



**PROJECT MANUAL**  
STR Project Number 24023

**D113A OLD QUARRY  
STORMWATER PAVING  
REPAIRS**

Prepared for:

**Lemont-Bromberek School District  
113A**  
16100 127th Street  
Lemont, IL 60439

Issue for Bid/Permit:  
04/02/2024

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The complete Project Manual for this project consists of the listed Volume(s), which must not be separated for any reason. The Architect and Owner disclaim any responsibility for any assumptions made by a contractor or subcontractor who does not receive a complete Project Manual, including all sections listed in the Table of Contents.

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**PROJECT DIRECTORY**  
STR PROJECT NUMBER 24023

**PROJECT** ***D113A OLD QUARRY STORMWATER PAVING REPAIRS***

**Old Quarry Middle School**  
16100 W. 127th Street, Lemont, IL 60439

**OWNER** **BOARD OF EDUCATION**  
**Lemont-Bromberek School District 113A**  
16100 127<sup>th</sup> Street  
Lemont, IL 60439  
Mr. Pat Crean, Director of Operations  
Tel: 630-257-2286 x 2803

**ARCHITECT** **STR PARTNERS LLC**  
350 West Ontario Street  
Chicago, Illinois 60654  
Mr. Andrew Phelps, Project Manager  
Tel: 312-242-4174

**CIVIL ENGINEER:** **ERIKSSON ENGINEERING ASSOCIATES, LTD.**  
135 S. Jefferson Street, Suite 135  
Chicago, IL 60661  
Mr. Rick Sinnott, Project Manager  
Tel: 312-463-0551

**DIVISION 00  
PROCUREMENT AND  
CONTRACTING REQUIREMENTS**

**SECTION 00 11 16  
ADVERTISEMENT FOR BIDS**

Notice is hereby given that the Board of Education, Lemont-Bromberek Combined School District 113A, Lemont, Cook County, Illinois, is seeking bids for **D113A OLD QUARRY STORMWATER PAVING REPAIRS** located in Lemont, Illinois.

**Lump Sum Bids will be received, publicly opened, and read** at the District Office of Lemont-Bromberek Combined School District 113A, 16100 W. 127th Street, Lemont, IL 60439, **at 2:00 p.m., on April 17, 2024.** Bids received after the designated time and date of bid opening will not be considered. Bidders must comply with all of the requirements set forth in the Project Manual.

Bidding Documents will be available on April 3, 2024. To view and obtain bidding documents please visit **Best Imaging Solutions'** planroom at <http://www.bestimagingplanroom.com/jobs/public>.

Bidders are encouraged to attend a **pre-bid conference on April 8, 2024**, at 11:00 a.m. at Old Quarry Middle School, 16100 W. 127th Street, Lemont, IL 60439. Site inspections will immediately follow the pre-bid conference.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12)

Board of Education  
Lemont-Bromberek Combined School District 113A

**SECTION 00 21 13  
INSTRUCTION TO BIDDERS**

**PART 1 - GENERAL**

**1.1 PROPOSAL**

- A. **The Board of Education of Lemont-Bromberek Combined School District 113A will receive sealed bids for the D113A OLD QUARRY STORMWATER PAVING REPAIRS in Lemont, Illinois.**
- B. To receive full consideration, all bids must include 2 copies of the following documents properly completed and signed. Failure to do so will result in disqualification of bidder.
1. Bid Form
  2. Bid Bond or Certified Check
  3. Substitution Sheet
  4. Non-Collusion Affidavit
  5. Certificate of Compliance with Illinois Individual Drug-Free Workplace Act
  6. Certificate of Compliance with Illinois Contractors Drug-Free Workplace Act
  7. Certificate of Compliance with Illinois Human Rights Act
  8. Bidder Eligibility Certification
  9. Business Enterprise Certification
  10. Smoking and Tobacco Policy
  11. Certificate of Compliance Criminal Background Check/Sex Offender Database
  12. Prevailing Wage Rate Certification
  13. Contractors Qualification Statement. (AIA Document A305)

**1.2 PREPARATION OF BIDS**

- A. Proposals to be entitled for consideration must be made in accordance with the following instructions.
1. Submit 2 copies of the bid on forms provided by Architect with all blank spaces for bid prices filled in, in ink, or typewritten.
  2. Submit bid in an opaque, sealed envelope, addressed to:  
*Ms. Barbara Germany  
Business Manager/CSBO  
Lemont-Bromberek School District 113A  
16100 127<sup>th</sup> Street  
Lemont, IL 60439*  
And mark the envelope:  
BID FOR: 1) D113A OLD QUARRY STORMWATER PAVING REPAIRS  
2) Name of Bidder
  3. All proposal shall be mailed or delivered in person and will be received until **2:00 p.m.** prevailing time, on **Wednesday, April 17, 2024**, for the D113A OLD QUARRY STORMWATER PAVING REPAIRS at the office of:  
*Ms. Barbara Germany  
Business Manager/CSBO  
Lemont-Bromberek School District 113A  
16100 127<sup>th</sup> Street*



*Lemont, IL 60439*

4. Bids received after this time will not be accepted.
  5. All erasures or written memorandum on the Bid Form are prohibited. Include additional explanations, statements or qualifications on a separate sheet attached to the Bid Form.
  6. Base Bid shall appear only where called for in the Bid Form and shall not appear elsewhere in the proposal. Any Alternate prices (other than those set forth in the Bid Form) shall be listed on the Substitution Sheet.
  7. Fill in all blank spaces for the bid items with prices, or if not applicable, the words "No Cost."
- B. The Owner reserves the right to reject any or all bids or parts thereof at its sole discretion and to accept that bid which is considered in the best interest of the District. Such decisions shall be final.
- C. Owner reserves the right to waive any or all irregularities or informalities in bidding procedures.
- D. Do not detach Bid Proposal Forms from the Project Manual for use in submission of bids. Use separate forms furnished by the Architect.
- E. No telephone, telegraphic or facsimile bids will be considered. Likewise no telephone, telegraphic, facsimile or oral modifications or revisions to a bid proposal will be considered.
- F. All prospective bidders are **strongly encouraged** to attend a pre-bid conference at **11:00 a.m., on Monday, April 8, 2024, at** Old Quarry Middle School, 16100 W. 127th Street, Lemont, IL 60439, in order to familiarize themselves with the project, which will be attended by both the Owner and the Architect. Site inspections will immediately follow the pre-bid conference. Additional site visits are to be scheduled with Pat Crean, Director of Operations.

### **1.3 DEFINITIONS**

- A. All the definitions set forth in the General Conditions of the Contract for Construction are applicable to this Instruction to Bidders.
- B. The Bidding Documents include without limitation the Advertisement for Bid, the Instructions to Bidders, the Bid Proposal Form including all certifications noted in Article 1.13, General and proposed Contract Documents including any addendum issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents including Drawings and Specifications, by additions, clarifications, or corrections. The Addenda will become part of the Contract Documents when the Construction Contract is executed.

### **1.4 VIEWING OF SITE AND EXAMINATION OF DRAWINGS**

- A. Bidders shall view the site and existing conditions, and shall carefully examine the Drawings, Specifications and Contract Documents so that they will fully understand what is to be done.

- B. Bidders are required to inform themselves fully of the conditions and limitations under which the work will be performed.
- C. The fact of a Contractor submitting a Proposal shall be construed by the Owner to mean that the Bidder has complied with the above instructions, has viewed the site, has carefully studied the Drawings, Specifications and other Contract Documents, and agrees, if awarded a Contract, to carry out all of the provisions set forth.
- D. Should a Bidder find discrepancies in or omissions from the Drawings, Specifications and/or Contract Documents, he shall notify the Architect prior to submitting his Bid. The Architect will then send written instructions to all Bidders. Failure by a Contractor submitting a proposal to notify the Architect in writing of any discrepancies between the Drawings and actual conditions shall be construed by the Owner to mean that such Contractor agrees to construct as detailed and specified, and do whatever is necessary to complete the work in a manner approved by the Architect and at no increase in his proposal.
- E. Any written instructions (Addenda) issued during the bidding period are to be included in the proposal and shall become a part of the Contract Documents.
- F. Bidders are required to acknowledge receipt of Addenda on the Form of Proposal.

#### **1.5 BIDDING DOCUMENTS**

- A. Obtain Bidding Documents from:
  - Best Imaging
  - 55 East Monroe St., Lower Level, Con F.
  - Chicago, IL 60603
  - Phone: 312.357.9050
  - Email: [service@emailbest.com](mailto:service@emailbest.com)

Or visit **Best Imaging Solutions'** planroom  
at <http://www.bestimagingplanroom.com/jobs/public>.

#### **1.6 INTERPRETATION OF CONTRACT DOCUMENTS**

- A. If any Bidder contemplating a Proposal is in doubt as to the true meaning and intent of any part of the Drawings, Specifications or Contract Documents, he shall submit to the Architect a written request for an interpretation thereof.
- B. The Bidder submitting such a request will be responsible for its prompt delivery.
- C. Interpretation will be made by Addendum only, duly issued by the Architect and delivered to each Bidder receiving a set of the Contract Documents.
- D. The Owner will not be responsible for any other explanations or interpretations of the Documents.
- E. The successful Contractor will be rigidly held to the Architect's interpretation of all Documents.

## **1.7 SUBSTITUTIONS**

- A. Substitutions will not be considered for this work.

## **1.8 ALTERNATE BIDS**

- A. Bidders shall provide a proposal amount related to the alternate bids indicated on the proposal form and further described in Section 01 23 00 Alternates and Construction Documents.

## **1.9 ADDENDA**

- A. Addenda will be issued by email, FAX transmittal, direct mail or United Parcel (UPS) delivery. The Contractors are to consider a FAX transmittal Addenda and/or e-mail transmittal Addenda as a binding addition to the contract documents.
- B. It is the contractors' responsibility to ascertain from the Architect that they received all Addenda issued to the contract documents, prior to submitting their bid.

## **1.10 FORM OF PROPOSAL**

- A. Each Proposal shall be submitted in Duplicate on the form provided by the Architect. All blank spaces on the form shall be fully filled in.
- B. Proposals submitted other than on the special form provided by the Architect may be rejected.
- C. No Proposal will be entertained which is not based upon the complete Contract Documents, consisting of the following:
  - 1. Instructions to Bidders
  - 2. Form of Proposal
  - 3. General Conditions of the Contract for Construction
  - 4. Supplementary General Conditions (if issued)
  - 5. Specifications and Drawings
  - 6. Addenda (if any)
- D. The Bidder is expected to base his Proposal on materials and equipment complying fully with the Drawings and/or Specifications. In the event he names materials and/or equipment in his Proposal which do not comply, he will be responsible for furnishing materials and equipment which do fully comply with no change in price.
- E. Proposals may be rejected if the BID FORM contains any erasures or any written memorandum qualifying the same. Any explanation or statement which the Bidder wishes to make must be placed in the same envelope with the Proposal, but shall be written separately and independently of the Proposal proper, and attached thereto. The Owner reserves the right to waive any or all irregularities or informalities.
- F. Proposals may also be rejected by the Owner unless properly signed in longhand by the Bidder or by his authorized Agent, and unless all dates, items and amounts called for on the BID FORM are furnished.

- G. Proposals not signed by the individuals making them shall have attached thereto a Power-Of-Attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.
- H. Proposals, which are signed for a Partnership, shall be signed in the firm name by the required number of Partners to bind, or in the firm name by an Attorney-In-Fact.
- I. Proposals, which are signed for a Corporation, shall have the correct Corporate name thereof, and the signature of the President or other authorized Officer of the Corporation "BY\_\_\_\_\_". If such Proposal is manually signed, the authority to sign shall be attached to the Proposal. Such Proposal shall also bear the attesting signature of the Secretary of the Corporation and the impression of the Corporate Seal.

#### **1.11 BID SECURITY**

- A. Each Proposal must be accompanied by a Bid Bond, Bank Draft or Certified Check made payable to the order of the Board of Education, Lemont-Bromberek Combined School District 113A, Lemont, Illinois, in an amount not less than ten percent (10%) of the Base Bid.
- B. The Bid Guarantee assures that if an award is made, the Bidder will sign a Contract and qualify for, and where required, provide a Performance Bond and Labor and Material Payment Bond in an amount equal to the Contract Sum, all within ten days following the award of a Contract.
- C. The Contractor is required to pay for and include as part of his Proposal the cost for providing a Performance Bond and Labor and Material Payment Bond to cover the cost of the entire Project.
- D. The Bid Bonds of the unsuccessful Bidders will be returned after Contracts have been executed between the Owner and the successful Contractor.

#### **1.12 COMPLETION DATES**

- A. The Contractor is solely responsible for substantially completing their part of the work of the project by the scheduled **Substantial Completion Dates indicated in Section 01 10 00** of the Project Manual. This responsibility includes all work including that of Contractor's forces, subcontractors and suppliers.

#### **1.13 BID WITHDRAWAL**

- A. Any bidder may withdraw his bid prior to scheduled closing time for receiving bids. All bidders shall hold their Bids open for a period of ninety calendar days from the date of bid Opening. The Owners and Bidders may agree to extend the period of irrevocability beyond the ninety-day period.

#### **1.14 REJECTION OF BIDS**

- A. The Owner reserves the right to reject any or all bids or parts thereof at its sole discretion and to accept that bid which is considered in the best interest of the District. Such decisions shall be final.

- B. Owner reserves the right to waive any or all irregularities or informalities in bidding procedures.

#### **1.15 METHOD OF AWARD**

- A. If the Owner should award a Contract, the Owner will award it to the lowest responsible, responsive bidder complying to the construction documents, with full consideration given to Contractor's Completion Schedule, conditions serving the best interest of the Owner, and on the basis of the base bid amount.
- B. In awarding contract, the Owner may take into consideration skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality of construction equipment available, and the bidder's ability to achieve a prompt and efficient completion of work herein described.

#### **1.16 CONTRACTOR'S QUALIFICATION STATEMENT**

- A. Each bidder is required to submit the supporting data to substantiate that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- B. Each Bidder is required to submit a properly executed AIA Document 305, Contractor's qualification Statement.

#### **1.17 EXECUTION OF AGREEMENT AND PERFORMANCE AND PAYMENT BONDS**

- A. Subsequent to the award, and within ten days after the prescribed forms are prepared and presented for signature by the Architect, the successful General Contractor, shall execute and return to the Architect, an Agreement in the form included in the Contract Documents, in such number of copies as the Owner may require. The submittal shall include the Performance Bond, Labor and Material Payment Bond and insurance forms.
- B. The Contractor's Base Bid shall include all costs for providing a Performance Bond and Labor and Material Payment in the amount of 100% of the Contract Price in favor of the Owner, covering all work involved under their Contract.
- C. Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful General Contractor shall within the period specified above, furnish surety Bonds in penal sums, each not less than the amount of the contract awarded. As security for the faithful performance of the Contract, and for the payments of all persons, firm or corporation to whom the general Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such Bonds shall be in the same form as those included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such Bonds. A Guaranty or Surety Company acceptable to the Owner shall sign bonds.

- D. The failure of the successful Bidders to execute such Agreement and to supply the required Bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, may constitute a default.
- E. Bidders should note that this Project Manual consists of all pages listed in the Table of Contents. Upon notification, the Architect will furnish any pages missing from the Project Manual, or from the Drawings as printed.

#### **1.18 OCCUPATIONAL SAFETY AND HEALTH ACT**

- A. Each Bidder shall carefully examine the Federal Occupational Safety and Health Act, current edition, as issued by the Federal Register (OSHA) and the specific regulations governing procedures, techniques, safety precautions, equipment design and the configuration of same as required under this Act.
- B. Each Bidder agrees as evidenced by his submission of a Bid, to comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

#### **1.19 ASBESTOS**

- A. No asbestos containing materials, apparatus, or equipment are to be used during the construction of the project, and no asbestos containing materials nor equipment are to be installed into the project.
- B. General contractor shall receive certification from his material and equipment suppliers from the subcontractors stating that no asbestos containing material nor equipment has been used or installed in their work.
- C. General contractor shall certify in writing at the completion of the construction and prior to final acceptance of the work that no asbestos containing materials nor equipment has been installed in the project under this contract.

#### **1.20 POWER OF ATTORNEY**

- A. Attorneys-in-Fact who sign bonds, Agreements or bids must file with each certified and effectively dated copy of their Power of Attorney.

#### **1.21 EMPLOYMENT AND LABOR PROVISIONS**

- A. It shall be mandatory upon the Contract to whom a contract is awarded and upon any subcontractor under him to pay not less than the applicable General Prevailing Wage for each craft or type of work or mechanic needed to execute the Contract awarded, pursuant to all provisions of the Illinois Prevailing Wage Act. (See Section 007343-Prevailing Wage).
- B. In all Contractor Bonds required herein, provisions should be included that shall guarantee faithful performance of such Prevailing Wage clauses as required by the above statute.

- C. The Contractors awarded Contracts by the Owner shall indemnify and hold harmless the Owner from any and all claims and damages that may arise if the Contractor or subcontractor under him shall violate any of the provisions of the Illinois Prevailing Wage Act, or any other applicable Illinois Labor Laws.
- D. It is the Bidder's responsibility to contact the Illinois Department of Labor to obtain the Prevailing Wages that will be effective as of the date of receipt of bids for the Illinois counties in which work will be performed.

Illinois Department of Labor  
Division of Conciliation and Mediation  
One West Old State Capitol Plaza, 3<sup>rd</sup> Floor  
Springfield, Illinois 62701  
Tel: (217) 782-6206  
Fax: (217) 782-0596

**END OF SECTION**



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**REQUIRED BID  
SUBMITTAL FORMS**

STR PROJECT NUMBER 24023

**D113A OLD QUARRY STORMWATER  
PAVING REPAIRS**

Old Quarry Middle School  
16100 W. 127th Street  
Lemont, IL 60439

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**Lemont-Bromberek Combined School District 113A**

16100 W. 127th Street  
Lemont, IL 60439

**ISSUED FOR BID  
April 03, 2024**



**D113A OLD QUARRY STORMWATER PAVING REPAIRS**

THIS BID IS SUBMITTED TO:

*Ms. Barbara Germany*  
*Business Manager/CSBO*  
*Lemont-Bromberek School District 113A*  
*16100 127<sup>th</sup> Street*  
*Lemont, IL 60439*

(Hereinafter called OWNER)

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in Accordance with the Contract Documents.

The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for the period of time after the day of Bid Opening as specified in the **Instruction to Bidders**.. The Bidder will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) business days after the date of OWNER'S Notice of Award. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

The following Addenda to Drawings and Specifications (if any) are hereby acknowledged and are included in this Proposal as submitted:

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

The Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as a reasonable and prudent Bidder deems necessary;

This Bid is genuine and not made in the interest of on behalf of any undisclosed person, firm or corporation; and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly nor indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced and person, firm or

**BIDDER** \_\_\_\_\_

corporation to refrain from Bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

The Bidder(s) will complete the Work for the following price(s):

**A. BASE BID: LUMP SUM BID FOR D113A OLD QUARRY STORMWATER PAVING REPAIRS**

For performing and providing all labor, materials, necessary equipment, transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents in accordance with the Plans and Specifications **INCLUDING ALLOWANCES PER SECTION 01 21 00** in the base bid for the lump sum price of:

\_\_\_\_\_ Dollars  
(Written)

(\$ \_\_\_\_\_ )  
(Figures)

It is understood and agreed by the undersigned that the OWNER reserves the unrestricted privilege to reject any or all of the foregoing alternate Bids which it may consider excessive or unreasonable.

The Bidder agrees that the Work on this Contract will begin as set forth in the Notice to Proceed **shall be substantially completed on or before date specified in Section 01 10 00, Summary of Work.**

OWNER reserves the right to reject any Bid in which all of the items in the Bid Form are not properly filled out.

