiers should be listed for each item. Each listing must be accompanied by invoices, shipping tickets, consent of surety, and any other applicable supporting documentation.
 - b. Stored Manufactured Building Materials - Each item must be identified as to type, manufacturer's number or designation, and should also list the number of cartons and the contents therein storage. Each listing must also be accompanied by supporting documents including all invoices, shipping tickets and consent of surety.
 - c. Stored Fabricated Materials - A listing specifying the number of pieces, items, and marks as may be applicable to the particular type of items. Photographs should accompany the request.
 2. Individual itemized costs of materials and the total cost value, which shall not exceed the Subcontractor's subcontractor or material supplier cost. The total cost value shall be supported by the Subcontractor's subcontractor or material supplier invoices for the stored material.
 3. Estimated cost value for those materials that are fabricated by the Subcontractor's subcontractor or material supplier.
 4. The location where the material is physically stored, including the warehouse address and storage location within the warehouse, such as bin number, aisle number or other designation. All material shall be segregated and marked.

5. Copies of the insurance policies that cover the stored materials and that name R. C. Wegman Construction Company and the Owner as insured's. The limit of the insurance policy shall be equal to or greater than the replacement value of the stored materials.
- D. When Applications for Payment include products stored off the Project Site or stored on the Project Site but not incorporated in the Project, for which no previous payment has been requested, a complete description of such product shall be attached to the application.
- E. Subcontractor shall submit a certificate of title listing the R. C. Wegman Construction Company's ownership in the off-site stored materials equal to the amount paid effective at the time funds are delivered.
- F. All payment requests for off-site stored materials must be accompanied by a "Payment Request for Stored Materials" and a "Subcontractor Affidavit for Stored Materials". Payment requests for stored materials not complying with the foregoing requirements will not be approved. Subcontractors are to notify the R. C. Wegman Construction Company in ample time to conduct verification procedures.
- G. Subcontractors may not apply the cost of materials stored off-site towards a reduction in the retention amount.
- H. Representatives of R. C. Wegman Construction Company, Owner and the Lender (if applicable) shall have the right to make inspections of the storage areas at any time.

PART 4 - WAIVERS OF LIEN & SUBTIER SUBCONTRACTORS

2.01 WAIVERS OF LIEN

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

2.02 SUBTIER SUBCONTRACTOR'S

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

END OF SECTION 012900

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project Web site.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Construction Manager seeking information required by or clarifications of the Contract Documents.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

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1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements and additionally where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity. Minimum requirements for Coordination Drawings for the following, (but not limited to) Subcontracts:
1. Steel
 2. Mechanical (HVAC)
 3. Mechanical (Plumbing)
 4. Electrical (Including Data)
 5. Fire Protection

Note: Coordination Drawings are not to be considered shop drawings for review. Coordination drawings and/or meetings are to take place prior to shop drawing submittals. Coordination meeting is to take place early in the project schedule.

Subcontractors are required to prepare questions in the form of RFIs to be reviewed and discussed. Do not submit RFIs to Architect prior to coordination meeting.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

- B. Coordination Drawing Organization: Organize coordination drawings as follows:
 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Mechanical and Plumbing Work: Show the following:

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- a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
- a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
8. Fire-Protection System: Show the following:
- a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
 2. File Submittal Format: Post coordination drawing files using Portable Data File (PDF) format.
 3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - b. Digital Data Software Program: Drawings are available in AutoCad Architecture 2008.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement included in this Project Manual. See Section 013300 Submittal Procedures.

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1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day. Allow the following working days for each category list for Architect's response:
- | | |
|---------------------------|------------------|
| 1) Architecture: | (5) working days |
| 2) Steel: | (7) working days |
| 3) Mechanical (HVAC): | (7) working days |
| 4) Mechanical (Plumbing): | (5) working days |
| 5) Electrical: | (5) working days |
| 6) Fire Protection: | (5) working days |

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The Contractor and/or Construction Manager is required to allow the above listed time outline for the submittal schedule approval prior to construction commencing.

1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of Project Web site. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five (5) working days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

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1.7 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within five (5) working days of the meeting.
- B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 working days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Construction Manager and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Submittal procedures.
 - j. Preparation of record documents.
 - k. Use of the premises.
 - l. Work restrictions.
 - m. Working hours.
 - n. Responsibility for temporary facilities and controls.
 - o. Safety (VPP w/OSHA)
 - p. Project Labor Agreement
 - q. Office, work, and storage areas.
 - r. Equipment deliveries and priorities.
 - s. First aid.
 - t. Security.
 - u. Progress cleaning.
 4. Minutes: Construction Manager will record and distribute meeting minutes.