DATED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

OFFICIAL ADDRESS: \_\_\_\_\_

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name and Title)

Telephone: \_\_\_\_\_

Where Bidder is corporation, address \_\_\_\_\_

Attest \_\_\_\_\_ (SEAL)  
Secretary (Signature)

**SECTION 00 41 02  
BID BOND**

KNOW ALL ME BY THESE PRESENTS, THAT WE

\_\_\_\_\_  
(Contractor)  
as Principal, hereinafter called the Principal, and

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
a corporation duly organized under the laws of the State of Illinois as Surety are held and firmly bound unto the **Lemont-Bromberek Combined School District 113A**, as Obligee, hereinafter called Obligee, in the sum of

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_ )

for payment of which sum will truly to be made, said Principal and said Surety bind ourselves, our heirs, executors, Administrators, successors, and assigns, jointly and severally, firmly be these presents.

**WHEREAS, the Principal has submitted a bid for the D113A OLD QUARRY STORMWATER PAVING REPAIRS, located in Lemont, Illinois.**

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or in event of the failure of the Principal to enter such Contract, and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Principal

SEAL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

**SECTION 00 41 03  
SUBSTITUTIONS SHEET**

NAME OF BIDDER: \_\_\_\_\_

Date: \_\_\_\_\_

All the bids shall be based upon provisions of the proposed Contract Documents.

All bidders desiring to make substitutions for “proprietary brands” specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of the base bids.

The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.

Complete descriptions and technical data shall accompany proposed substitutions.

NOTE: Manufacturers’ names and material approved by Architect during the bidding time, but not shown in Addenda must be listed below if said material is to be considered.

<u>BRAND OR MAKE SPECIFIED</u>	<u>PROPOSED SUBSTITUTIONS</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**SECTION 00 41 04  
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 the 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)

Names of Officers: (President \_\_\_\_\_)

(Secretary \_\_\_\_\_)

(Treasurer \_\_\_\_\_)

Attest: \_\_\_\_\_

Secretary

-----

Name of Bidder \_\_\_\_\_ Date \_\_\_\_\_

**SECTION 00 41 05  
CERTIFICATE OF COMPLIANCE WITH ILLINOIS  
INDIVIDUAL DRUG-FREE WORKPLACE ACT**

Pursuant to 30 ILCS 580/1 et seq. (the Drug Free Workplace Act"), the undersigned individual hereby certifies to the Board of Education of Lemont-Bromberek Combined School District 113A that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Failure to abide by this Individual's Drug Free Workplace Certification shall subject the individual to the penalties set forth in Section 6,7 and 8 of the Drug Free Workplace Act.

**NOTICE:** This Individual's Drug Free Workplace Certification is to be completed by any individual directly responsible for the performance of a contract of \$5,000 or more with the School District.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Agent of Contractor)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

**SECTION 00 41 06  
CERTIFICATE OF COMPLIANCE WITH ILLINOIS  
CONTRACTORS DRUG-FREE WORKPLACE ACT**

Pursuant to 30 ILCS 580/1 et seq. (the "Drug Free Workplace Act") the undersigned Contractor hereby certified to the Board of Education of the Lemont-Bromberek Combined School District 113A that it will provide a drug-free workplace by:

- A. Publishing a statement:
  - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace.
  - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3. Notifying the employee that, as a condition of employment on such contract, the employee will;
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The contractor's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by subsection "A" to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting or granting agency within ten (10) days after receiving notice under part "b." of paragraph "3" of subsection "A" from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.



- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.
- H. Failure to abide by this Contractors Drug Free Workplace Certification shall subject the contractor to the penalties set forth in sections 6,7 and 8 of the Drug Free Workplace Act.

**NOTICE:** This Contractor's Drug Free Workplace Certification is to be completed by any corporations, partnerships or other entities with twenty-five or more employees at the time of the contract, or a department, division, or unit thereof, directly responsible for the performance of a contract of \$5,000 or more with the School District.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Agent of Contractor)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

**SECTION 00 41 07**  
**CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT**

All successful contractors must comply with the provisions of the Illinois Human Rights Act (ACT) dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful bidder will provide for this requirement. The statutory provisions require that the written Sexual Harassment policy included at a minimum the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under Illinois Law, (iii) a description of sexual harassment, utilizing examples; (iv) a vendor's internal compliant process including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Notary Public

**SECTION 00 41 08  
BIDDER ELIGIBILITY CERTIFICATION**

Public Act 85-1295 (Illinois Revised Statutes, 1987, Chapter 38, Article 33E) requires that all the 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.

Following certification must be signed and submitted with bidder’s bid proposal. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

\_\_\_\_\_

(Name of Contractor) \_\_\_\_\_

as part of its bid on a contract for the **D113A OLD QUARRY STORMWATER PAVING REPAIRS**, LOCATED IN **LEMONT**, ILLINOIS hereby certifies that the said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of chapter 38 of the Illinois Revised Statutes.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Agent of Contractor)

Title  
\_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

**SECTION 00 41 09  
BUSINESS ENTERPRISE CERTIFICATION**

Pursuant to 105 ILCS 5/10-20.40 requires that a Business Enterprise Certification is to be completed by any corporations, partnerships or other entities with a department, division, or unit thereof, directly responsible for the performance of a contract of \$25,000 or more with Lemont-Bromberek Combined School District 113A. This information will be provided to the state board of education and posted on the Lemont-Bromberek Combined School District 113A public website.

At least one selection must be made.

Check one

- Minority Owned Business
- Female Owned Business
- Owned by a person with a disability
- Locally Owned Business  
(Within district and 5-mile radius of district boundaries)
- Other \_\_\_\_\_

Owners Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Title)

Subscribed and sworn before me

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

**SECTION 00 41 10  
SMOKING AND TOBACCO POLICY**

The use of tobacco by any school personnel, student, or other person is prohibited on Lemont-Bromberek Combined School District 113A school property. This prohibition applies to such property before, during, and after the regular school day, and on days when school is not in session.

The term "Tobacco" will mean cigarettes, cigars, pipes, or tobacco in any form, including smokeless tobacco which is any loose, cut, shredded, ground, powdered, compressed or leaf tobacco intended to be placed in the mouth without being smoked.

"School Property" includes without limitation, any area within a school building or other indoor facility used for school purposes, and areas outside buildings and facilities, whether owned, leased or contracted by the District.

"School Purposes" include all events, activities or other uses of school property that the Board or the Officials of the District authorize or permit, including without limitation, all interscholastic or extra-curricular athletic, academic or other events sponsored by the Board or in which pupils of the District participate.

This action is taken in compliance with the Illinois School Code, Section 10-20.5B; Goals 2000: Educate America Act, Part C, (The "Pro-Children Act of 1994").

Agreed and signed by:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Title)

Subscribed and sworn before me

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

\_\_\_\_\_

**SECTION 00 41 11**  
**CERTIFICATE OF COMPLIANCE**  
**CRIMINAL BACKGROUND CHECKS/SEX OFFENDER DATABASE**

The undersigned Contractor shall be responsible for conducting a criminal background check and a check of the Illinois Statewide Sex Offender Database as to all persons working within a school building or other indoor facility used for school purposes, and areas outside buildings and facilities, whether owned, leased or contracted by Lemont-Bromberek Combined School District 113A. This includes all employees of the Contractor or any sub-contractor, all independent contractors, casual laborers, workers obtained through union halls or hiring halls, and all other individuals present on the School District's Property at any time during the performance of the Contract. No person shall be permitted to work on or within the School District's property who: 1) has been convicted of any of the enumerated criminal or drug offenses found in 105 ILCS 5/10-21.9(c), or 2) has been convicted, within seven (7) years of the date of this Certificate of Compliance, of any other felony under the laws of the State of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of this State, or 3) is on the Illinois Sex Offender Database. The Contractor must submit records directly to Lemont-Bromberek Combined School District 113A to verify that the criminal background/sex offender checks have been performed on all persons working on or within School District property. All such records must be updated at least every twelve months.

The School District reserves the right to order the Contractor to remove any person from the School District's work who the School District determines to be a threat to safety of students, School District employees, other workers, parents, visitors, or otherwise. All workers must follow School District policies, regulations and rules as to building access and security.

Agreed and signed by:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Title)

Subscribed and sworn before me

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

\_\_\_\_\_

**SECTION 00 41 12  
PREVAILING WAGE RATE CERTIFICATION**

The undersigned Contractor hereby certifies that all laborers and workers performing work under this contract shall not be paid less than the prevailing wage rate as set forth by the Illinois Department of Labor, and that the Contractor and all subcontractors shall in all respects comply with the Prevailing Wage Act in carrying out work under this contract.

If during the course of the work under this contract, the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, the Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the Contractor and all subcontractors to each worker to whom a revised rate is applicable. However, revisions to the prevailing wage rate shall not result in an increase in this contract or subcontract amounts.

Contractor shall protect, defend and hold harmless the School District for any claims or demands made as a result of Contractor's failure to comply with this certification.

Agreed and signed by:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Title)

Subscribed and sworn before me

This \_\_\_\_\_ Day of \_\_\_\_\_, 2024

\_\_\_\_\_

**SECTION 00 70 00  
GENERAL CONDITIONS**

**GENERAL CONDITIONS**

The General Conditions for this Project are the "General Conditions of the Contract for Construction", American Institute of Architects Document A201, 2017 Edition, including all supplements and exhibits.

This form is attached hereto.

**END OF SECTION**





# AIA<sup>®</sup> Document A201<sup>®</sup> – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

D113A Old Quarry Stormwater Paving Repairs  
16100 W. 127th Street  
Lemont, Illinois 60439

### THE OWNER:

*(Name, legal status and address)*

Lemont-Bromberek Combined School District 113A  
16100 127th Street  
Lemont, Illinois 60439

### THE ARCHITECT:

*(Name, legal status and address)*

STR Partners LLC  
350 W. Ontario Street, Suite 200  
Chicago, Illinois 60654

### TABLE OF ARTICLES

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

### ADDITIONS AND DELETIONS:

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

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

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

**§ 1.1.3.1** For the purposes of Article 4 ADMINISTRATION OF THE CONTRACT, the "Work" is defined as the completed construction contemplated by the Drawings and Project Manual and modifications thereto.

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

#### **§ 1.1.9 Product.**

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

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#### **§ 1.1.10 Provide.**

When the word “provide” appears, it shall be taken and interpreted to mean “The Contractor shall furnish all labor, material, equipment and accessory appurtenances or materials necessary to install and/or complete the Work.”

**§ 1.1.11** The term “Contractor” as used herein means the General Contractor or the Construction Manager at Risk retained by the Owner.

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

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

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

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

**§ 1.2.4** Should discrepancies appear among the Contract Documents or between the Contract Documents and existing conditions, the Contractor shall request an interpretation from the Architect before bidding. If the Contractor fails to make such a request, it is presumed that both provisions were included in the bid and the Architect shall determine which of the conflicting requirements shall govern. The Contractor shall perform the Work at no additional cost to the Owner in accordance with the Architect’s determination. Where conflicts exist between or within the Contract Documents or between the Contract Documents and applicable standards, codes, ordinances or manufacturer’s recommendations, and clarification has not been requested from the Architect prior to bidding as provided for above, the more stringent or higher quality standard shall apply. Large scale drawings shall take precedence over small scale drawings, figures dimensions on drawings over scaled dimensions and noted material over graphic representations.

**§ 1.2.5** The Contractor shall provide all work and materials which any section or part of the Drawings, Project Manual or conditions require him to provide regardless of whether such requirement is or is not faithfully repeated in the other parts of the documents thereof to which the provision might be appropriate.

**§ 1.2.6** By executing the Contract, the Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of all surface and sub-surface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint itself with all the available information concerning these conditions will not relieve the Contractor from any obligations with respect to the Contract.

### **§ 1.3 Capitalization**

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

## § 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Project Manual, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

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

## § 1.6 Notice

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

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

## § 1.7 Digital Data Use and Transmission

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

## § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

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

*(Paragraph Deleted)*

### § 2.2 Evidence of the Owner’s Financial Arrangements

§ 2.2.1 Intentionally Deleted.

§ 2.2.2 Intentionally Deleted.

### § 2.2.3 Intentionally Deleted.

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

### § 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site as required by the nature of the Project. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner unless the Contractor knows of any errors, omissions or discrepancies in such information, in which case the Contractor shall promptly report same in writing to the Owner and Architect.

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

*(Paragraph Deleted)*

### § 2.4 Owner’s Right to Stop the Work

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

These rights shall be in addition to and not a restriction or derogation of Owner’s rights under Article 14. The Owner’s right to stop the work shall not relieve the Contractor from its sole and exclusive responsibility for site safety. The Owner’s exercise of the right to stop the work shall be solely for the Contractor’s failure to complete the work in accordance with the Contract Documents and shall in no way be construed as placing the Owner in charge of the work or in any way responsible for site safety.

### § 2.5 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services

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made necessary by such default, neglect, or failure as well as testing, engineering, accounting, consulting services or attorney's fees and expenses. . If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

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

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

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

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor or which it should have recognized as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions or locations given on any drawing issued by the Architect or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. In all cases of interconnection of his Work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without extra cost to the Owner.

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

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

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. The Contractor shall be liable for all property damage including repairs and replacement of the Work and economic losses which result from the breach of this duty.

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

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

### **§ 3.4 Labor and Materials**

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

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

**§ 3.4.4** After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth below and in the General Requirements (Division 1 of the Project Manual):

- .1 Required for compliance with subsequent interpretation of code requirements or insurance regulations.
- .2 Unavailability of specified products through no fault of the Contractor.
- .3 Subsequent information discloses inability of specified products to perform properly or to fit in the designated space.
- .4 Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
- .5 When it is clearly seen, in the judgment of the Architect, that a substitution would be substantially to the Owner's best interest in terms of cost, time or other considerations.

**§ 3.4.5** By making requests for substitutions based on Section 3.4.4 above, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under the Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

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

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be of good quality and free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Liability or refusal of a Subcontractor or material supplier responsible for the defective Work to correct such Work shall not excuse the Contractor from performing under the warranty. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All Work included under this Contract unless extended elsewhere herein, shall be guaranteed against defects in material and workmanship for a period of one (1) year from the date of Substantial Completion of the Work as evidenced by the issuance of the Certificate of Substantial Completion as set forth in Article 9.8. This guarantee and the repair and replacement obligations described in Section 3.5.3 below are in addition to and not in derogation of Owner's right to bring any action for any breach of this Contract or other legal duty arising here within the full time period provided by law.

**§ 3.5.3** Any defective Work or material shall be replaced or corrected to the satisfaction of the Owner immediately upon notification by the Owner at no cost to the Owner. The guarantee of repair or replacement items shall be renewed for an additional one (1) year upon the completion of the repair or replacement.

**§ 3.5.4** Certain guarantees are required under various sections of the specifications. At the completion of the Work, all such guarantees covering materials, workmanship, maintenance, or other items, as specified, shall be secured from the various Subcontractors and Material Suppliers of the Contractor, and forwarded to the Architect, together with a letter addressed to the Owner summarizing the guarantees, stating the character of the Work, the Subcontractor, name of material or equipment seller, period of guarantee and conditions of guarantee.

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

### **§ 3.6 Taxes**

The Owner, a public body, is exempt from all applicable federal, state and local sales tax. Retail sales tax shall not be included in the Contract Sum.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** The Contractor shall not include the cost of any permits or fees in its bid. Where such permits and/or fees are required by law, and the Architect authorizes or directs in writing the acquisition of such permits, the Owner will reimburse the Contractor for the actual cost (no markup will be allowed), and the Contract Sum shall be adjusted accordingly by Change Order.

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



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

**§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

**§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

**§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

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

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. The Project Superintendent shall attend periodic meetings held at such time and place as the Architect or Owner shall designate.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

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

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Neither the Contractor's preparation nor the Architect's receipt nor review of such submittal schedule shall modify the Contractor's responsibility to make required submittals or to do so in a timely manner to provide for review in accordance with Section 4.2.7 as modified herein.

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

### **§ 3.11 Documents and Samples at the Site**

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

### **§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal

schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

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

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

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

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

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

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

**§ 3.12.11** Refer to Section 01 33 23 – Submittal Procedures of this Project Manual for instructions relating to quantity and form of shop drawings, product data and sample submittal.

**§ 3.12.12** The Contractor shall prepay all shipping costs and otherwise be responsible for transporting of all shop drawings and samples to the Architect's office for review and approval by the Architect.

§ 3.12.13 The Contractor shall maintain at the Project site at all times during construction a current set of the construction drawings showing markups of all changes made by Contractor during the execution of the Work.

### § 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall provide all temporary protection necessary to ensure the safety of persons in or about the Project site.

§ 3.13.2 For Projects involving renovations or additions, the Contractor shall keep the building water tight at all times during the execution of the Work to the maximum extent possible. The Contractor shall keep noise levels to a minimum, refrain from interference with building personnel, maintain utilities in the building in proper working order at all times and comply with special requirements of the Owner, if any.

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Accumulated debris resulting from operations under each Contract shall be removed daily from the premises by the Contractor responsible for same, or shall be properly disposed of.

Where debris is not removed or premises cleaned when directed by the Architect, the Owner shall cause such debris to be removed and the premises cleaned, and shall charge the cost to the Contractor responsible. Such charge shall be a direct lien in the Owner's benefit against the issuance of the Final Certificate of Completion and Final Payment. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and each of their officers, directors, members, trustees, agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is

attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Claims, damages, losses and expenses as these words are used in this Agreement shall be construed, but not limited to 1) injury or damages incurred upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants, or employees of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items or equipment; 2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or other indemnity contained in this Agreement; and 3) time expended by the party being indemnified and their employees in the defense of this indemnity provision, at their usual rates plus cost of travel, long distance telephone calls and reproduction of documents.

**§ 3.18.1.1 The foregoing Section 3.18.1 shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, Architect, Architect's consultants and agents and employees of any of them under laws of any state or governmental body having jurisdiction; and further, against claims and judgments arising from violations of public ordinances and requirements of governing authorities due to the Contractor's or Subcontractor's method of execution of the Work.**

**§ 3.18.2** The indemnification which the Contractor and Subcontractors are to provide under Article 3.18 shall include, extend and inure to, and be for, the benefit of the Owner, Architect, Architect's consultants, their respective agents, and employees of any of them. In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts or other legislation or rules of law, whether legislative, judicial, administrative or common law. The purchase of insurance by the Contractor with respect to the obligations of this Article 3.18 shall in no event be construed as fulfillment or discharge of such obligations. The Contractor's obligations under Article 3.18 are in addition to, and cumulative of, any other obligations provided by law or contract, all of which are preserved to the Indemnitees without diminution.

**§ 3.18.3 None of the foregoing provisions of this Article 3.18 shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them, or either of them, at common law.**

### **§ 3.19 STATUTORY AND REGULATORY COMPLIANCE**

**In addition to all other requirements set forth in the Contract Documents which require compliance by the Contractor with specific statutes, ordinances, rules or regulations, the Contractor's services will be performed pursuant to, and in strict conformity with, all applicable federal, state and local statutes, ordinances, rules, regulations and guidelines ("Governmental Requirements") in force and effect at the time such services are performed, including, without limitation, all such Governmental Requirements relating to asbestos matters, and in accordance with such requirements as may, from time to time, be reasonably directed by the Architect.**

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

### **§ 4.2 Administration of the Contract**

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

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

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Neither the Owner nor the Architect will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Owner nor the Architect will have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

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

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

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

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

**§ 4.2.9** The Architect will conduct site observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor. The Subcontractor may be identified throughout the Contract Documents where such identification is desirable for clarity, as painting subcontractor, installer, painting contractor and the like. In the latter example, the term "contractor" shall be construed to mean Subcontractor.

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

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

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

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

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

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

**§ 6.1.1** Intentionally Deleted.

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

**§ 6.1.3** Intentionally Deleted.

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

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**§ 6.1.5** The Owner reserves the right to perform work related to the Project with its own forces. The Contractor and other contractors, where separate contractors are employed by the Owner on the work, will not hold the Owner responsible for loss, damage and /or injury caused by any fault or negligence of such other contractors, and shall look to such other contractors for recovery from them for any such damage or injury. If in the performance of the work by the Contractor, of any other contractor, where separate contractors are employed by the Owner, and as a result of the negligence, inefficiency, delay or violation of their contract obligations with the Owner, by any separate contractor, if any separate contractor suffers any damages, that contractor may proceed directly against any separate contractor, and that said separate contractor shall pay to the contractor injured any damages as a result of the aforesaid acts together with his reasonable attorney's fees, costs and expenses in connection therewith.