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- C. Preinstallation Conferences: Construction Manager shall Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction as necessary, at which attendees and agenda will vary.
- D. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 60 calendar days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for completing LEED documentation.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for delivery of material samples, attic stock, and spare parts.
 - g. Requirements for demonstration and training.
 - h. Preparation of Contractor's punch list.
 - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - j. Submittal procedures.
 - k. Coordination of separate contracts.
 - l. Owner's partial occupancy requirements.
 - m. Installation of Owner's furniture, fixtures, and equipment.
 - n. Responsibility for removing temporary facilities and controls.
 4. Minutes: Construction Manager will record and distribute meeting minutes.
- E. Construction Progress Meetings: Construction Manager will conduct construction progress meetings weekly at the site unless otherwise noted.
1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Agenda will be prepared to reflect topics and concerns of the project as they are presented. Regular agenda topics will include the following items:

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- a) Safety/Emergency Requirements
- b) Required Documents
- c) Site/Civil Review
- d) Architectural Review
- e) Submittal Status
- f) Memoranda
- g) RFI Status
- h) RFP Status
- i) Change Order Status
- j) Schedule
- k) Utilities
- l) Old Business
- m) New Business
- n) Urgent Items

3. Minutes: Construction Manager will record and distribute the meeting minutes to each party present and to parties requiring information.

F. Coordination Meetings: Construction Manager will conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes. Dates, times, attendees and agenda will vary

1. Reporting: Construction Manager shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

REQUEST FOR INFORMATION

Project Name: **City of Aurora Fire Station No. 7 BP2R-02C Landscaping**

RFI NO: _____

RCW Project No.: 2016-02

Subject: _____

Document Reference: _____

Date: _____

Information requested by: _____

Attn: _____

Company Name: _____

Phone Number: _____

Fax Number: _____

Attachments: _____

Request for Information:

Requested Response Date:

Suggested Solution:

RESPONSE FROM:

DATE RESOLVED:

Cc:

SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. All sections in Division 1

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- E. "Equal" or "Or Equal": Other alternatives of demonstrated similar quality and performance are welcome.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
1. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of Contract Drawing base files will be provided by Architect for Construction Manager's use in preparing submittals.
1. Architect will furnish Construction Manager one set of digital data base drawing files for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The limited Contract Drawings are available in AutoCAD 2010 DWG format only. No other version/file format will be made available.
 - c. Use of the referenced electronic base drawings shall be deemed as an agreement and notice to all stipulations contained within the form of Agreement included in the Project Manual.
 - d. The following Contract Drawing base files will be furnished for each appropriate discipline:
 - 1) 2D Floor plans.
 - 2) 2D Reflected ceiling plans.
 - 3) 3D Architectural Drawings (Walls and Reflected Ceiling)
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

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1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals. **Submittals for long lead time items shall be submitted with sufficient time to avoid scheduling conflicts; product substitutions will not be considered due to failure to transmit submittals enough in advance of Work to permit processing, including resubmittals.**
1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Construction Manager when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 5 days for review of each resubmittal.
- D. Options: Identify options requiring selection by the Architect.
- E. Identification and Information: Place a permanent label or title block on each physical sample submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.

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- h. Name of manufacturer.
 - i. Location(s) where product is to be installed, as appropriate.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., APL-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., APL-061000.01.A).
 - 3. Provide means for insertion to permanently record Construction Manager's review and approval markings and action taken by Architect.
 - 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Name of subcontractor.
 - h. Name of supplier.
 - i. Name of manufacturer.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - 5. Include the following information as keywords in the electronic file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- H. Options:
 - 1. Identify options requiring selection by the Architect.
 - 2. Clearly identify Contractor selected options where multiple products or options are available on manufacturer's submittal form.
- I. Deviations: Identify deviations from the Contract Documents on submittals.