**§ 6.1.6** The Contractor shall coordinate the work of the various contractors and shall have and exercise those supervisory powers which are reasonably necessary under the circumstances to secure the completion of the various portions of the work in general harmony. Without limiting the general effect of the foregoing provision, each separate non-assigned contractor shall be cooperative with the Contractor and other contractors and require and enforce cooperation of their subcontractors in such a manner as to facilitate the completion of the work as a whole. In case the plans of different contractors are found to be inharmonious as to the methods of progress, then the instructions of the Contractor shall govern as to the methods and timing to be followed by each.

## **§ 6.2 Mutual Responsibility**

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

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

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

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

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

## **§ 6.3 Owner's Right to Clean Up**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

**§ 7.2.2. The Contractor shall adhere to the following procedure for preparing an adjustment to the Contract Sum:**

- .1 **For each proposed change, the Contractor shall prepare a detailed breakdown of cost on all divisions of the Work to be performed in the Contract, as well as any adjustment to the Contract Time.**
- .2 **The Contractor shall review each Subcontractor's proposal and verify it as correct in scope and reasonable in cost and state any time limitations on acceptance of the proposal.**

**§ 7.2.3 The method for determining adjustments to the Contract Sum shall be as follows:**

- .1 **Contractor shall be entitled to a mark-up for profit and overhead as set forth below:**
  - **For Work done directly by Contractor through its own employees, a fee of 15%;**
  - **For Work done by its subcontractors, a fee of 10%.**

**§ 7.2.3.1 The Contractor shall adhere to the following procedure for preparing an adjustment to the Contract Sum:**

- .1 **For each proposed change, the Contractor shall prepare a detailed breakdown of cost on all divisions of the Work to be performed under the Contract, as well as any adjustment to the Contract Time.**
- .2 **The Contractor shall review each Subcontractor's proposal and verify it as correct in scope and reasonable in cost. The Contractor shall also state any time limitation on acceptance of the proposal.**

### **§ 7.3 Construction Change Directives**

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

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

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods and comply with Article 7.2.3:

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

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedule set forth in Article 7.2.3 above, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5**  
**Intentionally Deleted.**

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Failure to advise the Architect in writing within seven (7) days shall constitute acceptance as submitted.

**§ 7.3.7** A Construction Change Directive shall become a Change Order when a final adjustment to the Contract Sum and Contract Time is established and the Construction Change Directive is signed by the Contractor.

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

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

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

## **§ 7.4 Minor Changes in the Work**

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

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

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

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

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

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

### **§ 8.2 Progress and Completion**

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

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

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time including working overtime without additional compensation.

### **§ 8.3 Delays and Extensions of Time**

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to

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the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Owner, may, at its election, pay any subcontractor or material supplier directly.

### **§ 9.3 Applications for Payment**

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

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

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

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

**§ 9.3.2.1** **The Owner in making payment for materials stored off site will pay the cost of the material and equipment stored plus Contractor's overhead and profit for material only.**

**§ 9.3.2.2** **When materials and equipment are stored off site, and when the Owner authorizes or requires the Architect to observe said materials and equipment, the Contractor shall pay all costs of wages, transportation, lodging, meals and miscellaneous expenses incurred by the Architect relative to said observation.**

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

**§ 9.3.4** **Promptly after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Architect for approval the following:**

- .1 List of subcontractors and suppliers on AIA Document G805, "List of Subcontractors".**
- .2 Contractor's Schedule of Values (CSV) as it will appear on the Certificate for Payment AIA Document G702, "Application and Certificate for Payment", and G703, "Continuation Sheet" itemizing line items for General Conditions, Overhead and Profit, Bonds and Insurance, and Division of Work, separating Material and Labor.**

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**.3 Preliminary Progress Schedule indicating commencement dates and durations for the various phases of the work along with a Schedule for Submission of Shop Drawings.**

**.4 Estimates of Payout Schedule indicating "net" amount which will be anticipated on each month request for payment for the duration of construction.**

**§ 9.3.5 Requests for payments shall be made on AIA Document G702 "Application and Certificate for Payment" together with a "Walker Form" properly filled out with all subcontractors and material suppliers listed, both as to the name of the subcontractor and the dollar amount of their work. The Contractors' Partial Waiver of Lien shall accompany the first request in the net amount of the pay request. The Architect will furnish sample of the Certificate forms.**

**§ 9.3.6 Each subsequent request for payment shall also be accompanied by Partial Waivers of Lien from each Subcontractor and Supplier who were included on the preceding payment request to the extent of that payment in addition to a current Partial Waiver of Lien from the Contractor for the full amount of the current net payment.**

**.1 Prior to final payment, and with the final Certificate for Payment, the Contractor shall provide Final Waivers of Lien for himself and each subcontractor and/or material supplier listed on the Walker Form, AIA Document G707 "Consent of Surety Company to Final Payment", Bonds, Guarantees, and other documents as required by the Project Manual.**

**§ 9.3.7 Payments will be made in accordance with the following procedures:**

**.1 Rough drafts of the Requests for Payment shall be provided by the Contractor to the Architect and Owner at the monthly progress, coordination and Pay Meetings for approval by the Architect and Owner at the Monthly Pay Meetings.**

**.2 Certificates for Payment (typed copies) along with the Walker Form and accompanying documents certifying to the work performed during the preceding month shall be submitted to the Architect's office within seven (7) days after the Monthly Pay Meeting date. The Architect will check the Certificates for Payment, and if in proper form and just, will transmit the Certificates for Payment to the Owner**

**with a recommendation for payment.**

**§ 9.4 Certificates for Payment**

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

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

## § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

### § 9.5.2 Intentionally Deleted.

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

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

§ 9.5.5 **At the election of the Owner, in lieu of the Owner's remedy described in Article 9.5.1 above, a sufficient sum may be retained by the Owner as determined to be necessary by the Architect for the purpose of setting aside a reasonable reserve to fully correct the loss or to protect the Owner from the loss for the items set forth above.**

§ 9.5.6 **If, at any time, there should be evidence of any liens or claims for which, if established, the Owner will become liable and which would be chargeable to the Contractor, the Owner shall have the right to retain, out of any payment due or thereafter to become due, an amount sufficient to completely indemnify the Owner against such lien or claim. Should there prove to be any such lien or claim after all payments are made, the Contractor shall repay the Owner all sums which the Owner may be compelled to pay in discharging such lien or claim, including any attorney's fees or other costs resulting from the lien or claim.**

## § 9.6 Progress Payments

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

§ 9.6.1.1 **Until the Work is fifty percent (50%) complete, the Owner shall pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, the Owner shall reduce retainage to five percent (5%) and the Owner shall retain five percent (5%) of the amount due the Contractor thereafter. This amount of retention shall remain fixed until final completion and acceptance of all work under the Contract. Such provisions for reduction of retention shall require the written consent of the Surety on AIA Document G707A, "Consent of Surety to Reduction in or Partial Release of Retainage", and consent of the Owner. Consent may be withdrawn in the event the Contractor fails to continue satisfactory progress in the work. No interest will be paid on retention.**

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

**§ 9.6.2.1** No progress payment will be made by the Owner until such time as the Contractor, any subcontractor, or any other persons or parties performing the Work or furnishing materials or equipment for the Project, furnishes such documents as the Owner may require (including Sworn Statements, affidavits and waivers). In the event the Architect is required to provide more than two site observation visits in order to issue a certificate of substantial completion, the Contractor shall reimburse the Owner for amounts charged by the Architect for such additional inspections.

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

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

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

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

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

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

### **§ 9.7 Failure of Payment**

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



## **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. AIA Document G704, "Certificate of Substantial Completion" will be issued to the Contractor upon satisfactory completion of the preliminary punch list items in accordance with the provisions stated therein.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor shall reimburse the Owner for all Architect's fees for Additional Services necessitated by the Architect being required to make substantial completion observations beyond the initial observation and one additional observation.

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

**§ 9.8.3.1** If the Architect determines, in response to the foregoing Sections 9.8.1, 9.8.2 and 9.8.3 that the Work is not sufficiently completed or corrected to justify said site observation visit, Architect may decline to make said site observation visit until the Work has been properly and fully completed or corrected.

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

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

### **§ 9.10 Final Completion and Final Payment**

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

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) final prints for record drawings use marked by the Contractor with record information as set forth in the Contract Documents, (7) a final Contractor's Sworn Statement duly executed and acknowledged showing all subcontractors to be fully paid and similar sworn statements from subcontractors, and (8) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor, upon demand by the Owner, shall furnish a bond or other security satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted provided however, retainage held following such payment shall be an amount no less than the cost of finally completing the Work.. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. The making of final payment shall not constitute a waiver of Claims by the Owner.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents, including, but not limited to the contractual requirements that the Work conform to applicable laws and that Work be performed using reasonable skill, effort, and responsibility;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

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

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

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

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

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

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

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

### **§ 10.2.8 Injury or Damage to Person or Property**

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

### **§ 10.3 Hazardous Materials and Substances**

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

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

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

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. Performance and Labor and Material Payment bonds shall comply with all requirements of the Public Construction Bond Act, 30 ILCS 550/1 et. seq. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located in conformance with the afore-referenced Act.

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

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

## **§ 11.2 Owner's Insurance**

**§ 11.2.1 Without in any way relieving the Contractor of its obligations,** the Owner shall purchase and maintain insurance against claims which may arise from operations under the Contract in addition to the insurance coverages required to be furnished by the Contractor as described in the Agreement or elsewhere in the Contract Documents.

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

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

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** To the extent permitted by the insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this

waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

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

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

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or any authorized testing agency employed by the Owner or contrary to the requirements of the Contract Documents, it must, if requested in writing by the Architect, be uncovered and remain unaltered for the Architect's observation and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear the costs of correcting such rejected Work, including services relating to architectural, engineering, consulting, inspecting, and testing and legal fees and expenses incurred and made

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necessary thereby. Approval of any material or work at any time or stage of construction will not prevent its subsequent rejection for cause. No election by the Owner to correct work shall constitute a waiver of any obligation of a surety upon its Performance and/or Labor and Material Payments Bonds.

### **§ 12.2.2 After Substantial Completion**

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

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

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

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

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

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

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

### **§ 13.2 Successors and Assigns**

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

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

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

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

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

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

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

### § 13.5 Interest

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

### § 13.8 REGULATORY REQUIREMENTS

§ 13.8.1 **The invalidity of any covenant, restriction, condition, limitation or any part of provision of the Contract shall not impair or affect in any manner the validity or enforceability or effect of the remainder of the Contract Documents.**

§ 13.8.2 **The Contractor shall pay, if applicable not less than the prevailing rate of wages as established, to all laborers, workmen and the mechanics in the performance of work under the Contract pursuant to an act of**

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User Notes:

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the General Assembly of the State of Illinois entitled the Illinois Prevailing Wage Act", 820 ILCS 130 et. seq.

**§ 13.8.3** The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, 775 ILCS 5 et. seq. During the performance of this Contract, the Contractor agrees as follows:

- .1 That it will not discriminate against any employee or applicable for employment because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires employees in order perform this Contract or any portion thereof, it will determine the availability (in accordance with Department Rules and Regulations) of minorities and women in the area(s) from which it may reasonable recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act or Rules and Regulations, the Contractor shall promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- .5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department of the contracting agency, and in all respects comply with the Illinois Human Rights Acts and the Departments' Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provision of this Article in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. In the same manner as with other provision of this Contract, the Contractor shall be liable for compliance with the applicable provisions of this Article by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith.
- .8 In addition, the Contractor shall not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**§ 13.8.4** The Contractor certifies that the Contractor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33 E of the Criminal Code of 1961, 720 ILCS 5 et. seq., or by conviction of an offense in any state of the United States having substantially the same elements as the foregoing offenses.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work executed, and costs incurred by reason of such termination.

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if

- A. .1 the Contractor shall institute proceedings or consent to proceedings requiring relief of arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing its inability to pay its debts generally as they become due, or if it makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency;
- .2 a receiver of all or any substantial portion of the Contractor's properties is appointed;
- .3 the Contractor abandons the Work;
- .4 the Contractor fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work.
- .5 the Contractor submits an Application for Payment, sworn statement, and waiver of lien, affidavit or document of any nature, whatsoever which is intentionally falsified;
- .6 the Contractor fails to make prompt payment to subcontractors or for materials or labor or otherwise breaches its obligations under any subcontract with any subcontractor;
- .7 a mechanic's lien or material man's lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner.

.8 the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of a governmental body or public or quasi-public authority having jurisdiction over the Work or the site of the Project;

.9 the Contractor otherwise violates any provision of the Contract Documents.

**B.** The Owner, without prejudice to any right or remedy available to the Owner under the Contract Documents or at law or in equity, may, after giving the Contractor and the Surety under the Performance Bond and under the Labor and Material Payment bond described in Article 11.3, seven (7) days written notice, terminate the employment of the Contractor. If requested by the Owner, the Contractor shall remove any part or all of its equipment, machinery, and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of the Contractor's failure to so remove, the Owner shall have the right to remove and store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The Owner's right to terminate this Contract pursuant to this section 14.2.1 shall be in addition to, and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

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

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

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

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

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

### **§ 14.3 Suspension by the Owner for Convenience**

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

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

Init.

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

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Termination under this Article 14.4 shall be by a written notice of termination delivered to the Contractor specifying the effective date of termination.

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

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed, and any restocking charges incurred. .

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

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

##### **§ 15.1.2 Time Limits on Claims**

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

##### **§ 15.1.3 Notice of Claims**

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

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

##### **§ 15.1.4 Continuing Contract Performance**

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

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

### § 15.1.5 Claims for Additional Cost

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

### § 15.1.6 Claims for Additional Time

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

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

### § 15.2 Initial Decision

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

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

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

**§ 15.2.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part. The Owner shall not be required to pay the Contractor any sum claimed by another party until the dispute involving the claimed sum is finally resolved.

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

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

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

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

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

### **§ 15.3 Mediation**

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

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

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

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



# AIA Document A101<sup>®</sup> – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the \_\_\_ day of \_\_\_ in the year \_\_\_  
*(In words, indicate day, month and year.)*

for the following **PROJECT**:  
*(Name and location or address)*

D113A Old Quarry Stormwater Paving Repairs  
16100 W. 127th Street  
Lemont, Illinois 60439

**THE OWNER:**  
*(Name, legal status and address)*

Lemont-Bromberek Combined School District 113A  
16100 127th Street  
Lemont, Illinois 60439

**THE CONTRACTOR:**  
*(Name, legal status and address)*

### TABLE OF ARTICLES

#### A.1 GENERAL

#### A.2 OWNER'S INSURANCE

#### A.3 CONTRACTOR'S INSURANCE AND BONDS

#### A.4 SPECIAL TERMS AND CONDITIONS

##### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction.

##### ARTICLE A.2 OWNER'S INSURANCE

###### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201<sup>®</sup>-2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>®</sup>-2017 contains additional insurance provisions.

**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A 2.3.1.(a) The Contractor may carry whatever additional insurance it may deem necessary to protect Contractor against hazards not covered by the Builder’s Risk Insurance. Neither the Architect nor the Owner shall be responsible for nor shall they insure the property of any Contractor or Subcontractor, including, but not limited to, tools and equipment located on the job site which is not intended to be incorporated into the Work. The Contractor shall be responsible for providing Fire, Theft and other insurance to protect its interest and the interest of the Owner for materials in transit or in storage off the site, until such materials are incorporated into the Work.**

**§ A 2.3.1.(b) The Owner, at its option, may purchase and maintain such insurance as will insure it against loss of use of its property or boiler and machinery due to fire or other hazards, however caused.**

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

*(Paragraph Deleted)*

**Causes of Loss**

**Sub-Limit**

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

**Coverage**

**Sub-Limit**

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.



**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the

Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

*(Paragraph Deleted)*

At Owner's option, the Owner may purchase and maintain  
*(Paragraphs Deleted)*

such other insurance as the Owner deems appropriate.

*(Table Deleted)*

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner and Architect as additional insureds on the Contractor's Commercial General Liability, Automobile Liability Insurance and excess or umbrella liability policy or policies. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section A.3.2. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** Insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract. The insurance required by Section A 3.2 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### **§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ( \$ 1,000,000 ) each occurrence, Two Million Dollars ( \$ 2,000,000 ) general aggregate, and Two Million Dollars ( \$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations;
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions;
- .6 **the general aggregate shall apply per project;**
- .7 **coverage for liability assumed by contract; and.**
- .8 completed operations coverage to be maintained for two years after Final Completion of the Project.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ( \$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, hire, non-owned vehicle and maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

### **§ A.3.2.4 Umbrella/Excess Liability**

In excess of stated Employers Liability, Commercial General Liability and Automobile liability limits on a following form basis including all additional insured obligations stated:

For Contracts with a value of \$250,000 or less: \$1,000,000 Each Occurrence/Aggregate

For Contracts with a value of \$250,001 to \$1,000,000: \$2,000,000 Each Occurrence/Aggregate

For Contracts with a value of \$1,000,001 or more: \$2,000,000 - \$4,000,000 depending on duration and type of project (Contractor to verify limits with Owner)

#### § A.3.2.4.1 Owner's and Architect's Protective Liability Insurance

In lieu of including additional insureds if required by the Contract Documents in Contractor's liability insurance coverage as required above, the Contractor may provide a separate Owners & Contractors Protective Liability Policy in the additional insureds named, at limits of liability equal to those above. Such policy must indicate that it is primary to any insurance of the additional insureds.

§ A.3.2.2 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Four Million Dollars (\$ 4,000,000 ) in the aggregate.

§ A.3.2.11 The Contractor shall not commence the Work prior to providing a Certificate of Insurance acceptable to the Owner evidencing all coverages required herein. Upon renewal or expiration of any policies required herein, the Contractor shall provide a Certificate of Insurance evidencing renewal or continued maintenance of the insurance coverages requires. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by this Exhibit A. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Failure by the Owner to obtain a Certificate of Insurance shall not be deemed a waiver of any requirement herein. The Contractor's certificate shall in duplicate on a standard Accord form. All policies must provide that they may not be canceled, terminated, non-renewed or materially modified without at least thirty (30) days written notice to Owner. Acceptance of Contractor's Insurance Certificate shall not limit or relieve the Contractor of any of the insurance requirements, duties or responsibilities assumed by it under this contract, nor decrease the liability of the Contractor furnished by the Contractor with reasonable promptness. In addition to the obligations set forth herein, the Contractor shall provide written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ A.3.2.12 The Contractor shall require its subcontractors to maintain the insurance coverages required by this Agreement. The Contractor shall ensure that its subcontractors maintain the required limits of coverage for the subcontracted work as set forth herein. **If a subcontractor does not maintain the minimum coverages and limits**

set forth herein, the Contractor shall notify the Owner of the coverages and limits maintained by the subcontractor(s) and seek for Owner's written approval.

§ A 3.2.13 The Contractor shall name and cause each of its Subcontractors of any tier to name the following additional insureds on all General Liability, Umbrella/Excess Insurance and Automobile Liability insurance required of Contractor and its Subcontractors: Owner, Architect and any indemnitees identified in Article 3.18. The additional insureds endorsement CG 2010 and CG 2037 or equivalent forms shall be used.

§ A 3.2.14 The Contractor shall cause the coverages afforded the additional insureds by Contractor and its Subcontractors to be endorsed as primary and non-contributory for all policies identified in Article A 3.2.12 above. If the additional insureds have other insurance, which is applicable to the loss, such insurance shall be on an excess or contingent basis over both the primary and excess insurance of the Contractor. The insurance company's liability shall not be reduced by the existence of such other insurance. Said endorsement shall indicate that as respects the additional insureds, there shall be a severability of interests under said insurance policies for all coverages provided therein.