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- J. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Construction Manager.
1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- K. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- M. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Post electronic submittals as PDF electronic files directly to the Construction Manager, who will review and forward to the Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Action Submittals: Submit PDF, except for physical samples. For physical samples submit three submittals, unless otherwise indicated. Architect will return two physical samples.
 3. Informational Submittals: Provide PDF, unless otherwise indicated. Architect will not return copies.
 4. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 and provide pdf.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. Submit Product Data before or concurrent with Samples.
 5. Submit Product Data in the following format:
 - a. PDF electronic file.

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- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

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4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two (2) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two (2) sets of Samples of approved product.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- G. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- H. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- I. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

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- J. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- K. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- L. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- M. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- N. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

PART 3 - EXECUTION

3.1 CONSTRUCTION MANAGER'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. **Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's review, and statement certifying that submittal has been reviewed for compliance with the Contract Documents.**

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3.2 ARCHITECT'S ACTION

- A. General: **Architect will not review submittals that do not bear Construction Manager's review stamp and will return them without action.**
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Reviewed
 - 2. Reviewed – Revise As Noted
 - 3. Reviewed – Revise And Resubmit
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 2. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.

- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of four previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee

payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner's Representative.
 - 2. Notify Owner's Representative seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Engineer's approval of mockups before starting work, fabrication, or construction.

- a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Owner's Representative Responsibilities: Where quality-control services are indicated as Owner's Representative responsibility, Owner's Representative will engage a qualified testing agency to perform these services.
 1. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Tests and inspections not explicitly assigned to Owner's Representative are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner's Representative, unless agreed to in writing by Owner's Representative.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Owner's Representative and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify Owner's Representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

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4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Owner's Representative.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Owner's Representative and Engineer's reference during normal working hours.

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3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 01 Section "Execution" for progress cleaning requirements.
 - 3. Division 32 Section "Concrete Paving" for construction and maintenance of concrete pavement for paved areas.

1.3 USE CHARGES

- A. Water Service: Water from public water system is available for use in compliance with water utility operators requirements. Provide connections and extensions of services as required for construction operations.
- B. Electric Power Service: Electric power from existing system is available for use in compliance with utility operators' requirements. Provide connections and extensions of services as required for construction operations.

1.4 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, for construction personnel.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts. Any Temporary Fencing needed to close off Project areas will be by the Construction Manager.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: At the Construction Managers discretion, a prefabricated or mobile unit with serviceable finishes, temperature controls, and foundations adequate for normal loading may be installed within the site limits.
 - 1. No Sub Contractor Field Offices or other facilities shall be permitted without coordination with and approval of the Construction Manager..

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Connection to temporary electrical service for temporary facilities must be coordinated and approved by the Construction Manager.
- B. Sanitary Facilities: R. C. Wegman Construction Company (CM) will Provide temporary toilets, for construction personnel..
 - 1. Toilets: Use of Site Office toilet facilities will not be permitted by construction personnel.
- C. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: R. C. Wegman Construction Company will provide temporary parking areas within the site limits for construction personnel.
- C. Project Identification and Temporary Signs: R. C. Wegman Construction Company will provide Project identification and other signs not specifically assigned to a Bid Package. Signs will be installed where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
- D. Waste Disposal Facilities: Consult your "Scope of Work" for your responsibility to provide waste-collection containers if applicable in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 31 Section "Erosion and Sedimentation Controls."
- C. Storm Water Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and sub grade construction to prevent flooding by runoff of storm water from heavy rains.
- D. Street Cleaning: Contractors are responsible to provide roadway cleanup of mud and debris accumulated due to vehicles/equipment associated to their work. Refer to Section 00220 "Scope Work Categories" for further details and information.
- E. Tree and Plant Protection: Refer to Section 00220 "Scope Work Categories" for contractors' responsibility to install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Site Enclosure Fence: General Trade Contractor BP1-06 shall provide as needed any Site Enclosure Fencing.

- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses as per approval and direction of the Construction Manager.
- B. Termination and Removal: Remove each temporary facility per the direction of the Construction Manager. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
1. Division 01 Section "Allowances" for products selected under an allowance.
 2. Division 01 Section "Alternates" for products selected under an alternate.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.
- C. "Equal" or "Or Equal": Other alternatives of demonstrated similar quality and performance.

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1.4 ACTION SUBMITTALS

- A. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Construction Manager is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

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7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

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6. Or Equal: For products specified by name and accompanied by the term “or equal”, or “or approved equal”, or “or approved”, provide other alternatives of demonstrated similar quality and performance.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Construction Manager's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Construction Manager's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in “Comparable Products” Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Construction Manager's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

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2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

**SECTION 016300
PRODUCT SUBSTITUTIONS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 WORK INCLUDED

- A. Furnish and install Products specified, under options and conditions for substitutions stated in this Section.

1.03 BIDDER'S OPTIONS

- A. For products that are specified only by reference standard, select Product meeting that is standard by any manufacturer.
- B. For Products specified by naming several Products or manufacturers, select any one of products and manufacturers named which complies with Specifications.
- C. For Products specified by naming several Products or manufacturers and stating "or equivalent", or "or equal", or "or Architect approved equivalent", or similar wording, submit a request as for substitutions, for any Product or manufacturer which is not specifically named for review and approval by the Architect.
- D. For Products specified by naming only one Product and manufacturer, there is no option and no substitution will be allowed.

PART 2 - SUBSTITUTION PROCESS

2.01 SUBSTITUTIONS

- A. Base Bid shall be in accordance with the Contract Documents.
- B. 1. Substitutions for products may be made during the bidding period by submitting completed Substitution Request Form and substantiating product data/literature a minimum of seven (7) Days prior to Bid date to R. C. Wegman Construction Company who will then forward to the Architect.
- 2. Architect will consider requests from the Bidder for substitution of products in place of those specified as set forth in this section.
- 3. Those submitted the specified calendar days prior to Bid Date will be included in an addendum if acceptable.
- 4. After the end of the bidding period, requests will be considered only in case of Product unavailability or other conditions beyond the control of Subcontractor.
- 5. Bid Proposals shall not be based on assumed acceptance of any item which has not been approved by addendum.

- B. Bidders are required to submit a separate Substitution Request Form for each proposed substitution. Each substitution request should be accompanied by the following supporting documentation:
1. A full explanation of the proposed substitution.
 2. Complete data substantiating compliance of the proposed substitution with the requirements stated in the Contract Documents.
 - a. Product identification, including the manufacturer's name and address.
 - b. Manufacturer's literature; identifying:
 - 1) Product description and technical information.
 - 2) Reference standards.
 - 3) Performance and test data.
 - 4) Installation instructions, operating procedures and other like information.
 - c. Samples, as applicable.
 - d. Names and addresses of similar projects on which product has been used, and date of each installation.
 3. Itemized comparison of the proposed substitution with the product specified, listing all significant variations.
 4. Data relating to changes in delivery or construction schedule.
 5. A list of all effects of the proposed substitution on separate contracts.
 6. Accurate cost data comparing the proposed substitution with the product specified.
 - a. Amount of any net change to Contract Sum.
 7. Designation of required license fees or royalties.
 8. Designation of availability of maintenance services and sources of replacement materials.
- C. Substitutions will not be considered for acceptance when:
1. They are indicated or implied on shop drawings or product data submittals without a formal request from Bidder.
 2. Acceptance will require substantial revision of Contract Documents.
 3. In judgment of Architect, do not include adequate information necessary for a complete evaluation.
 4. If requested after Contract Award directly by a subcontractor or supplier, except for special or unusual circumstances reviewed by the Subcontractor with R. C. Wegman Construction Company.
- D. Substitute products shall not be ordered or installed without written acceptance of Architect.
- E. Architect will determine acceptability of proposed substitution.

2.02 BIDDER'S REPRESENTATION

- A. In making formal request for substitution the Bidder represents that:
1. It has investigated the proposed product and has determined it is equivalent to or superior in all respects to the product specified.
 2. It will provide same warranties or bonds for the proposed substitution as required for the product specified.
 3. It will coordinate installation of the accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
 4. It waives all claims for additional costs caused by or arising from the substitution which may subsequently become apparent.
 5. Cost data is complete and includes related costs under its Agreement, but not:
 - a. Costs under separate contracts.
 - b. Architect's costs for redesign or revision of Contract Documents.
 6. Cost data need not be submitted, if request is for inclusion in an addendum. Requests after the Agreement is awarded shall contain a complete cost comparison.
- B. Any modifications necessary as a result of the use of an approved substitute shall be paid by the Subcontractor proposing the substitution.
- C. Any additional engineering costs required to be performed by the Architect to approve, implement or coordinate the substitution above reasonable review services, shall be paid by the Subcontractor proposing the substitution.
- D. Under no circumstances will the Architect be required to prove that a product proposed for substitution is or is not equal to the quality of the product specified.