§ A 3.2.15 It is understood and agreed that the insurance coverage and limits, required above, shall not limit the extent of Contractor's responsibilities and liabilities specified within the Contract Documents or by law.

§ A 3.2.16 Should Contractor fail or neglect to provide the required insurance, the Owner shall have the right, but not the duty, to provide such insurance and deduct from any money that may be due or become due to Contractor any and all premiums paid by Owner for and on account of said insurance.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions. .

*(Paragraph Deleted)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim

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and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] § **A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] § **A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.

[ ] § **A.3.3.2.5** Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] § **A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

**§ A.3.4 Performance Bond and Payment Bond**

§ **A.3.4.1** The Contractor shall, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond in full compliance with the Public Construction Bond Act, 30 ILCS 550 et seq. The Performance Bond shall be in such amount as required by the foregoing Act, but shall be no less than one hundred percent (100%) of the full amount of the Contract Sum including change orders as security for the faithful performance of the obligations of the Contract Documents, and the Labor and Material Payment Bond shall be in such amount as required by the foregoing Act, but no less than an amount equal to one hundred percent (100%) of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents.

Such bond shall be on AIA Document A312, "Performance Bond" and AIA Document A312, "Labor and Material Payment Bond" issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, shall be in accordance with the Public Construction Bond Act and shall name the Owner as a primary obligee.

*If the Contractor fails to supply the required bonds, or if bonding company finds that Contractor is not bondable, either of the foregoing shall constitute a default and the Owner may award the Contract to the next responsible bidder.*

*(Table Deleted)*

§ **A 3.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ A 3.4.3** Whenever the Contractor shall be and is declared by the Owner to be in default under the Contract, the surety of the Contractor shall be responsible to make full payment to the Owner for any and all extra work and accountings and other expenses incurred by the Architect as a result of a Contractor default and to pay the Owner all attorney’s fees and to promptly furnish a copy of the bonds or shall authorize a copy to be furnished. Fees incurred by the Owner as a result of a Contractor default and in protecting the Owner’s right under the Agreement with the Contractor to remedy the Contractor default or honor the terms of the Performance Bond shall be paid by the Contractor.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



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**User Notes:**

(3B9ADA43)

**SECTION 00 73 43  
PREVAILING WAGE REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 REQUIREMENTS**

- A. Contractor and each subcontractor shall comply with requirements of “An Act regulating wages of laborers, mechanics and all other workmen employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works.”
- B. If, during the course of work under this contract, the Dept. of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, the Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the Contractor and all subcontractors to each worker to whom the revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract Sum.

**1.2 ACTS AND ORDINANCES**

- A. “An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or by any public body or any political subdivision or by anyone under contract for public works.” Illinois Revised Statutes, 1981, Chapter 48, Section 39s-1 through 39s-12.
- B. Contractor and each subcontractor shall comply with requirements of Public Act 96-437. This act requires General Contractors and subcontractors’ bond must include a guarantee that the requirements of the Prevailing Wage act will be met.
- C. It is the Bidder’s responsibility to contact the Illinois Department of Labor to obtain the Prevailing Wages that will be effective as of the date of receipt of bids for the Illinois counties in which work will be performed.

Illinois Department of Labor  
Division of Conciliation and Mediation  
One West Old State Capitol Plaza, 3<sup>rd</sup> Floor  
Springfield, Illinois 62701  
Tel: (217) 782-6206  
Fax: (217) 782-0596

**1.3 CERTIFIED PAYROLL**

- A. Contractors and subcontractors who participate in public works projects must submit certified payroll records electronically via the Illinois Department of Labor’s electronic database in accordance with Chapter 48, Section 39s-5.



B. The Owner will not accept submission of Certified Payrolls.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**DIVISION 01**  
**GENERAL REQUIREMENTS**

**SECTION 01 10 00  
SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 PROJECT DESCRIPTION**

- A. The Project consists of the following general activities as described in the Construction Documents and Project Manual for D113A OLD QUARRY STORMWATER PAVING REPAIRS, located in Lemont, Illinois for Lemont-Bromberek Combined School District 113A.
- B. The work of the Project shall include all labor, material, and equipment to provide complete installation of all work including all code required devices and functions that may not specifically be indicated in this Project Manual.
  - 1. The work includes (not to be taken as a complete description or extent of the work) as follows:
    - a. Selective removal and patching of asphalt pavement
    - b. Adjusting existing grates and installing finger drains at existing catch basins
  - 2. Commencement of Work: Demolition and construction to begin as noted below:
    - a. as early as **June 3, 2024**, except as noted
    - b. Work by Owner's separate contractor for abatement to be phased
  - 3. The Work includes scheduling coordination with the Owner or Owner's contractor(s) for site access and usage.

**1.2 CONTRACTORS USE OF PREMISES**

- A. General: The Contractors shall limit their use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
  - 1. The school may be active with concurrent construction work of separate projects. Contractor to work with Principals, Owner, Owner's Representative, etc. to coordinate construction and renovation schedules as needed.
  - 2. Confine operations to the immediate area of work indicated.
  - 3. Keep driveways and entrances serving the premises clear and available to the Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - 4. Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - 5. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
  - 6. Do not dispose of any waste material on site, either by burial or by burning.
  - 7. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and locations of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off-site.

- B. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout the construction period. Repair damage caused by construction operations.

### **1.3 PROTECTION**

- A. Existing surrounding area and property shall be properly protected from damage by Contractor and left undamaged from all operations of each Contractor.

### **1.4 COORDINATION OF WORK**

- A. The General Contractor shall assume total responsibility for the proper coordination of all work for all trades.
- B. Any costs for provision of labor and material over and above the basic Construction Document requirements, which are made necessary by the lack of such total coordination of all trades, shall be borne by the General Contractor, and no consideration for time extension or extra cost will be allowed.
- C. Any such work must be performed at the earliest time convenient to the progress of the Project.

### **1.5 OWNER'S WORK**

- A. The Owner may be performing work in other areas of the same building, and/or in conjunction with this same project, utilizing his own custodial and maintenance employees and/or outside Contractor services.
- B. Other construction work may be performed at the same building by Contractors not necessarily those providing the work on this Project.
- C. It is understood that by submitting a Bid, the Bidders acknowledge the Owner's right to engage in such construction, and agree to cooperate with the Owner's other employees and/or Contractors as required, and to not allow such Owner's work to delay nor interfere with this Contractor's execution of his Contract Work.

### **1.6 OWNER OCCUPANCY**

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of their total Work.

1. A Certificate of Substantial Completion will be executed for each specific portion of the Work to be occupied prior to Owner occupancy.
2. Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
3. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operations and maintenance of mechanical and electrical systems in occupied portions of the building.

## **1.7 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. 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 Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  1. Notify Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Controlled Substances: Use of tobacco products and other controlled substances on the property is not permitted.
- E. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  1. Maintain a list of approved screened personnel with the Owner's representative.

## **1.8 TIME OF COMPLETION AND OCCUPANCY**

- A. The date of Substantial Completion shall be no later than the end of the day on:
  1. **July 17, 2024** for all work.
  2. Substantial Completion is the stage in the progress of the Work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so the Owner can occupy or utilize the work for its intended use.
- B. The date of Final Completion shall be no later than the end of the day on:
  1. **July 31, 2024** for all work.

## **1.9 CODES AND PERMITS**

- A. Construction work shall be performed in compliance with the requirements of the State of Illinois, "Efficient and Adequate Standards for the Construction of Schools", 23 IL. Adm. Code 175, February, 1989, The IBC 2015, all applicable local, state and federal law, regulations, and rules and the requirements of the Contract Documents.
- B. Work shall not commence until the General Contractor(s) and all insurance and material payment has secured building construction permits and bond requirements are met.
- C. The General Contractor(s) shall pay for all inspection fees.
- D. The General Contractor(s) shall secure and pay for inspections per Section 01 45 33 including to secure and pay inspection professional(s). Upon completion of the inspection work, General Contractor(s) shall submit to Architect fully executed forms per Section 01 45 33.

## **1.10 TAXES**

- A. The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability as determined and in accordance with Article 12 of the General Conditions of the Contract.
- B. Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

## **1.11 INSURANCE**

- A. The Owner Shall purchase and maintain Builder's Risk insurance in accordance with the General Conditions.

## **1.12 ALLOWANCES**

- A. Include the amounts of allowances in the Base Bid. The final Contract amount will be adjusted to reflect the actual cost.

## **1.13 CONTRACT AWARD**

- A. The Project will be constructed under a single prime contract for all work specified herein.
- B. The Owner, however, reserves the right to reject any and all Bids and to waive any informality on bids received whenever such rejection or waiver is in his best interest.
- C. In awarding contract(s), the Owner will take into full consideration skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work

being carried on by bidder, quality of construction, equipment available, and the Contractor's ability to achieve a prompt and efficient completion work.

- D. As the date of Final Completion is extremely important to the Owner, a Contractor's record for completing projects on time will be considered heavily in the selection of a successful Bidder.

**1.14 EFFECTIVE DATE FOR COMMENCEMENT OF GUARANTEES**

- A. Unless otherwise agreed to in writing by the Owner, or otherwise extended in these Specifications, the date for the commencement of the guarantees for the Contractor's work and his subcontractor's work shall be the date of the Owner's Final Acceptance of the Work.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances.
1. Selected materials and equipment, and in some cases, their installation are shown and 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 additional information is available for evaluation.
- B. Allowances for Products:
1. Amount of each allowance includes:
    - a. Cost of Product to Contractor or subcontractor, less any applicable trade discounts.
    - b. Delivery of product to site
  2. Related Work Included in Contract Sum: In addition to the amount of each allowance, include in contract sum, the contractor's cost for the following:
    - a. Include in Contract price cost for allowances.
    - b. Handling at site including unloading, uncrating and storage.
    - c. Protection from elements and from damage.
    - d. Labor for installation and finishing.
    - e. Other expenses required to complete installation.
- C. Allowances for Unforeseen Conditions (General Allowance)
1. Amount of each allowance includes the following:
    - a. Cost of Product to Contractor or subcontractor, less any applicable trade discounts.
    - b. Delivery of product to site
    - c. Handling at site including unloading, uncrating and storage.
    - d. Protection from elements and from damage.
    - e. Labor for installation and finishing
    - f. Other expenses required to complete installation
  2. Related Work Included in Contract Sum: In addition to the amount of each allowance, include in contract sum, the contractor's cost for the following:
    - a. Include in Contract price cost for allowances.
    - b. Cost for bonds.



c. Cost for Prime Contractor's general conditions and overhead.

D. Procedures for submitting and handling Change Orders are included in Section 01 26 00 Contract Modification Procedures.

## **1.2 SELECTION AND PURCHASE**

A. At the earliest feasible date after Contract award, advise the Architect of the date when the final selection and purchase of each product or system described by an allowance must be completed in order to avoid delay in performance of the Work.

1. When requested by the Architect, obtain proposals for each allowance for use in making final selections; include recommendations that are relevant to performance of the Work.
2. Purchase products and systems as selected by the Owner and Architect from the designated supplier.

## **1.3 SUBMITTALS**

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

B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 INSPECTION**

A. Inspect products covered by an allowance promptly upon delivery for damage or defects.

### **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 construction activities.

1. Schedule of Allowances
  - a. Allow lump sum of **\$10,000.00** for unforeseen existing conditions and new work, including but not limited to, plumbing, HVAC, concrete, carpentry, painting, and electrical/data work.

### **3.3 SELECTION OF PRODUCTS UNDER ALLOWANCES**

A. Architect's Duties:

1. Consult with Contractor in consideration of products and suppliers or installers.
2. Make selection in consultation with Owner. Obtain Owner's decision or approval.

3. Transmit Owner's written decision to Contractor.
4. Prepare Change Orders as required.

B. Contractor's Duties:

1. Assist Architect and Owner in determining qualified suppliers or installers.
2. Obtain proposal from suppliers and installers, when requested by Architect.
3. Make appropriate recommendations for consideration of Owner/Architect.
4. Notify Architect promptly of:
  - a. Any reasonable objections Contractor may have against any supplier or party under consideration for installation.
  - b. Any effect on construction schedule anticipated by selections under consideration.

**3.4 CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY, INSTALLATION AND ADJUSTMENT OF COST**

- A. Should cost be more or less than specified amount of allowance, Contract price will be adjusted accordingly by Change Order.
- B. Submit claims for anticipated additional costs at site, or other expenses caused by selection under allowance, prior to execution of work.
- C. Submit documentation of actual costs at site, or other expenses caused by selection under allowance, within 60 days after completion of execution of work.
- D. Failure to submit claims within designated time will constitute waiver of claims for additional costs.
- E. At Contract closeout, review approved changes in Contract amount in final statement of accounting.
- F. Proper documentation and approval will be required to make equitable adjustment to allowances prior to project closeout. Any unused allowances will be deducted from the final contract amount.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for products selected under an allowance.
  - 2. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

**1.2 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

**1.3 ACTION SUBMITTALS**

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. **CONTRACTOR TO SUBMIT AN ITEMIZED SIDE-BY-SIDE DETAILED COMPARISON** of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified. **SUBSTITUTION REQUEST WILL NOT BE REVIEWED WITHOUT THIS COMPARISON.**
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.

- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### **1.4 QUALITY ASSURANCE**

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

#### **1.5 PROCEDURES**

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

### **PART 2 - PRODUCTS**

#### **2.1 SUBSTITUTIONS**

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect

will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- b. Requested substitution provides sustainable design characteristics that specified product provided.
- c. Substitution request is fully documented and properly submitted.
- d. Requested substitution will not adversely affect Contractor's construction schedule.
- e. Requested substitution has received necessary approvals of authorities having jurisdiction.
- f. Requested substitution is compatible with other portions of the Work.
- g. Requested substitution has been coordinated with other portions of the Work.
- h. Requested substitution provides specified warranty.
- i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**D113A OLD QUARRY STORMWATER PAVING REPAIRS**

**TO: Andrew Phelps**  
STR Partners, LLC  
350 W Ontario St. Ste. 200  
Chicago, IL 60654

INSTALLER: \_\_\_\_\_ PHONE: \_\_\_\_\_  
Name of Subcontractor

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

1. Specification Section: \_\_\_\_\_ Paragraph: \_\_\_\_\_

2. Reason for Substitution:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Proposed Substitute:

A. Name and Model No.: \_\_\_\_\_

B. Manufacturer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number and Person to Contact: \_\_\_\_\_

C. Applicable reference standards: \_\_\_\_\_

D. Attachments:

1. Product Information:

- a. Applicable performance and test data.
- b. Color chart, if applicable.
- c. Samples, if requested by Architect.

2. Sample product warranty, if applicable.

3. Installation instructions.

4. Manufacturer's Reputation: Attach evidence of manufacturer qualifications and reputation for prompt delivery and efficiency in servicing products, as applicable.

5. Comparison: Attach an itemized comparison of the proposed substitution with product specified, including test performance data.
  6. Cost Data: Attach accurate cost data on proposed substitution in comparison with product specified.
  7. Changes in Work: Attach data relating to changes required in other work to permit use of proposed substitution and changes required in construction schedule.
  8. Schedule Impact: Attach a statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  9. Previous Installation: Attach list of not less than 5 similar projects on which proposed substitution was used. List name and address of project, date of installation, and name, address, and phone number of Architect.
    - a. List only projects local to the Project or to the Architect.
4. In making request for substitution, Contractor represents that:
- A. It has examined the Drawings and Specifications and has determined that, to the best of its knowledge, the proposed substitution is appropriate for the use intended in the Drawings and Specifications, and will perform as well as or better than the specified product.
  - B. It will provide the same warranties for substitution as for product specified.
  - C. It will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects.
  - D. It waives all claims for additional costs related to substitution which consequently become apparent.
  - E. Cost data is complete and includes all related costs under its Contract.

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Name of Manufacturer, Signature of Manufacturer's Representative DATE

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Name of Installer, Signature of Installer's Representative DATE

---

Name of Prime Contractor, Signature of Prime Contractor's Representative DATE

---

Name of Coordinating Contractor, Signature of Coordinating Contractor's Representative DATE

**END OF SUBSTITUTION REQUEST FORM**

**SECTION 01 26 00**  
**CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Promptly implements Change Order procedures.
  - 1. Provide full written data required evaluating changes.
  - 2. Maintain detailed records of all work done on time-and-material/force account basis.
  - 3. Provide full documentation to Architect on request.
- B. Designate in writing member of Contractor's organization:
  - 1. Who is authorized to accept changes in Work.
  - 2. Who is responsible for informing others in Contractor's employ of authorization of changes in Work.
- C. Owner designates, in writing, a person authorized to execute Change Orders.
- D. Related Requirements:
  - 1. Section 00 70 00 "General Conditions of Contract."
  - 2. Section 01 29 00 "Payment Procedures."
  - 3. Section 01 60 00 "Product Requirements."

**1.2 CHANGE ORDER PROCEDURE**

- A. Initiation of Contractor Changes:
  - 1. Requests for change may be initiated in writing.
  - 2. Subcontractors initiating a request for change shall direct their requests to their Contractor.
  - 3. Architect will review and direct Contractor's requests for change to the Owner or the Owner's Representative with recommendations.
  - 4. Requests for change affecting contract sum or contract completion shall be made prior to starting any changes to the contract or contract documents. Failure to make appropriate written requests will invalidate any claims for additional costs or time for said work.
- B. Owner Authorizes: The Owner or Owner's Representative, having considered the necessity for the request change and availability of funds will authorize Architect to prepare a request for proposal (RFP).
- C. Architect Prepares Request for Proposal:



1. The Architect, following consultation with the Contractor regarding sub-contracts, which will be affected by the proposed change, will prepare an RFP for each Contractor's response.
2. RFP, Supplemental Drawings and Specifications for each proposed change or transmitted to the Contractor.

D. Contractors Prepare Proposals:

1. Detailed Breakdown of Material Equipment and Labor:
  - a. Contractor or Subcontractor whose work is affected by a proposed change shall prepare a proposal for change.
  - b. Detailed breakdown shall be prepared in accordance with the Contract Documents.
    - 1) If a change affects work covered by agreed on prices, such prices will be used as the basis for adjustments to contract sum.
    - 2) In all other cases, adjustments to contract sum shall be based on the Contractor's direct cost, including costs of material, labor, equipment, bonds, and taxes, as applicable.
    - 3) Labor rates shall be itemized on the detailed breakdown indicating trade, base wage rates, total union fringe benefits, FICA, unemployment compensation insurance, and workmen's compensation insurance. Labor rates shall not include costs for inefficiencies of construction supervision or labor.
    - 4) All change order adjustments to the contract developed above shall include the amounts for overhead and profit, which do not exceed the average amounts indicated in the Schedule of Values, or an amount of 10%, whichever is less, and that no overhead and profit shall be deducted from the price for the changes deleting work in the contract. If a subcontractor performs the changed work, no more than 10% may be added to the subcontractor's costs for overhead and profit.

E. Contractor Review:

1. Review: The contractor shall review all proposals for:
  - a. Conformances with the RFP to ensure that all items and only those items of work affected by proposed change are included.
  - b. Assurance that these proposals are submitted in conformance with the Contract Documents.
2. Transmittal: Contractor shall forward to the Architect a complete sets of proposals with his recommendation regarding the proposals.
  - a. In making his recommendation, the Contractor shall certify that the price is appropriate and if it is not appropriate, he shall state the reasons for not certifying the price.

- b. Proposals, complete with all required information, shall be submitted to the Architect within three weeks of the date of the RFP in order to receive further consideration.

F. Architect Reviews:

1. The Architect reviews the Contractor's proposals for completeness and conformance with the RFP and Contract Documents. Those proposals, which are incomplete or have inadequate detailed breakdowns, will be returned to the Contractors for resubmissions.
2. Architect will review, and when appropriate, approve all price proposals, recommending that the Owner approve issuance of a change order.
3. When the Architect considers the costs or quantities to be inappropriate to the work requested, the Architect will notify the Contractor in writing of the concerns and the Contractor will provide the necessary back up materials to justify the submittal or modify the submittal.
4. Submittals not properly justified will not be forwarded to the Owner and written notice as to the reasons will be forwarded to the Contractor. After 30 days of said written notification and no further response by the Contractor, the request will be considered inappropriate and will receive no further consideration.

G. Architect Issuance of a Change Order:

1. The Architect, having received what he believes to be an appropriate and acceptable Contractor proposal for the proposed change, and having received the Owner's approval to issue a change order, will recommend the issuance of a Change Order.
2. The change order package prepared by the Architect for submittal to the Owner shall contain the following items:
  - a. Three originals of the Change Order for with the original signatures.
  - b. Originals of the Request for Proposal with the original signatures.
  - c. As applicable, one copy of drawings and specs.
  - d. On changes initiated by the Architect, a letter explaining the circumstances related to the need for the change.
  - e. On Owner requested change orders, a letter of request signed by the Owner's Representative.
  - f. Change Order Authorization Form for the Owner's Signature and permanent record in accordance with Public Act 85-1295.

H. Owner Approves (Disapproves) Change Order: For a change in Contract Sum and/or Contract Time.

- I. One copy of approved Change Order with original signatures will be returned to the Contractor, or notice and explanation as to why it has been rejected will be forwarded to the Contractor.

### 1.3 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Revise monthly Schedule of Values and Request for Payment forms to record each change as a separate item of Work and the record adjusted Contract Sum.

- B. Revise Construction Schedule monthly to reflect each change in Contract Time.
- C. Revise sub's schedules to show changes for other items of work affected by changes.
- D. Upon completion of work under Change Order enters pertinent changes in Project Record Documents.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**SECTION 01 29 00  
PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY:**

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
  - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.
- B. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".
- C. The Subcontractor shall submit its Applications for Payment to the General Contractor for review.
- D. The General Contractor shall review all Schedule of Values and Applications for Payment for all subcontractors before forwarding to the Architect for review, with any comments they may have in regard to such submittals.

**1.2 SCHEDULE OF VALUES:**

- A. The General Contractor shall coordinate preparation of the Schedule of Values with all subcontractors.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's construction schedule.
    - b. Application for Payment form.
    - c. List of subcontractors.
    - d. Schedule of alternates.
    - e. List of products.
    - f. List of principal suppliers and fabricators.
    - g. Schedule of submittals.
  - 2. Submit the Schedule of Values to the Owner's Representative at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.

- b. Name of the Architect.
  - c. Project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
- a. Generic name.
  - b. Related Specification Section.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that have affected value.
  - g. Dollar value.
  - h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
4. Include a separate line item for scheduled allowance(s).
5. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
6. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
- a. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
8. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### **1.3 APPLICATIONS FOR PAYMENT:**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Owner's Representative, Architect and paid for by the Owner.
  - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is typically the day following the fourth Monday of each month (corresponding to the date of regular Board of Education

meetings). The period of construction Work covered by each Application for Payment shall be the previous calendar month, prior to the date for submittal of pencil draw application for payment, and starting the day following the end of the preceding period.

1. Pencil draw applications for payment must be received by the Owner three (3) weeks before payment is due. Allow sufficient time for review by the Owner's Representative and by the Architect.
  2. Finalized applications for payment must be received by the Owner one (1) week before payment is due. Final Applications for Payment are to be fully executed originals, including all waivers and certified payroll. Allow sufficient time for delivery to Architect and processing of Final Applications for Payment for distribution to the Owner and Contractor.
- C. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G703 as the form for Application for Payment.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 3 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Owner's Representative and the Architect.
- F. Waivers of Mechanics Lien: With each Application for Payment submit waivers of mechanics liens from subcontractors or sub-contractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
    - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.

5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. Schedule of unit prices.
  7. Submittal Schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from governing authorities for performance of the Work.
  12. Initial progress report.
  13. Report of pre-construction meeting.
  14. Certificates of insurance and insurance policies.
  15. Performance and payment bonds (if required).
  16. Data needed to acquire Owner's insurance.
  17. Initial settlement surveys and damage report, if required.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Administrative actions and submittals that shall proceed or coincide with this application include:
1. Occupancy permits and similar approvals.
  2. Warranties (guarantees) and maintenance agreements.
  3. Maintenance instructions.
  4. Changeover information related to Owner's occupancy, use, operation and maintenance.
  5. Final cleaning.
  6. Application for reduction of retainage, and consent of surety.
  7. Advice on shifting insurance coverage's.
  8. Final progress photographs.
  9. List of incomplete Work, recognized as exceptions to the Certificate of Substantial Completion.
- J. Final Payment Application: Administrative actions and submittals, which must precede or coincide with submittal of the final payment Application for Payment, include the following:
1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.

3. Assurance that unsettled claims will be settled.
4. Assurance that Work not complete and accepted will be completed without undue delay.
5. Transmittal of required Project construction records to Owner.
6. Proof that taxes, fees and similar obligations have been paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish and similar elements.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**



**SECTION 01 31 00  
PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 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. Section 01 70 00 "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

**1.2 DEFINITIONS**

- A. RFI: Request from Owner, General Contractor, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

**1.3 INFORMATIONAL SUBMITTALS**

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, on Project Web site, and by each temporary telephone. Keep list current at all times.

#### **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, which depend on each other for proper installation, connection, and operation.
  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 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. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

#### **1.5 COORDINATION DRAWINGS**

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop

Drawings, 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.

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. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
  - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
  - d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
  - e. Indicate required installation sequences.
  - f. 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 Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: digital data file format to be industry standard “.DWG” format.
2. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format, unless directed otherwise.
3. Architect and consultants reserve the right to charge fees for digital data files provided to contractors for contractors’ convenience in developing shop drawings and documentation.
  - a. Architect and consultants make no representations as to the accuracy or completeness of digital data files.
  - b. Contractor shall execute a data licensing agreement in the form of AIA Document C106 or a CAD Waiver Agreement provided by Architect or consultants.

## **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 and General Contractor.
  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 or Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action and General Contractor's: Architect and General Contractor will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or General Contractor after 1:00 p.m. will be considered as received the following working day.
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 Section 01 26 00 "Contract Modification Procedures".

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and General Contractor 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, unless directed otherwise. Use software log that is part of Project Web site.
- F. On receipt of Architect's and General Contractor's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and General Contractor within seven days if Contractor disagrees with response.
  - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

## **1.7 PROJECT WEB SITE**

- A. Use General Contractor's Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project Web site shall include the following functions:
  - 1. Project directory.
  - 2. Project correspondence.
  - 3. Meeting minutes.
  - 4. RFI forms and logs.
  - 5. Task and issue management.
  - 6. Photo documentation.
  - 7. Schedule and calendar management.
  - 8. Submittals forms and logs.
  - 9. Drawing and specification document hosting, viewing, and updating.
  - 10. Online document collaboration.
  - 11. Reminder and tracking functions.
  - 12. Archiving functions.
- B. Contractor, subcontractors, and other parties granted access by General Contractor's to Project Web site shall execute a data licensing agreement in the form of AIA Document C106.

## **1.8 PROJECT MEETINGS**

- A. General: General Contractor 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, General Contractor, and Architect, within three days of the meeting.

- B. Preconstruction Conference: General Contractor will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, General Contractor, Architect, and their consultants; Contractor 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. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and General Contractor of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility requirements.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written instructions.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: General Contractor will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 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, General Contractor, 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 preparing operations and maintenance data.
  - e. Requirements for delivery of material samples, attic stock, and spare parts.
  - f. Requirements for demonstration and training.
  - g. Preparation of Contractor's punch list.
  - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
  - i. Submittal procedures.
  - j. Coordination of separate contracts.
  - k. Owner's partial occupancy requirements.
  - l. Installation of Owner's furniture, fixtures, and equipment.
  - m. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: General Contractor will conduct progress meetings at regular intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner, General Contractor, 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.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.



- 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: General Contractor will conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, General Contractor, 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 meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.

- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Change Orders.

- 3. Reporting: 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**

**SECTION 01 32 16**  
**CONSTRUCTION PROGRESS SCHEDULES**

**PART 1 - GENERAL**

**1.1 SUMMARY:**

- A. Detailed Construction Schedule: Within 14 calendar days following Notice of Award the General Contractor shall meet with the Owner and Architect to develop a detailed construction schedule by refining and expanding the pre-construction schedule criteria to conform to the specific plan of operations envisioned by the Contractors. The contractor will then prepare and distribute within the next 7 days the detailed construction schedule incorporating the work of all of the contractors and sub-contractors, as well as the time limitation for shop drawing preparation and approval, and the expected material purchasing and delivery durations.
- B. Each Sub-contractor shall cooperate with General Contractor in furnishing information for preparation of construction schedule and participate in its creation.
- C. The contractor is to take special note of any activities, which involve disruption, or requiring access to existing facilities during the school year and obtain the owners approval prior to this disruption in advance.
- D. No work shall be done neither between 6:00 p.m. and 7:00 a.m. nor on Sundays or legal holidays without written permission of Owner. However, emergency work may be done without prior permission.

**1.2 CONTENT OF SCHEDULE**

- A. Construction Progress Schedule prepare by General Contractor:
  - 1. Show complete sequence of construction by activity.
  - 2. Show dates for beginning and completion of each major element of construction and installation dates for major items of equipment. Elements shall include, but not limited to:
    - a. Shop drawing submissions from supplier/manufacturer, transmission to Architect, A/E review time, and return to supplier/manufacturer.
    - b. List major material and equipment orders, manufacturer, fabrication / lead time, anticipated delivery date, installation time, and checkout,
    - c. Material and performance testing and supervisory services activity.
    - d. Relocation of existing utilities, sewers, conduits, water mains, etc.
    - e. Major sub-contractor / trade contractor activities.
    - f. Site preparation and cleaning.
    - g. Building excavation and backfill.
    - h. Sub-structure and Slab on Grade.
    - i. Piping, duct work, and wiring installation.
    - j. Structural steel erection.
    - k. Concrete pour sequence.
    - l. Installation of exterior walls
    - m. Installation of roof and weather tight integrity.

- n. Precast concrete erection if applicable.
  - o. Electrical work activity.
  - p. Heating, ventilating, and air conditioning work activity.
  - q. Plumbing work activity.
  - r. Installation of site utilities and sewers. (storm and sanitary).
  - s. Start-up date for major MPE equipment.
  - t. Allowance for inclement weather.
  - u. Site grading, paving, concrete, and improvements.
  - v. Final cleanup.
  - w. Owner occupancy.
3. Update the schedule by showing the percentage of completion for each activity as of first day of each month.

### **1.3 SCHEDULE REVISIONS AND UPDATES**

- A. Updates to the Construction Schedule: At the end of the first month and every two weeks thereafter, to completion, the Owner, the Contractors and major Subcontractors will meet at the job site to review and update the schedule. The Contractor shall have in attendance at these meetings personnel who are thoroughly familiar with the project and who have decision-making authority. They shall report the actual progress of the work to indicate status of each activity, determine the actual status of the project, and to mutually arrive at decisions or actions that may be required to maintain the projected schedule.
- B. Progress and revisions or change to the original detail construction schedule, if approved, will be made at this meeting. This information will provide the basis for generating an updated, current construction schedule, as well as the progress payment requests. Updated schedules shall be issued by the General Contractor with the minutes of the meeting.
- C. Show changes occurring since previous revised submittal.
  - 1. Major changes in scope.
  - 2. Activities modified since previous submittal.
  - 3. Revised projections of progress and completion.
  - 4. Other identifiable changes.
- D. Provide a narrative report as needed to define:
  - 1. Problem areas, anticipated delay, and impact on schedule.
  - 2. Corrective action recommended and its effect.
  - 3. Effect of changes on schedules of other Contractors.

### **1.4 DELAYS AND RECOVERY**

- A. Once a Contractor starts on any part of work which affects public convenience, health, or safety, he shall diligently and expeditiously prosecute such work until it is no longer in any respect a public inconvenience, health or safety hazard.

- B. If at any time during project the Contractor fails to maintain progress in accordance with the approved construction schedule it shall be considered cause for withholding of progress payments otherwise due under the Contract.
- C. Whenever it becomes apparent from progress evaluation and updated schedule data that milestone completion dates and/or contract completion dates will not be met, Contractor shall take some or all of the following actions:
  - 1. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work.
  - 2. Increase number of working hours per shift, shifts per work day, work days per week, or amount of construction equipment, or combination of the foregoing sufficient to substantially eliminate the backlog work.
  - 3. Reschedule work items to achieve concurrency of accomplishment.
- D. Under no circumstances will the addition of equipment or construction forces, increasing the working hours or any other method, manner or procedures to return to the current Construction Progress Schedule be considered justification for additional compensation or treated as an acceleration.
- E. Contractors shall accept risk for delays caused by rate of progress of work to be performed under other Contracts. In the event Contractor is delayed in prosecution and completion of his work because of such conditions, he shall have no claim for damages or Contract adjustment.

**1.5 SUBMITTAL REQUIREMENTS**

- A. For initial submittal of construction schedule and subsequent revisions thereof, General Contractor shall furnish six copies of schedule to Architect and one copy to each Contractor.
- B. Failure to prepare and submit construction schedules on a timely basis as previously noted shall be considered cause for withholding any of the progress payments otherwise due under Contract.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**SECTION 01 33 00  
SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. This section outlines in general the items that the Contractor must prepare or assemble for submittal during the progress of the work.
- B. Contractor's attention is directed to the individual specification section in these contract documents, which contain additional and special submittal requirements.

**1.2 SHOP DRAWINGS**

- A. Drawings:
  - 1. Present in a clear and thorough manner.
  - 2. Details shall be identified by reference to sheet and detail, schedule, or room numbers shown on drawings.
- B. Product Data:
  - 1. Clearly mark each copy to identify pertinent products or models.
  - 2. Performance characteristics and capacities (Test Results).
  - 3. Dimensions, weight, and clearances.
  - 4. Wiring or piping diagrams and controls.
  - 5. Location, direction, and magnitude of loads and vibrations to supporting structure.
  - 6. Product data for products requiring samples shall be submitted with sample.
- C. Manufacturer's Standard Schematic Drawings and Diagrams:
  - 1. Modify drawings and diagrams to delete information which is not applicable to work.
  - 2. Supplement standard information to provide information specifically applicable to work.

**1.3 SAMPLES**

- A. Samples shall accompany product data.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture, and pattern.

**1.4 CONTRACTOR RESPONSIBILITIES**

- A. Review shop drawings and samples prior to submittal.

- B. Determine and Verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with specifications.
- C. Coordinate each submittal with requirements of work and of Contract Documents.
- D. Notify Architect in writing, at time of submittal, of deviations in submittals from requirements of Contract Documents.
- E. Begin no fabrication or work, which requires submittals until return of submittals with Architect approval.
- F. Designate in construction progress schedule dates for submittal and receipt of reviewed shop drawings and samples.

### **1.5 SUBMITTAL REQUIREMENTS**

- A. Submit shop drawings and samples required by Contract Documents to Architect.
- B. Submit shop drawings and samples for products requiring color or finish selection in a timely manner to facilitate selection and coordination.
- C. Submit in accordance with construction progress schedule.
- D. Number of copies required:
  - 1. Shop Drawings to be submitted electronically in PDF file format to contacts provided at first progress meeting. All shop drawings will be returned to Contractor as PDF files with the exception of physical submittals for color/finish selections.
  - 2. In addition to PDF file format submittals, Contractor to submit two (2) hard copies of the following:
    - a. Any shop drawings intended to be viewed as full size drawing sheets (for example, structural steel, aluminum glazing details, HVAC ductwork or MEP/FP coordinated drawings, etc.).
    - b. Any shop drawing intended to be viewed as 8 ½"x 11 print containing more than 20-pages (for example, light fixture package, Test & Balance Report, etc.).
  - 3. In addition to PDF file format submittals, Contractor to submit a minimum of two (2) samples for physical submittals for color/finish selections. One sample will be retained by Architect for record, one sample will be returned to General Contractor. If sub-contractors require physical submittals for record, provide additional samples as required.
- E. Submittals shall contain:
  - 1. Date of submittal and dates of previous submittals.

2. Project title and number.
3. Contract identification.
4. Names of:
  - a. Contractor.
  - b. Supplier.
  - c. Manufacturer.
5. Identification of product, with equipment identification numbers, motor numbers, and specification section number.
6. Field dimensions, clearly identified.
7. Relation to adjacent or critical features of work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions of resubmittals.
11. An 8 in. by 3 in. blank space for Contractor and Architect stamps.
12. Contractor's stamp, signed, certifying contractor's review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and of Contract Documents.

#### **1.6 RESUBMITTAL REQUIREMENTS**

- A. Make any corrections or changes in submittals required by Architect and resubmit until approved.
- B. Shop Drawings and Product Data:
  1. Revise initial drawings or data and resubmit as specified for initial submittal.
  2. Indicate changes which have been made other than those requested by Architect.
- C. Samples: Submit new samples as required for initial submittal.
- D. The Contractor shall reimburse the Owner for all Architect fees for review of product data or shop drawings beyond the initial submittal review and one re-submittal.

#### **1.7 DISTRIBUTION**

- A. Distribute reproductions of shop drawings and copies of product data, which carry Architect's, stamp approval to:
  1. Job site file.
  2. Record documents file.
  3. Other affected Contractor.
  4. Subcontractors.
  5. Supplier or fabricator.
  6. Owner.
- B. Distribute samples which carry Architect's stamp of approval as directed by Architect.



**1.8 ARCHITECT DUTIES**

- A. Review submittals with reasonable promptness and in accordance with schedule.
- B. Affix stamp and signature, and indicate requirements for resubmittal or approval of submittal.
- C. Return submittals to Contractor for distribution or for resubmittal.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. For all contractors who wish to obtain Electronic Files from the Architect and its consultants for use in Coordination, Shop Drawing and/or Record Drawing phases, the attached Electronic Files Release Agreement from STR Partners must be completed, signed, and returned to STR.
- B. Additional forms may be required from consultants and will be provided at time of request(s).

**PART 2 - PARTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**



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## ELECTRONIC FILES RELEASE AGREEMENT

For and in consideration of STR Partners LLC (STR) providing its Building Information Modeling and other Electronic Data (hereinafter “Electronic Files”) to \_\_\_\_\_ (hereinafter “Recipient”) for the project described as **“D113A OLD QUARRY STORMWATER PAVING REPAIRS”**, Recipient accepts the Electronic Files subject to the following terms and conditions:

The Electronic Files are provided for information purposes only in connection with the Recipient’s performance of its responsibilities and obligations related to the completed Project (i.e. preparation of shop drawings for above-mentioned project, or the creation of the Recipient’s model information for the coordination of systems for the above-mentioned project, and related collaboration); provided however, Recipient accepts and assumes all risk and responsibility with regard to any use of the Electronic Files, including but not limited to, readability, translation, compatibility, and alteration issues which may occur. Recipient understands and agrees that the hard copies of the final plans and specifications are the official Construction Documents, and STR does not represent that the Electronic Files are a complete and accurate representation of the hard copy Construction Documents.

The Electronic Files shall not be considered as having been created with full contemplation for how the Electronic Files may be used by the Recipient or by others besides STR. The Electronic Files have not been created by STR with the intent, either expressed or implied, for use by others and are provided only as a convenience with all risk, liability and responsibility assumed by Recipient.

Electronic Files are identified as computer generated information in an electronic format in the form of text, drafting, 2D graphics, 3D graphics, and Building Information Models (BIM).

In further consideration of such transfer, the Recipient hereby understands, acknowledges and agrees that such Electronic Files are solely for the Recipient’s convenience and that STR makes no representations or warranties whatsoever about the accuracy of such Electronic Files. STR assumes no responsibility to maintain or keep current the Electronic Files for use by the Recipient.

The Electronic Files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction, nor shall they be considered As-Built or record set of Drawings.