2.03 ARCHITECT'S DUTIES

- A. Review requests for substitutions with reasonable promptness.
- B. Coordinate review/approval of "Architect Approved" substitutions with the Owner prior to notifying the R. C. Wegman Construction Company.
- C. Issue a written instruction of decision to accept the substitution.
- D. Substitution requests that are not approved will be returned to the party submitting the request with an explanation for the rejection.

2.04 SUBSTITUTION REQUEST FORM

- A. The form is attached to this Section.
- B. SUBSTITUTIONS WILL BE CONSIDERED ONLY WHEN THE ATTACHED FORM IS COMPLETED AND INCLUDED WITH THE SUBMITTAL WITH ALL BACKUP DATA.

END OF SECTION 016300

SUBSTITUTION REQUEST

Project Name: **CITY OF AURORA FIRE STATION No. 7 BP2R-02C Landscaping**
Substitution Request No.: _____

RCW Project No.: 2016-02

Subject description: _____
Document Reference: _____
Date: _____

Request by: _____
Company Name: _____
Phone Number: _____
Fax Number: _____

Attn.: _____

Response Date: _____

Attachments: _____

Proposed Substitution:

Manufacturer: _____
Address: _____
Phone: _____
Trade Name: _____
Model No.: _____
Installer: _____

Installer: _____
Address: _____
Phone: _____

Differences between proposed substitution and specified product:

Reason for proposing substitution:

Provide information re: similar installation:

Project: _____
Address: _____
Date Installed: _____
Architect: _____

Proposed substitution affects other parts of Work: Yes No (circle one).

Proposed substitution changes Contract Time: Yes No (circle one).

Savings to Owner for accepting substitution: \$ _____

SECTION 017300

EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Installation of the Work.
 - 2. Cutting and patching.
 - 3. Coordination of Owner-installed products.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experience in providing land-surveying services of the kind indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for location and installing products to comply with indicated requirements.
- G. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and

items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.

- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.11 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

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1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified conditions.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017320

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 02 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Communication systems.
 - 2. Electrical wiring systems.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding. All cutting and patching must be coordinated with and approved by the Construction Manager prior to performing work on site.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- B. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- C. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017320

**SECTION 017700
CLOSEOUT PROCEDURES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Construction Manager's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Construction Manager's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Construction Manager's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 working days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 5. Submit test/adjust/balance records.
 6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 33 Sections.
 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 working days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.

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5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01.
 6. Advise Owner of changeover in heat and other utilities.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects if applicable.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 working days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Construction Manager of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Construction Manager's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01.
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 working days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Construction Manager of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Construction Manager of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 10 working days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Construction Manager.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

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- h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

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- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

**SECTION 017823
OPERATION AND MAINTENANCE DATA**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

- B. Related Requirements:

1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Division 01 Section "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.
3. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Architect.
 - 8. Name and contact information for Commissioning Authority.
 - 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Construction Manager has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.

- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.

- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017830

WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 WARRANTY REQUIREMENTS

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

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

1.3 SUBMITTALS

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

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017830

**SECTION 017839
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
1. Record Drawings.
 2. Record Specifications.
 3. Record Product Data.
 4. Miscellaneous record submittals.
- B. Related Requirements:
1. Division 01 Section "Execution" for final property survey.
 2. Division 01 Section "Closeout Procedures" for general closeout procedures.
 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 4. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one (1) of file prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:

- 1) Submit PDF electronic files of scanned record prints and three 3 set(s) of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.

- d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - a. See Division 01 Section "Submittal Procedures" for requirements related to use of Architect's digital data files.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

**SECTION 017900
DEMONSTRATION AND TRAINING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.
- B. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.
- C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two (2) copies within seven (7) days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Date of video recording.
2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
4. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
 1. Inspect and discuss locations and other facilities required for instruction.
 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 3. Review required content of instruction.
 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:

- a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
 - b. Repair instructions.

- c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner through Architect with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.

- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
 - a. Name of Contractor/Installer.
 - b. Business address.
 - c. Business phone number.
 - d. Point of contact.
 - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
1. Film training session(s) in segments not to exceed 15 minutes.
 - a. Produce segments to present a single significant piece of equipment per segment.
 - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
 - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900