The use of Electronic Files shall be at the sole risk of the Recipient without liability, risk, or legal exposure to STR. As a condition of acceptance by the Recipient of Electronic Files, the Recipient agrees to release STR from any and all liabilities, claims, damages, losses, costs, attorney’s fees arising from the use of the Electronic Files and further agrees to defend,

indemnify and hold harmless STR and all of its personnel and consultants from liabilities, causes of action, claims, damages, losses, and expenses, including attorney's fees resulting from and which are alleged to have resulted from any use or reuse of such Electronic Files by Recipient or any transferee of Recipient.

The Recipient agrees and understands further that all information on the Electronic Files are considered proprietary to STR, and are for the Recipient's use and benefit only for purposes of this Project. The Recipient agrees not to sell, lease, rent, or transfer to any other person or entity such drawings without STR's express prior written consent.

Use of the Electronic Files, in whole or in part, constitutes Recipient's agreement to the above statements.

Price: **\$100** for the first file  
**\$75** for each additional file

**Requested files:**

Sheet _____	Sheet _____
Sheet _____	Sheet _____
Sheet _____	Sheet _____
Sheet _____	Sheet _____
Sheet _____	Sheet _____

Company Name: \_\_\_\_\_

Authorized Agent Name & Title: \_\_\_\_\_  
*(PRINT)*

\_\_\_\_\_  
*(SIGNATURE)*

Date: \_\_\_\_\_

Company's Email Address or other On-line Access for electronic file delivery\*:

\_\_\_\_\_  
*\*File(s) to be delivered upon receipt of payment, check payable to STR PARTNERS LLC.*

**PART 1 - GENERAL**

**1.1 REQUIREMENTS INCLUDE**

A. General Contractor:

1. Coordinate work of crafts and subcontractors.
2. Schedule elements of remodeling and renovation work to expedite completion.
3. Schedule noisy or hazardous work to avoid problems with Owner's operations.
4. In addition to demolition shown on drawings, cut, move or remove existing construction to provide access or to allow remodeling and new work to proceed. Include:
  - a. Repair/remove hazardous or unsanitary conditions.
  - b. Remove abandoned piping, conduit and wiring.
  - c. Remove all unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris, such as rotted wood, rusted metals and deteriorated concrete.
5. Clean surfaces: Remove surface finishes to install new work and finishes.
6. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a neat transition to adjacent new construction.

B. Related Requirements:

1. Section 01 10 00 "Summary of Work."
2. Section 01 73 00 "Execution Requirements."

**1.2 SEQUENCE AND SCHEDULES**

- A. Schedule work in sequences and within times specified by **General Contractor**.
- B. Submit separate detailed sub-schedule for alterations work, coordinated with **General Contractor** Schedule. Show:
1. Each stage of work; occupancy dates of areas.
  2. Date of Substantial Completion for each area of alteration work.
  3. Crafts and subcontractors employed in each stage.

**1.3 ALTERATIONS, CUTTING AND PROTECTION**

- A. Assign moving, removal, cutting and patching work to crafts qualified to perform the work in a manner to cause least damage to each type of work, and provide means of restoring surfaces to appearance of new work.
- B. Perform cutting/removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.

- C. Perform cutting and patching as specified in Section 01 73 00 "Execution Requirements."
- D. Protect existing finishes, equipment and adjacent work that is scheduled to remain, from damage.
- E. Protect existing and new work from weather and temperature extremes.
  - 1. Maintain the interior work above 60 degrees F.
  - 2. Provide weather protection, waterproofing, heat and humidity control to prevent any damage to remaining existing work and to new work.

## **PART 2 - PRODUCTS**

### **2.1 SALVAGED MATERIALS**

- A. Salvage sufficient quantities of cut or removed materials to replace damaged work of existing construction, when material is not readily obtainable on current market.
  - 1. Store salvaged items in a dry, secure place on site.
  - 2. Items not specified for use in any repair work remain property of Owner.
  - 3. Do not use salvaged or used material in new construction, except with a prior written authorization from Architect and Owner.

### **2.2 MATERIALS FOR PATCHING, EXTENDING AND MATCHING**

- A. Ensure that work is complete.
  - 1. Provide same materials or types of construction as that is existing, to patch, extend or match existing work.
    - a. Contract Documents may not define products or standards of workmanship present in existing construction.
    - b. Determine products by inspection and testing.
    - c. Determine the workmanship by use of existing as sample of comparison.
  - 2. Presence of a product, finish or type of construction requires that patching, extending, or matching be performed to make Work complete and consistent to identical quality standards.

## **PART 3 - EXECUTION**

### **3.1 REMOVE EXISTING CONSTRUCTION**

- A. Remove and dispose of all existing construction indicated to be demolished including, but not limited to the roofing materials and mechanical and electrical items.

### **3.2 PERFORMANCE:**

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

### **3.3 ADJUSTMENTS**

- A. Where partitions are removed, patch the floors walls and ceilings with finish materials to match existing as closely as possible.
  - 1. Where removal of partitions results in adjacent spaces becoming one, rework floors and ceiling to provide smooth planes without breaks, steps or bulkheads.
  - 2. Where extreme change of plane of two inches or more occurs, request instruction from Architect.

### **3.4 DAMAGED SURFACES**

- A. Patch and replace all portions of existing finished surfaces found to be damaged, lifted, discolored or showing other imperfections, with matching material.
  - 1. Provide adequate support prior to patching the finish surfaces.
  - 2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
  - 3. When the existing surface cannot be matched, refinish entire surface to nearest intersections.

### **3.5 TRANSITION FROM EXISTING TO NEW WORK**

- A. When new work abuts or finishes flush with existing work, make a smooth transition. Patched work shall match existing adjacent work in both texture and appearance as closely as possible.

### **3.6 CLEANING**

- A. Perform construction cleaning as directed by **General Contractor**.
  - 1. Clean Owner-occupied areas daily.
  - 2. Clean all the spillage, overspray, and heavy dust collections in Owner-occupied areas immediately.
- B. At completion of work of each craft, clean area and make surfaces ready for work of successive crafts.
- C. At completion of alterations work in each area, provide final cleaning in accord with **General Contractor** instructions and return space to a condition suitable for use of Owner.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. This section establishes quality control standards for the project.

**1.2 REGULATORY REQUIREMENTS FOR TESTING AND INSPECTION**

- A. Building Code Requirements: Comply with requirements for testing and inspections of applicable codes, including additional requirements for testing and inspection, as adopted and interpreted by local authorities having jurisdiction, including the Illinois State Board of Education.
- B. Requirements of Fire-Protection Authorities: Comply with testing and inspection requirements of the State Fire Marshall and local Fire Marshal having jurisdiction.

**1.3 QUALITY CONTROL**

- A. Contractor's Quality Control: The Contractor shall ensure that products, services, workmanship and site conditions comply with the requirements of the Contract Documents by coordinating, supervising, testing and inspecting the Work and by utilizing only suitably qualified personnel.
- B. Contractor Quality: The Contractor shall employ people and companies expert in and with documented experience and success in their craft or trade to perform the Work.
- C. Quality Requirements: Work shall be accomplished in accordance with quality requirements of the Contract Documents, including by reference, all applicable codes, laws, rules, regulations, standards, manufacturer's instructions and recommendations, and published trade standards. When no quality basis is prescribed, the quality shall be in accordance with the best-accepted practices of the construction industry for the trace and location of the Work for projects of this type.
- D. Quality of Products: Unless otherwise indicated, or specified, all products shall be new, free of defects and fit for the intended purpose.
- E. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, with proper alignment and relationship between the various adjacent elements.
- F. Protection of Existing and Completed Work: The Contractor shall take all measures necessary to preserve and protect the existing and completed Work free from damage, deterioration, soiling and staining and exposure to ultra violet light, until acceptance of the Work by the Owner.



- G. Standards and Code Compliance and Manufacturer’s Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer’s instructions and recommendations, reference standards and building codes requirements in preparing, fabricating, erecting, installing, applying, connecting and finishing the Work.
- H. Deviations from Standards and Code Compliance and Manufacturers Instructions and Recommendations: Document and explain all deviations from reference standards and building code requirements and manufacturer’s product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- I. Verification of Quality: Work shall be subject to verification of quality by the Owner, Architect and/or Architect’s consultants in accordance with the provisions of the Conditions of the Contract.

**1.4 INSPECTIONS AND TESTS**

- A. The Contractor shall cause all tests and inspections required by authorities having jurisdiction to be made for Work under this Contract, including those by the Regional Office of Education, Building Department, Local Public Works Department, Fire-Protection District, Health Department or similar agencies.
- B. The Contractor shall cause all tests and inspections required by the serving utilities to be made for Work under the Contract.
- C. The Contractor shall cause all specified or Architect-requested tests and inspections to be conducted by materials or systems manufacturers. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made.

**PART 2 - PARTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

**1.2 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

**1.3 ABBREVIATIONS AND ACRONYMS**

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DIN	Deutsches Institut fur Normung e.V. www.din.de	49 30 2601-0
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
USPS	Postal Service www.usps.com	(202) 268-2000

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office <a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a>	(866) 512-1800 (202) 512-1800
FS	Federal Specification Available from Department of Defense Single Stock Point <a href="http://dodssp.daps.dla.mil/">http://dodssp.daps.dla.mil/</a>  Available from Defense Standardization Program <a href="http://www.dsp.dla.mil">www.dsp.dla.mil</a>  Available from General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>  Available from National Institute of Building Sciences <a href="http://www.wbdg.org/ccb">www.wbdg.org/ccb</a>	(215) 697-2664       (202) 619-8925   (202) 289-7800
UFAS	Uniform Federal Accessibility Standards Available from Access Board <a href="http://www.access-board.gov">www.access-board.gov</a>	(800) 872-2253 (202) 272-0080

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This section incorporates the provisions of the Illinois State Board of Education's Health / Life-Safety Handbook, Chapter 1: Building Permit / Certificate of Occupancy Process. The scope requires on-site inspections for the purpose of the completion of Inspection Statements and Confirmation of Called Inspection Records by a licensed Architect or Engineer, or inspector prequalified by the Illinois State Board of Education.
- B. The Owner will contract with an Inspector to fulfill the ISBE's required Called Inspections and to ensure that inspectors are certified in the requested areas of inspection. ISBE Inspector to complete and sign all code required forms; the Design Team does NOT complete nor sign any forms.
- C. It is the Trade Contractor's responsibility to coordinate with the **[General Contractor]** **[Construction Manager]** and Owner's Inspection agency to ensure inspections occur in sequence with the construction progress.

**1.2 REFERENCES**

- A. Illinois State Board of Education, Notice of Adopted Amendments, Title 23: Education and Cultural Resources, Subtitle A: Education; Subchapter d: Construction and Building Maintenance; Part 180, Health/Life Safety Code for Public Schools
- B. Illinois State Board of Education's Health / Life-Safety Handbook. - Latest Edition
- C. 2018 Illinois Accessibility Code (71 Ill. Adm. Code 400)
- D. 2015 OSFM (Office of the State Fire Marshal) rules titled Illinois Elevator Safety Rules (41 Ill. Admin. Code 1000)
- E. 2014 Illinois Plumbing Code (77 Ill. Admin. Code 890) Effective April 24, 2014
- F. 2013 OSFM Boiler and Pressure Vessel Safety Rules (41 Ill. Admin. Code 120) Effective August 1, 2013
- G. ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014), published jointly by the International Code Council and the National Storm Shelter Association
- H. 2015 International Building Code (IBC) and 2015 International Existing Building Code (IEBC)
  - 1. ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014), published jointly by the International Code Council and the National Storm Shelter Association shall apply instead of the provisions contained in Section 423
  - 2. 2018 Illinois Accessibility Code (71 Ill. Adm. Code 400) shall apply instead of the accessibility provisions set forth in Chapter 11

3. Illinois Plumbing Code (77 Ill. Admin. Code 890) and Section 405.3.1 of the 2015 International Plumbing Code shall apply instead of the plumbing provisions set forth in Section 101.3.2 of Chapter 1 and incorporated in Chapter 35
  4. 2015 Illinois State Fire Marshal's rules titled Illinois Elevator Safety Rules (41 Ill. Adm. Code 1000) shall apply instead of the elevator provisions in the IBC
  5. 2014 Illinois OSFM Compliance Standards for Sprinkler Systems (41 Ill. Adm. Code 109.110) shall apply in conjunction with sprinkler requirements set forth in Section 22-23 of the School Code, the IBC, and the IFC.
- I. 2014 National Electric Code (NEC), as referenced by 2015 IBC
  - J. 2015 International Energy Conservation Code (IECC)
  - K. 2015 International Fire Code (IFC), excluding Chapter 4
    1. Joint Rules of the Office of the State Fire Marshal and the Illinois State Board of Education: School Emergency and Crisis Response Plans (29 Ill. Adm. Code 1500) shall apply instead of Chapter 4
  - L. 2015 International Mechanical Code (IMC), excluding Chapter 20
    1. Illinois State Fire Marshal's rules titled Boiler and Pressure Vessel Safety Rules (41 Ill. Admin. Code 120) shall apply instead of those provisions set forth in Chapter 20 of the International Mechanical Code
  - M. 2015 International Fuel Gas Code (IFGC)

**1.3 QUALITY ASSURANCE**

- A. Qualifications:
  1. The Owner shall engage an independent (third-party) architect or professional engineer (PE) licensed to practice in the State of Illinois, or a qualified inspector, certified by the Illinois State Board of Education

**1.4 PROJECT CONDITIONS**

- A. Coordinate site visits for investigations at the stage of construction appropriate to and consistent with the requirements set forth in the Inspection Statements (Form 36-36) and Confirmation of Called Inspection Records (Form 36-37).

**1.5 COORDINATION**

- A. Coordinate and schedule site visits with the **[General Contractor] [Construction Manager]**.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 PREPARATION**

- A. Examine the Contract Documents to become familiar with Project requirements and sequence of construction.
  - 1. Contract Documents are defined in the General and Supplementary Conditions of Contract.
- B. Be familiar with the requirements set forth in the Inspection Statements (Form 36-36) and Confirmation of Called Inspection Records (Form 36-37).
- C. Discuss construction schedule with **[General Contractor] [Construction Manager]**. Coordinate inspection visits with the **[General Contractor] [Construction Manager]** so that visits coincide with ISBE requirements.

**3.2 INSPECTIONS**

- A. Visit the site and review construction as called for on Inspection Statements (Form 36-36) and Confirmation of Called Inspection Records (Form 36-37).
- B. Report deficiencies discovered before and during performance of inspections. Submit report to the Architect and **[General Contractor] [Construction Manager]**. Keep a log documenting these construction deficiencies.
- C. Sign-off on forms only when construction has been completed to the satisfaction of the inspector and/or when construction has been performed in accordance with the Contract Documents.
- D. Maintain an up-to-date progress original of the Inspection Statements (Form 36-36) and Confirmation of Called Inspection Records (Form 36-37).
- E. Upon completion of the inspection work, **[General Contractor] [Construction Manager]** shall submit forms to Architect.

**PART 4 - FORMS**

**4.1 Refer to the ISBE forms 36-36 and 36-37 attached.**

**INSPECTION STATEMENTS**



**Illinois Elevator Safety Inspection Statement**

**2015 OSFM Illinois Elevator Safety Rules (71 Ill. Adm. Code 400) Effective February 19, 2015**

Based upon my survey of the project at or within the \_\_\_\_\_ (facility name), I find and hereby certify that the project has been inspected as required by the 2015 OSFM Illinois Elevator Safety Rules, Ill. Adm. Code 1000, February 19, 2015.

\_\_\_\_\_  
Design Professional Name Firm

\_\_\_\_\_  
Design Professional Signature Date

(Seal)



**IBPVS Inspection Statement**

**2013 OSFM Boiler and Pressure Vessel Safety Rules (41 Ill. Admin. Code 120) Effective January 1, 2013**

Based upon my survey of the project at or within the \_\_\_\_\_ (facility name), I find and hereby certify that the project has been inspected as required by the 2013 OSFM Boiler and Pressure Vessel Safety Rules (41 Ill. Adm. Code 120), Effective January 1, 2013.

\_\_\_\_\_  
Design Professional Name Firm

\_\_\_\_\_  
Design Professional Signature Date

(Seal)



**IPC Inspection Statement**

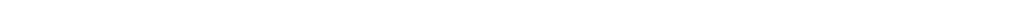
**2014 Illinois Plumbing Code (77 Ill. Admin. Code 890) Effective April 24, 2014**

Based upon my survey of the project at or within the \_\_\_\_\_ (facility name), I find and hereby certify that the project has been inspected as required by the 2014 Illinois Plumbing Code (77 Admin. Code 890) effective April 24, 2014.

\_\_\_\_\_  
Design Professional Name Firm

\_\_\_\_\_  
Design Professional Signature Date

(Seal)



(8/16) Form 36-36 (for use in confirming inspections have been conducted for other Illinois Agency codes)

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## CONFIRMATION OF CALLED INSPECTION RECORDS

2015 International Building Code Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Footing			
2.	Foundation			
3.	Concrete Slab / Under-floor			
4.	Lowest Floor Elevation			
5.	Framing			
6.	Lathe and Gypsum Board			
7.	Fire Resistant Penetrations			
8.	Energy Efficiency			
9.	Special Inspection			
10.	Final IBC			

2015 International Electrical Code (Appendix K) Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Prefabricated Assembly Evaluation Report			
2.	Underground			
3.	Rough-in			
4.	Final IEC			

2015 International Energy Conservation Code Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Foundation (thermal envelope)			
2.	Framing (thermal envelope)			
3.	Insulation (thermal envelope)			
4.	Rough-in "Okay to Cover" (mechanical, service water heating, electrical, lighting)			
5.	Final (mechanical, service water heating, electrical, lighting)			
6.	Final IECC			

2015 International Fire Code Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Final IFC			

2015 International Mechanical and Fuel Gas Code Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Prefabricated Assembly Evaluation Report			
2.	Underground Piping			
3.	Rough-in			
4.	Final IMC & IFGC			

(8/16) Form 36-37 (Prescribed by Regional Superintendent for local board use)

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**END OF SECTION**

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

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes: contractor shall provide temporary utilities required for construction as specified. Furnish, install, and maintain required appurtenances needed to provide temporary heat and ventilation, temporary electrical service, temporary lighting, temporary water, temporary telephone service, and temporary sanitary facilities. Remove temporary utilities on completion of Work or before, if no longer required by work being performed.

**1.2 QUALITY ASSURANCE**

- A. Regulatory Requirements: Meets requirements of applicable governing codes to provide temporary utilities.

**PART 2 - PRODUCTS**

**2.1 TEMPORARY HEATING, COOLING, AND VENTILATING**

- A. General Requirements:
1. Party Responsible For Protection: It shall be the responsibility of the Contractor to provide temporary heat and ventilation to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature and humidity.
  2. Temporary Enclosures: Contractor shall provide temporary coverings and enclosures to protect materials and finishes from damaging environmental conditions.
  3. Damages Due to Inadequate Protection: Work Damaged by inadequate protection from damaging environmental conditions shall be repaired or replaced as directed and approved by Architect at no cost to Owner.
  4. Materials: Materials used to provide the required environmental conditions to ensure and maintain the protection of materials and finishes may be new or used, but must be adequate for the purpose intended and must not violate requirements of applicable codes and standards.
- B. Temporary Heat:
1. Equipment: Contractor shall provide required facilities, including equipment, fuel, piping, wiring, and controls. Portable heaters shall be standard units meeting requirements of applicable codes and regulations. Heaters may operate by means of gas, oil, electricity or other means, but shall not produce any affect, which is detrimental to the building or health of persons present on construction site. Provide adequate venting and ventilation for temporary-heating equipment used.
  2. Heating Season: In general, provide temporary heat from October 15 to April 15, unless environmental conditions require temporary heat to be provided before or after

specified dates to maintain adequate environmental conditions for products and execution of Work.

3. Minimum Temperatures: From 10 days before painting is started until completion of the Project, and during plastering, tile setting, floor laying, and acoustical tile application, the minimum temperature to be maintained shall be 60 degrees F. Minimum temperature to be maintained at all other times, unless otherwise specified under specific units of work, shall be 45 degrees F.
4. Use of Permanent System:
  - a. Approvals for Use: New permanent heating system shall not be used for temporary heat, unless approved by Architect.
  - b. When Permanent System Should be Ready For Use: At the time the new building in Architect's judgement, has been completed to the point where it is ready for the installation of millwork and finishes, Mechanical subcontractor shall have the permanent heating and ventilation system ready for use. At this time, if environmental conditions require, permanent system shall be put into operation as directed and approved by Architect.
  - c. Supervision and Responsibility for Use of Permanent System: Mechanical subcontractor shall be responsible for the operation of the permanent system when used and shall provide whatever supervision is required when used.
  - d. Responsibility for Costs of Operating Permanent System: Contractor shall pay costs of fuel and power for operation of permanent system until substantial completion of entire new building.

C. Ventilation

1. General Requirements: Contractor shall provide ventilating and cooling required to maintain conditions which control humidity, prevent condensation that has an adverse affect on products and finishes, and cure installed materials.
2. Use of Permanent Equipment: New ventilation system shall not be used for temporary use, unless approved by Architect. Prior to operation, verify that proper authorities have made inspection and installation has been approved for operation.
3. Temporary Filters: Ventilation contractor shall provide 1-inch thick fiberglass filter material over return air openings in air handling systems during use of systems to prevent airborne pollutants, resulting from construction, from entering systems.

- D. Start of Guarantee Period for Permanent Equipment Used: Use of permanent equipment for temporary use, including boilers, pumps, and air handling equipment, shall not be constructed as the beginning of the guarantee period required by equipment specifications. Guarantee period shall begin when building is substantially completed regardless of prior use of equipment for temporary heat.

E. Cost of Installation and Operation

1. Fees: Contractor shall pay fees and charges for applications, permits, and inspections applicable to temporary heat and ventilation.
2. Operating Costs: Contractor shall pay costs of installation, fuel, operation, maintenance, and removal of equipment used for temporary heat and ventilation.

## **2.2 TEMPORARY LIGHTING AND ELECTRICITY**

### **A. General Requirements**

1. Contractor shall arrange and pay costs for lighting, power requirements, and electric service to construction office and storage sheds during entire Contract period.
2. Contractor shall furnish, install, and maintain a construction light and power system for the use by trades.
3. Immediately after Contract is awarded, Contractor shall arrange with Power Company for a 400 amperes, 120/208 volt, 3 phase, and 4 wire service. Power Company shall extend this service to a service terminal-metering pole located as shown on Drawings. While the location of the service terminal-metering pole has been coordinated with the Power Company, Contractor shall further coordinate its location with Prime Contractors prior to its installation to minimize possible conflicts with site storage and shop areas.
4. Materials furnished by Contractor for the system shall remain his property and shall be removed when there is no need for temporary lights and power or when so ordered by Architect.
5. Electric meter shall be installed in Contractor's name and Contractor shall pay electrical energy costs during construction period.
6. Cost of power company's connect and disconnect charges for connection of the temporary service at the point indicated on the Drawings shall be paid by Contractor, who shall include the charges in his Bid.

### **B. Work Includes**

1. Contractor shall furnish, install, and maintain service terminal-metering pole, meter loops, power company's meter socket, service entrance switch, overhead service to building, and construction lighting and power distribution system within the building as specified and as construction proceeds.
2. Contractor shall install temporary lighting and receptacle branch circuits within the building to facilitate the projected construction schedules.
3. Contractor shall furnish, install, and maintain lighting and 120 volt, 15 amp receptacle outlets on each floor in accordance with National Electrical Code and other applicable federal, state, and local codes, laws, and ordinances. Receptacles and circuits may be either of the ground-fault interrupter system or the assured grounding type system. Spacing of receptacles shall be such that a 100-foot extension cord will serve every point on each floor of the building.
4. By the time the permanent heating system is ready for operation, Electrical contractor shall have furnished and installed wither permanent or, if necessary, temporary electrical services and connection to heating plant. Mechanical contractor shall furnish controls necessary for temporary heating.

### **C. Materials and Equipment**

1. Materials: Materials for construction light and power system need not be new and need not meet requirements of provisions found elsewhere in these Specifications relating to materials for permanent installation. However, materials shall be in good condition and

of quality to ensure adequate operation and safety of use and shall have the listed approval of Underwriters' Laboratories, Inc. where applicable.

2. Branch Circuit Conductors: Sizes of branch circuit conductors shall be No. 12 AWG minimum size, except that No. 10 AWG shall be used where length of branch circuit exceeds 100 feet. Splices of temporary conductors shall utilize approved types of mechanical connectors and splices shall be insulated by taping or other approved method.
3. Power Cords: Each trade shall be responsible for providing their own Underwriters' Laboratories approved power cords required by their own work.

D. Installation

1. Installation of the system shall meet requirements of applicable codes and ordinances as they relate to temporary wiring. The system shall also meet requirements of provisions specified in this subsection where the requirements of such provisions exceed those of codes and ordinances.
2. Temporary electrical services to the main disconnect; circuits in excess of 600 volts between phase conductors; extensions of circuits accessible from streets, sidewalks or other thoroughfares of public access; and extensions into occupied portions of buildings shall be installed in accordance with applicable codes relating to permanent work. Other circuits may be installed as open wiring with insulated conductors placed and adequately supported so as not to be readily accessible to unqualified persons. Installed raceways for permanent installation may be used for installation of temporary wiring.
3. Grounding and overload protection for circuits and equipment shall meet requirements of applicable codes relating to both temporary and permanent work. Permanent grounding system may be utilized for temporary system.

## 2.3 TEMPORARY WATER

- A. General Requirements: General Contractor shall provide an adequate supply of water suitable for construction purposes.
- B. Materials: Materials used in providing temporary water may be new or used, but shall be adequate for purpose required, shall be sanitary, and shall not violate requirements of applicable codes.
- C. Cost of Installation and Operation: General Contractor shall pay costs for temporary water as follows:
  1. Pay fees and charges for applications and permits, if applicable.
  2. Pay costs of installation, maintenance, and removal of temporary services and restoration of permanent facilities used.
  3. Pay costs for water used.
- D. Use of Permanent System:
  1. Owner's Permission: Prior to use of permanent system for construction purposes, obtain permission of Owner.

2. Preparation of Permanent System for Use: Prior to use of system for drinking water, disinfect piping and obtain inspection and approval of governing authority.

E. Removal:

1. Removal: Completely remove temporary materials and equipment when construction needs can be met by use of permanent installation, if use of permanent system is approved by Owner; otherwise remove at completion of Project.
2. Repair: Clean and repair damage caused by installation or use of temporary facilities.
3. Restoration of Permanent System: Restore permanent facilities used for temporary services to original condition.

## **2.4 TEMPORARY ENCLOSURES**

- A. General Requirements: General Contractor shall provide enclosures throughout the building where necessary to exclude trespassers, eliminate safety hazards, facilitate progress of Work, or exclude weather, either between inside and outside of building or between various parts of the building.
- B. Construction: Construct temporary enclosures of wood, tarpaulins, canvas, or other suitable materials, adequately braced and constructed.
1. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
  2. Close openings through floor or roof decks and horizontal surfaces with load bearing wood framed construction.
  3. Where temporary wood or plywood enclosures exceed 100 square feet in area, use UL-labeled fire retardant treated material for framing and main sheathing.

## **2.5 TEMPORARY SANITARY FACILITIES**

- A. General Requirements:
1. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of Contractor's employees.
  2. Maintain in sanitary condition and properly supply with toilet paper.
  3. Remove from site before final acceptance of work.
  4. Other Contractors shall cooperate with General Contractor in maintaining sanitary conditions.

## **2.6 TEMPORARY FIRE PROTECTION**

- A. General Requirements:
1. Provide and maintain in working order a minimum of one fire extinguisher in building, and such other fire protective equipment and devices as he deems necessary and suitable for any possible class or type of fire.

## **2.7 TEMPORARY SITEWORK**

### **A. General Requirements:**

1. Provide and maintain temporary roadways that may be necessary to carry out his operations as well as operations of other Contractors in a clean, dust free, snow free, and ice free, drivable condition.
2. Provide and maintain temporary site drainage.
3. Exercise caution to minimize increase in suspended solids and turbidity in surface waters within and adjacent to construction area. Spoils are not to be deposited in surface waters. Control and minimize sediment runoff and excavation erosion to surface waters.

## **2.8 BARRIERS**

- ### **A. General Requirements:** Provide, erect, and maintain appropriate fences, barricades, warning lights, and signs around open excavations and obstructions on public thoroughfares and wherever else necessary for safety of life and protection of property.

## **2.9 CONSTRUCTION CLEANING**

- ### **A. General Cleaning Requirements:** Contractor shall be held responsible for executing periodic cleaning to keep Work, site, and adjacent properties free from accumulations of waste materials, packaging materials, rubbish, and windblown debris resulting from their own construction operations. Contractor shall be responsible for removing, from the building, packaging materials, debris, waste, scrap material, and rubbish which is caused by work under their Contract and depositing these waste materials into the appropriate waste containers which have been provided on the site. Project shall be maintained in a reasonably clean and workable condition to provide easy access to the Work and to avoid, as far as possible, the occurrence of accidents.
- ### **B. Failure to Provide Periodic Cleaning:** If contractor fails to clean up at regular intervals, Owner may do so and charge costs to Contractor as specified in General Conditions.
- ### **C. Waste Containers:** Contractor shall provide an adequate number of appropriate waste containers on work site to receive waste materials from all operations associated with the Project. Deposit waste materials in appropriate waste containers.
- ### **D. Removal of Waste from Site:** Contractor shall remove waste materials, debris, and rubbish from site periodically and dispose of at legal disposal areas off-site. Empty waste containers before containers are filled beyond capacity and pose threat of debris and waste being windblown around site.
- ### **E. Protection of Building from Mechanical Operations:** Catch cutting oil and steel shavings in suitable containers to ensure final finish materials in building will not be marred or damaged.
- ### **F. Dust Control:**
1. **Cleaning Before Painting:** The Contractor shall clean interior spaces prior to start of finish painting and continue cleaning on an as-needed basis until painting is finished.



2. Protection of Newly-Coated Surfaces: Schedule operations so that dust and other contaminating substances resulting from cleaning process will not fall on wet or newly-coated surfaces.

G. Cleaning Materials:

1. Use of Hazardous Materials: Use only those cleaning materials which will not create hazards to health and property and which will not damage surfaces.
2. Using Recommended Materials and Methods: Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

## **2.10 BARRIERS AND ENCLOSURES**

A. Construction Fence:

1. Materials:
  - a. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.
  - b. Open-Mesh Fence: Wire fence fabric shall be 11-gauge mesh, 72-inches high, and galvanized chain link fabric.
2. General Requirements:
  - a. General Appearance Requirements: Fence shall be neat and reasonably uniform in appearance and structurally adequate for required purpose.
  - b. Maintenance: Maintain fence during entire construction period or as long as fence is required to be in place. Relocate fence as required.
  - c. Access: Provide gates of appropriate size in fence for access to the Work.
3. Time Requirements for Fence Erection: Install fence prior to start of Work at the Project site.
4. Fence Location: Completely enclose construction storage area as shown on Drawings with a construction fence.
5. Chain Link Fence Erection: Fence shall consist of a 6-foot high chain link fence with steel posts spaced a maximum of 8 feet on center. Securely wire fabric to pipe supports. Drive pipe supports into earth deep enough to ensure a rigid installation throughout construction period.

## **PART 3 - EXECUTION**

### **3.1 REMOVAL OF TEMPORARY UTILITIES**

- A. Removal: Completely remove temporary materials and equipment when their use is no longer required.

**END OF SECTION**

**SECTION 01 60 00  
PRODUCT REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 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. Section 01 21 00 "Allowances" for products selected under an allowance.
  - 2. Section 01 63 50 "Substitution Procedures" for requests for substitutions.
  - 3. Section 01 42 00 "References" for applicable industry standards for products specified.

**1.2 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.

**1.3 ACTION SUBMITTALS**

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 01 33 23 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 23 "Submittal Procedures." Show compliance with requirements.

#### **1.4 QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor 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.

#### **1.5 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.
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.

## **1.6 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 other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements set forth by the project schedule.

## **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.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

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 Contractor'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 Contractor'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.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
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.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
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 or a comparable product by one of the other named manufacturers. 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 Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01635 "Substitution Procedures" for proposal of product.
- D. 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 Contractor'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.
  - 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**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for limits on use of Project site.
  - 2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
  - 3. Section 07 84 13 "Penetration Firestopping" for patching penetrations in fire-rated construction.

**1.2 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.

**1.3 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For land surveyor.
  
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
  
- C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
  4. Dates: Indicate when cutting and patching will be performed.
  5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- E. Certified Surveys: Submit two copies signed by land surveyor.
- F. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

#### **1.4 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 experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  2. 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 results in increased maintenance or decreased operational life or safety.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. 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.



- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching 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 provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## **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 sitework, 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. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, 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. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work.
  - 2. List of detrimental conditions, including substrates.

3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- 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 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 Section 01 31 00 "Project Management and Coordination."
- E. Surface and Substrate Preparation: Comply with manufacturer's written recommendations for preparation of substrates to receive subsequent work.

### **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 **[and Construction Manager]** 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 **[and Construction Manager]** 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. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
  4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- 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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. 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 locating and installing products to comply with indicated requirements.
- 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 Section 01 10 00 "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 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. 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 Section 01 50 00 "Construction Facilities and Temporary Controls."
- 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. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "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.

**END OF SECTION**



**SECTION 01 77 00  
CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Substantial Completion procedures.
  2. Final Acceptance Procedures.
  3. Operating and Maintenance Instructions.
  4. Final cleaning.
- B. Related Requirements:
1. Section 01 78 23 "Operation and Maintenance Data."
  2. Section 01 78 39 "Project Record Documents."
  3. Section 01 79 00 "Demonstration and Training."

**1.2 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, each Prime Contractor shall complete the following. List exceptions in the request.
1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  2. Advise Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
  5. Deliver tools, spare parts, extra stock, and similar items.
  6. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  7. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

8. Notify Owner's Representative and Architect and General Construction Contractor that project is ready for inspection.
- B. Review Procedures: On receipt of a request for inspection, the Architect and Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
    - a. The Contractor shall reimburse the Owner for all Architect fees for additional services necessitated by the Architect being required to make Substantial Completion inspections beyond the initial inspection and one reinspection.
  2. Results of the completed inspection will form the basis of requirements for final acceptance.

### **1.3 FINAL ACCEPTANCE**

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, Contractor shall complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations were required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
  4. Submit final meter readings for; utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
  5. Submit consent of surety to final payment.
  6. Submit a final liquidated damages settlement statement.
  7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  2. If necessary, reinspection will be repeated.

- a. The Contractor shall reimburse the Owner for all Architects' fees for additional services necessitated by the Architect being required to make final acceptance inspections beyond one final reinspection.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 CLOSEOUT PROCEDURES**

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
  1. Maintenance manuals.
  2. Record documents.
  3. Spare parts and materials.
  4. Tools.
  5. Lubricants.
  6. Fuels.
  7. Identification systems.
  8. Control sequences.
  9. Hazards.
  10. Cleaning.
  11. Warranties and bonds.
  12. Maintenance agreements and similar continuing commitments.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
  1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
    - a. Remove labels that are not permanent labels.
    - b. Clean transparent materials, including mirrors and glasses in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
    - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

- e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
  - C. Pest Control: Engages an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
  - D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
  - E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- 1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

**END OF SECTION**

**SECTION 01 78 23**  
**OPERATION AND MAINTENANCE DATA**

**PART 1 - GENERAL**

**1.1 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.

**1.2 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.

**1.3 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 to **Architect**.
  - 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 **Owner**.
    - 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 Architect.
  7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  8. 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 Contractor 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 Section 01 78 39 "Project Record Documents."
- G. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 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. Section 01 70 00 "Execution Requirements" for final property survey.
  - 2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

**1.2 CLOSEOUT SUBMITTALS**

- A. Record Product Data: Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
  
- B. 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.
  
- C. 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 or as required by Owner. Coordinate with Architect/Owner.
  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.
  4. Refer instances of uncertainty to Architect for resolution.
  5. Architect will furnish Contractor digital data files of the Contract Drawings for use in recording information.

- a. See Section 01 33 01 "CADD Drawings" for requirements related to use of Architect's digital data files.
  - b. Architect will provide data file layer information. Record markups in separate layers.
- C. 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 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 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 and Construction Manager's reference during normal working hours.

**END OF SECTION**



**DIVISION 31  
EARTHWORK**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Protecting existing trees shrubs plants and grass to remain.
  - 2. Clearing and grubbing.
  - 3. Removing above- and below-grade site improvements.
  - 4. Temporary erosion and sedimentation control measures.

**1.2 MATERIAL OWNERSHIP**

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

**1.3 PROJECT CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

**PART 2 - PRODUCTS**

**2.1 SOIL MATERIALS**

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving".
  - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

### **3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL**

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to sediment and erosion control Drawings.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

### **3.3 TREE PROTECTION**

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Construction Manager.

### **3.4 UTILITIES**

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
  - 1. Arrange with utility companies to shut off indicated utilities.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Construction Manager's written permission.
- C. Removal of underground utilities is included in Division 33 Sections covering site utilities.

### **3.5 CLEARING AND GRUBBING**

- A. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density required for the proposed condition and as specified in Division 31 Section "Earth Moving".

### **3.6 SITE IMPROVEMENTS**

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

### **3.7 DISPOSAL**

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
  - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Preparing subgrades for walks, pavements, synthetic turf, lawns and grasses and exterior plants.
  - 2. Drainage course for slabs-on-grade excluding building slabs.
  - 3. Base course for concrete walks and pavements and synthetic turf.
  - 4. Base course for asphalt paving.
  - 5. Excavating and backfilling for utility trenches.
  - 6. Excavating and backfilling trenches for buried mechanical, plumbing and electrical utilities and pits for buried utility structures.
  
- B. Related Sections include the following:
  - 1. Division 01 Section "Unit Prices" for unit-price rock excavation and authorized additional excavation provisions.
  - 2. Division 31 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
  - 3. Division 33 Sections for installing underground utilities and buried structures.

**1.2 UNIT PRICES**

- A. Unit prices for earthwork are included in Division 01 Section "Unit Prices."

**1.3 DEFINITIONS**

- A. Backfill: Soil material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
  
- B. Base Course: Course placed between the subbase course and paving.
  
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
  
- D. Borrow Soil: Satisfactory soil imported from on or off-site for use as fill or backfill.
  
- E. Drainage Fill:
  - 1. Course placed over the excavated subgrade before laying subdrainage pipe and placed around and over the subdrainage pipe.
  
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Construction Manager. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Construction Manager. Unauthorized excavation, as well as remedial work directed by Construction Manager, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Modular Block Retaining walls, slabs on-grade (excluding building), tanks, curbs, sewerage, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface excluding building.
- I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and base course for a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below base, subbase, drainage fill, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables.

#### **1.4 SUBMITTALS**

- A. Product Data: For the following:
1. Geotextiles.

#### **1.5 QUALITY ASSURANCE**

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
1. Contractor shall be responsible for contacting the Owner's Geotechnical Testing Agency at those times required by the specifications for the appropriate materials and soils testing.
  2. Contractor shall coordinate with the Owner's Geotechnical Testing Agency as to the Testing Agency's requirements for advance notification, but allow for a minimum 24-hr notification.

#### **1.6 PROJECT CONDITIONS**

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Construction Manager and then only after arranging to provide temporary utility services according to requirements indicated.
1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Construction Manager's written permission.

3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

## **PART 2 - PRODUCTS**

### **2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone; ASTM D 2940; conforming to State of Illinois, Dept of Transportation Gradation, CA-7
- C. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone ASTM D 2940; conforming to State of Illinois, Dept of Transportation Gradation CA-6.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone; ASTM D 2940; conforming to State of Illinois, Dept of Transportation Gradation CA-6 or CA-7.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; conforming to State of Illinois, Dept of Transportation Gradation per plans.
- F. Drainage Course: Narrowly graded mixture of washed crushed stone, or washed crushed or uncrushed gravel; ASTM D 448; coarse-aggregate conforming to State of Illinois, Dept of Transportation Gradation CA-7
- G. Unsuitable Soil Undercut Area Fill: Per Geotechnical Engineer's Recommendations.

### **2.2 CONTROLLED LOW-STRENGTH MATERIAL**

- A. Controlled Low-Strength Material: Low-density, self-compacting, flowable concrete material as follows:
1. Portland Cement: ASTM C 150, Type I.
  2. Fly Ash: ASTM C 618, Class C or F.
  3. Fine Aggregate: Sand IDOT Gradation FA-1 or FA-2
  4. Foaming Agent: ASTM C 869.
  5. Water: ASTM C 94/C 94M.
  6. Air-Entraining Admixture: ASTM C 260.
- B. Produce low-density, controlled low-strength material with the following physical properties:
1. Compressive Strength: min 30 psi at 28 days and 150 psi at 180 days when tested according to ASTM C 495.

## 2.3 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
  2. Grab Tensile Strength: 248 lbf; ASTM D 4632.
  3. Sewn Seam Strength: 223 lbf; ASTM D 4632.
  4. Tear Strength: 90 lbf; ASTM D 4533.
  5. Puncture Strength: 90 lbf; ASTM D 4833.
  6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
  7. Water Flow Rate: 110 gpm minimum; ASTM D 4491
  8. Permittivity: 0.02 per second, minimum; ASTM D 4491.
  9. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Nonwoven needle punched geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 1; AASHTO M 288.
  2. Grab Tensile Strength: 315 lbf; ASTM D 4632.
  3. Sewn Seam Strength: 284 lbf ; ASTM D 4632.
  4. Tear Strength: 113 lbf; ASTM D 4533.
  5. Puncture Strength: 113 lbf; ASTM D 4833.
  6. Apparent Opening Size: No. 70 sieve, maximum; ASTM D 4751.
  7. Water Flow Rate: 110 gpm minimum; ASTM D 4491
  8. Permittivity: 0.02 per second, minimum; ASTM D 4491.
  9. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.



### **3.2 DEWATERING**

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Discharge from dewatering operations must meet with local and State National Pollutant Discharge Elimination System (NPDES) requirements.
  - 1. Incorporate structural and non-structural Best Management Practices (BMP's) as necessary to meet NPDES and local requirements.
  - 2. Waste material shall be legally disposed of where mechanical means are used to separate sediments and other pollutants from dewatering discharge water
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

### **3.3 EXPLOSIVES**

- A. Explosives: Do not use explosives.

### **3.4 EXCAVATION, GENERAL**

- A. Unclassified Excavation: Excavate to as a minimum to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Where topsoil depth exceeds the proposed subgrade elevation and where within pavement **or synthetic turf** areas, remove all topsoil encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### **3.5 EXCAVATION FOR STRUCTURES**

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1/2 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

### **3.6 EXCAVATION FOR WALKS, PAVEMENTS AND SYNTHETIC TURF**

- A. Excavate surfaces under walks, pavements and synthetic turf to indicated lines, cross sections, elevations, and subgrades.

### **3.7 EXCAVATION FOR UTILITY TRENCHES**

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit and as indicated. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits as indicated. Remove projecting stones and sharp objects along trench subgrade.

### **3.8 SUBGRADE INSPECTION**

- A. Notify Owner's Geotechnical Testing Agency when excavations have reached required subgrade.
- B. If Owner's Geotechnical Testing Agency determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Construction Manager, without additional compensation.

### **3.9 UNAUTHORIZED EXCAVATION**

- 1. Fill unauthorized excavations under other construction or utility pipe as directed by Owner's Geotechnical Testing Agency.

### **3.10 BACKFILL**

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Surveying locations of underground utilities for Record Documents.
  - 2. Testing and inspecting underground utilities.
  - 3. Removing concrete formwork.
  - 4. Removing trash and debris.
  - 5. Removing temporary shoring and bracing, and sheeting.
  - 6. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### **3.11 COMPACTION OF BACKFILLS AND FILLS**

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
  - 1. Place backfill for self-compacting CA-7 in layers of 12" maximum for material compacted by heavy compaction equipment or by hand operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures **excluding buildings** to required elevations, and uniformly along the full length of each structure.

- C. Compact materials to not less than the following percentages of maximum dry density according to ASTM D 1557
  - 1. Under structures, slabs on grade **excluding building**, and steps scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent Modified Proctor.
  - 2. Under pavements, synthetic turf, curbs and walks, scarify and recompact top 4 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent Modified Proctor.
  - 3. Under lawn or unpaved areas compact each layer of backfill or fill soil material at 85 percent Modified Proctor.

### **3.12 GRADING**

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas:
    - a. General: Plus or minus 1 inch and free of irregularities caused by motorized vehicles or trench settlement.
    - b. Athletic Field Areas: Plus or minus 1" and finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge, free of irregularities caused by motorized vehicles or trench settlement
  - 2. Walks: Plus or minus 1/2 inch.
  - 3. Pavements: Plus or minus 1/2 inch.
  - 4. Grading Synthetic Turf Lines: Finish subgrade to a tolerance of 1/4 inch when tested with a 10-foot straightedge

### **3.13 SUBSURFACE DRAINAGE**

- A. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches (150 mm) thick. Overlay drainage backfill with 1 layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches .
  - 1. Compact each material layer to **85** percent of maximum dry unit weight according to ASTM D 1557.

### **3.14 BASE COURSE**

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
  - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.

2. Shape base course to required crown elevations and cross-slope grades.
3. Place base course 4 inches or less in compacted thickness in a single layer.
4. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

### **3.15 FIELD QUALITY CONTROL**

- A. Geotechnical Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1557 and ASTM D 6938, as applicable. Tests will be performed at the following locations and frequencies:
  1. Paved and synthetic turf areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 3500 sq. ft. or less of paved or synthetic turf area, but in no case fewer than 2 tests.
  2. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 250 feet or less of trench length, but no fewer than 1 test.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

### **3.16 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  1. Scarify or remove and replace soil material to depth as directed by Construction Manager; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### **3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

**END OF SECTION**

**DIVISION 32**  
**EXTERIOR IMPROVEMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Hot-mix asphalt patching.
  - 2. Hot-mix asphalt paving.
  - 3. Pavement-marking paint.
- B. Related Sections:
  - 1. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.

**1.3 DEFINITION**

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

**1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
  - 1. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- B. Material Certificates: For each paving material, from manufacturer.
- C. Material Test Reports: For each paving material.

**1.5 QUALITY ASSURANCE**

- A. Installer Qualifications: Imprinted-asphalt manufacturer's authorized installer who is trained and approved for installation of imprinted asphalt required for this Project.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of IDOT for asphalt paving work.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
  - 1. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

## **1.7 PROJECT CONDITIONS**

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
  - 1. HMA Temperature: Delivered between 250 deg F and 350 deg F
  - 2. Prime Coat: Minimum surface temperature of 60 deg F
  - 3. Asphalt Base Course: Minimum surface temperature of 40 deg F in the shade and rising at time of placement.
  - 4. Asphalt Surface Course: Minimum surface temperature of 45 deg F in the shade at time of placement and rising at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 55 deg F for water-based materials, and not exceeding 95 deg F. When more restrictive, manufacturer limits shall be adhered to.

## **PART 2 - PRODUCTS**

### **2.1 AGGREGATES**

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel.
  - 1. Used in Surface Course: IDOT B Quality or better
  - 2. Used in Binder Course: IDOT C Quality or better
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, or combinations thereof.
  - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
  - 2. Quality: IDOT B Quality or better.
- D. Fractionated Reclaimed Asphalt Pavement (FRAP) shall consist of RAP from Class I HMA mixtures. Coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality or as below where more

stringent. All FRAP shall be fractionated prior to testing. Testing shall be per and meet all IDOT requirements.

1. Used in HMA Surface Course, N50: Coarse aggregate quality B or better.
    - a. Where FRAP is used alone, or where FRAP/RAS are used in conjunction the Maximum (virgin) Asphalt Binder Replacement (ABR) shall not exceed 25%. Where ABR exceeds 20% the low and high virgin asphalt grades shall each be reduced by one grade.
  2. Used in HMA Binder Coarse, N50: Coarse aggregate quality C or better.
    - a. Where FRAP is used alone, or where FRAP/RAS are used in conjunction the Maximum (virgin) Asphalt Binder Replacement (ABR) shall not exceed 30%. Where ABR exceeds 20% the low and high virgin asphalt grades shall each be reduced by one grade.
- E. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

## **2.2 ASPHALT MATERIALS**

- A. Asphalt Binder: AASHTO M 320 and AASHTO MP 1a, PG58-28
- B. Prime Coat: ASTM D 2027, medium-curing cutback asphalt matching IDOT MC-30 per Section 1032 of the Standard Specifications for Road and Bridge construction.
- C. Tack Coat: IDOT SS-1, SS-1hP, CSS-1, CSS-1hP, emulsified asphalt or cationic emulsified asphalt, slow curing, diluted in water, per Section 1032 of the Standard Specifications for Road and Bridge Construction and of suitable grade and consistency for application.
- D. Water: Potable.

## **2.3 AUXILIARY MATERIALS**

- A. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of no more than 15 minutes.
  1. Color: **Yellow**.
  2. Color: Accessible Spaces Yellow
  3. Number of coats: 2.

## **2.4 MIXES**

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes designed according to the Illinois Modified Strategic Highway Research Program criteria and the IDOT Special Provision "Superpave Bituminous Concrete Mixtures".
  1. Binder Course Mixture N50, IL-19.0, Surface Course Mixture N50, IL-9.5, Mix "D" designed in accordance with Sections 1030 and Sections 406 and 407 of the Standard Specifications for Road and Bridge Construction and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures."



2. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
3. All mixes shall be approved by IDOT for use for the current constructions season. Provide verification and approval letter from IDOT for the mixes proposed.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Construction Manager, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

#### **3.2 PATCHING**

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base.
  1. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated.
  2. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new base.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
  1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Fill excavated pavements with hot-mix asphalt base course mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

#### **3.3 SURFACE PREPARATION**

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

- B. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd and per Drawings. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure.
  - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
  - 2. Protect primed substrate from damage until ready to receive paving.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### **3.4 HOT-MIX ASPHALT PLACING**

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
  - 2. Spread mix at minimum temperature of 250 deg F.
  - 3. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
  - 4. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
  - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

### **3.5 JOINTS**

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.
  - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches and not more than 12 inches.
  - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.

4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints according to AI MS22, for both "Ending a Lane" and "Resumption of Paving Operations."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

### **3.6 COMPACTION**

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  1. Complete compaction before mix temperature cools to 195 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  1. Average Density: 94 percent of reference laboratory density based on AASHTO T 209 and Illinois Modified AASHTO T 166 or "In Place Nuclear Method" according to Illinois Modified ASTM D 2950 but not less than 92 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### **3.7 INSTALLATION TOLERANCES**

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  1. Base Course: Plus 1/2 inch, Minus 1/4 inch
  2. Surface Course: Plus 1/4 inch, no minus.

- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course: 1/4 inch.
  - 2. Surface Course: 1/8 inch.
  - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

### **3.8 PAVEMENT MARKING**

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Construction Manager.
- B. Allow paving to age for 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

### **3.9 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to AASHTO T 168.
  - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
  - 2. Field density of in-place compacted pavement to be determined by "In Place Nuclear Method" according to Illinois Modified ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
  - 3. Average Density: 94 percent of reference laboratory density based on AASHTO T 209 and Illinois Modified AASHTO T 166 or "In Place Nuclear Method" according to Illinois Modified ASTM D 2950 but not less than 92 percent nor greater than 96 percent.
- E. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

**3.10 DISPOSAL**

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

**END OF SECTION**

**DIVISION 33**  
**EXTERIOR UTILITIES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes gravity-flow, non-pressure storm drainage outside the building.
- B. Related Sections include the following:
  - 1. Division 15 Sections.

**1.3 DEFINITIONS**

- A. PVC: Polyvinyl chloride plastic
- B. HDPE: High Density Polyethylene.
- C. RCP: Reinforce Concrete Sewer Pipe

**1.4 PERFORMANCE REQUIREMENTS**

- A. Gravity-Flow, Non-pressure, Drainage-Piping Pressure Ratings: At least equal to system test pressure.

**1.5 SUBMITTALS**

- A. Product Data: For the following:
  - 1. Piping materials.
  - 2. Structures.
  - 3. Polymer-concrete, channel drainage systems.
- B. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Do not store plastic structures, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

## **1.7 PROJECT CONDITIONS**

- A. Site Information: Perform site survey and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned.
- C. Existing Storm Drainage Service: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Construction Manager no fewer than two days in advance of proposed interruption of service.
  - 2. Do not proceed with utility interruptions without Construction Manager's written permission.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Available Manufacturers: Subject to compliance with the requirements of the Drawings and Authorities Having Jurisdiction.

### **2.2 PIPES AND FITTINGS**

- A. Corrugated HDPE Drainage Tubing and Fittings: AASHTO M 252, Type S, with smooth waterway for coupling joints.
  - 1. Soil-tight Couplings: AASHTO M 252, corrugated, matching tube and fittings to form soil-tight joints.
- B. Corrugated HDPE Pipe and Fittings: AASHTO M 294, Type S, with smooth waterway for coupling
  - 1. Soil-tight Couplings: AASHTO M 294, corrugated, matching pipe and fittings to form soil-tight joints.
- C. PVC Sewer Pipe and Fittings:
  - 1. PVC Sewer Pipe and Fittings, 15" and Smaller: ASTM D 3034, SDR 26, gasketed joints.
    - a. Gaskets: ASTM F 477, elastomeric seals.
- D. Reinforced-Concrete (RCP) Sewer Pipe and Fittings: ASTM C 76, Class III, with gasketed joints.
  - 1. Gaskets: ASTM C 443, rubber.

### **2.3 PERFORATED-WALL PIPES AND FITTINGS**

- A. Perforated PE Pipe and Fittings:
  - 1. 6-inch and Smaller: ASTM F 405 or AASHTO M 252, Type CP; corrugated, for coupled joints.



2. 8-inch and Larger: ASTM F 667; AASHTO M 252, Type CP; or AASHTO M 294, Type CP; corrugated; for coupled joints.
  3. Couplings: Manufacturer's standard, band type.
- B. Perforated PVC Sewer Pipe and Fittings: AASHTO M 278, bell-and-spigot ends.

## **2.4 SPECIAL PIPE COUPLINGS AND FITTINGS**

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground non-pressure piping. Include ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials: ASTM C 1173, rubber or elastomeric sleeve and band assembly fabricated to mate with OD of pipes to be joined, for non-pressure joints.
1. Sleeve Material for Concrete Pipe: ASTM C 443, rubber.
  2. Sleeve Material for Cast-Iron Soil Pipe: ASTM C 564, rubber.
  3. Sleeve Material for Plastic Pipe: ASTM F 477, elastomeric seal.
  4. Sleeve Material for Dissimilar Pipe: Compatible with pipe materials being joined.
  5. Bands: Stainless steel, at least one at each pipe insert.
- C. Shielded Couplings: ASTM C 1277 assembly of metal shield or housing, corrosion-resistant fasteners, and rubber sleeve with integral, center pipe stop.
1. Heavy-Duty, Shielded, Stainless-Steel Couplings, 10-inch and Smaller: With ASTM A 666, Type 301 or Type 304, stainless-steel shield; 2 or more stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve.
  2. Heavy-Duty, Shielded, Stainless-Steel Couplings, 12-inch and 15-inch: With ASTM A 666, Type 301 or Type 304, stainless-steel shield; stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve.

## **2.5 CATCH BASINS**

- A. Normal-Traffic, Precast Concrete Catch Basins: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.
1. Gaskets: ASTM C 443, rubber.
- B. Steps: Steel Reinforced Plastic individual steps. Wide enough to allow worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals. Omit steps if total depth from invert to finished grade is less than 60 inches.
- C. Frames and Covers: ASTM A 48, Class 35 gray -iron castings designed for heavy-duty service.
- D. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- E. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and diameter matching manhole frame and cover. Include sealant recommended by ring manufacturer.

## **2.6 CONCRETE**

- A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:
  - 1. Cement: ASTM C 150, Type II.
  - 2. Fine Aggregate: ASTM C 33, sand.
  - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
  - 4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water-cementitious ratio.
  - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
  - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

## **2.7 CLEANOUTS**

- A. PVC Cleanouts: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.
  - 1. Light Duty: In earth or grass foot-traffic areas.
  - 2. Medium Duty: In paved foot-traffic areas.
  - 3. Heavy Duty: In vehicle-traffic service areas.
  - 4. Extra-Heavy Duty: In roads.

## **2.8 AREA DRAINS**

- A. Drain Basins and inline Drains: PVC Subsurface inlet per ASTM D2321 guidelines, Nyloplast or approved Equal.
  - 1. H-20 rated installation in paved areas.
  - 2. H-10 rated installation in pedestrian areas.
  - 3. Frame and Grate Shall Be Ductile Iron ASTM A536 grade 70-50-05.

## **PART 3 - EXECUTION**

### **3.1 EARTHWORK**

- A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earth Moving".

### **3.2 PIPING APPLICATIONS**

- A. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.

### **3.3 INSTALLATION, GENERAL**

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.

- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.
- C. Use manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.
- F. Extend storm drainage piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.

### **3.4 PIPE JOINT CONSTRUCTION AND INSTALLATION**

- A. General: Join and install pipe and fittings according to installations indicated.
- B. PE Pipe and Fittings:
  - 1. Install according to ASTM D 2321 and manufacturer's written instructions.
- C. PVC Sewer Pipe and Fittings:
  - 1. Join pipe and gasketed fittings with gaskets according to ASTM D 2321.
- D. Concrete Pipe and Fittings: Install according to ACPA's "Concrete Pipe Installation Manual." Use the following seals:
  - 1. Round Pipe and Fittings: ASTM C 443, rubber gaskets.
- E. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and that fit both systems' materials and dimensions.

### **3.5 MANHOLE INSTALLATION**

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Set tops of frames and covers flush with finished surface. Install precast concrete manhole sections with gaskets according to ASTM C 891.

### **3.6 CATCH-BASIN INSTALLATION**

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

### **3.7 STORM DRAINAGE INLET AND OUTLET INSTALLATION**

- A. Construct riprap of broken stone or other, as indicated on the drawings and details.
- B. Install outlets that spill onto grade, with flared end sections, where and as indicated on the drawings and details.

### **3.8 CONCRETE PLACEMENT**

- A. Place cast-in-place concrete according to ACI 318 and ACI 350R.

### **3.9 AREA DRAIN INSTALLATION**

- A. Install per manufacturer's recommendations.
- B. Install type of drains in locations indicated.
- C. Set drain frames and covers with tops flush with pavement surface.
- D. Provide concrete ring around and beneath grate and frame per manufacturer's recommendations.

### **3.10 TAP CONNECTIONS**

- A. Make connections to existing piping and underground structures so finished Work complies as nearly as practical with requirements specified for new Work.
- B. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

### **3.11 FIELD QUALITY CONTROL**

- A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
  - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
  - 2. Place plug in end of incomplete piping at end of day and when work stops.
  - 3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
  - 1. Submit separate reports for each system inspection.
  - 2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Crushed, broken, cracked, or otherwise damaged piping.

- d. Infiltration: Water leakage into piping.
  - e. Exfiltration: Water leakage from or around piping.
- 3. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
  - 4. Reinspect and repeat procedure until results are satisfactory.
- C. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
- 1. Do not enclose, cover, or put into service before inspection and approval.
  - 2. Test completed piping systems according to authorities having jurisdiction.
  - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
  - 4. Submit separate reports for each test.
  - 5. Replace leaking piping using new materials and repeat testing until leakage is within allowances specified.

### **3.12 CLEANING**

- A. Clean interior of piping of dirt and superfluous materials.

**END OF SECTION**

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