



**CHAMPAIGN COUNTY BOARD  
FACILITIES COMMITTEE AGENDA  
County of Champaign, Urbana, Illinois**

Tuesday, June 8, 2021 at 6:30  
Lyle Shields Meeting Room  
Brookens Administrative Center  
1776 E. Washington St., Urbana, IL 61802

**Committee Members:**

Steve Summers – Chair     Jenny Lokshin  
Stan Harper – Vice Chair     Emily Rodriguez  
Jim Goss     Leah Taylor  
Jordan Humphrey     Jodi Wolken

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**Agenda**

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<https://us02web.zoom.us/j/86280044325?pwd=U0tVZXV3ZlIlLaXk5KzJqWGhZdk4ydz09>
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All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue.

Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

You are invited to a Zoom webinar.

When: Jun 8, 2021 06:30 PM Central Time (US and Canada)

Topic: Facilities

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86280044325?pwd=U0tVZXV3ZlIiLaXk5KzJqWGhZdk4ydz09>

Passcode: 893046

Or One tap mobile :

US: +13126266799,,86280044325# or +16468769923,,86280044325#

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Dial(for higher quality, dial a number based on your current location):

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**CHAMPAIGN COUNTY BOARD  
FACILITIES COMMITTEE  
County of Champaign, Urbana, Illinois**

**MINUTES – Pending Approval**

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**DATE:** Tuesday May 4, 2021  
**TIME:** 6:31 p.m.  
**PLACE:** Lyle Shields Meeting Room  
Brookens Administrative Center, 1776 E. Washington St., Urbana IL 61802  
(ZOOM Meeting)

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**Committee Members**

**Present:** Steve Summers, Jodi Wolken, Jordan Humphrey, Leah Taylor, Jenny Lokshin (participated via Zoom) Stan Harper, Jim Goss (physically present)  
**Absent:** Emily Rodriguez.

**County Staff:** Dana Brenner (Facilities Director), Dan Busey (Recording Clerk), (County Staff physically present)

**Others Present:** Chuck Riefsteck and Dan Wakefield (Reisteck Reid Architecture), Jim Gleason and Richard Van Note (GHR Engineering), Karla Smalley and Todd Higginbotham (Bailey Edward Architecture), Kyle Patterson (County Board Chair)

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**Agenda**

**I. Call to Order and Roll Call**

Committee Chair Summers called the meeting to order at 6:31 P.M.

**II. Approval of Agenda/Addenda**

**Moved** by Mr. Taylor to approve the agenda; seconded by Ms. Wolken Upon Roll Call Vote, the **Motion Carried Unanimously.**

**III. Approval of Minutes – April 7, 2021**

**IV. Public Participation**

None.

**V. Communications**

None.

**VI. New Business**

A. Discussion and Approval of Contract Award for County Highway Maintenance and ILEAS Roof Replacement Projects – Reifsteck & Reid Architecture. Dan Wakefield and Chuck Reifsteck of Reifsteck Reid Architecture explained the bid process. The intent was to allow bidders to bid on each roof or both to possibly bundle for a lower bid. 31 different companies were contacted with 10 of the 31 being interested on bidding on the projects. The companies were then narrowed down Industrial Services of Illinois, Inc. was selected for the Highway and Maintenance Facility and River City Roofing was selected to repair ILEAS. Chair Summers and Mr. Brenner thanked Mr. Wakefield and Mr. Reifsteck for their outreach and their

presentation. **Moved** by Mr. Goss to award the Contract Award for County Highway Maintenance and ILEAS Roof Replacement Projects; seconded by Ms. Taylor Upon Roll Call Vote, the **Motion Carried Unanimously**.

- B. Discussion and Approval of Hail Damaged HVAC Equipment Replacement Project Bid Documents – GHR Engineers. Mr. Brenner explained Bid specification documents and drawings were provided in the meeting packet. The project consists of replacement of hail damaged rooftop equipment at Brookens, JDC, Courthouse, and METCAD. Additionally, project will purchase and install hail guards on all HVAC equipment currently without. Upon approval, bids will be post tomorrow on GHR website, County’s web site. Ads are scheduled to run over the next three weeks in the News Gazette on Saturday’s and Sunday’s. GHR and Physical Plant will reach out to local and regional contractors to inform them of the project. Jim Gleason and Richard Van Note of GHR Engineers addressed the Committee about the process. All the sites were surveyed for work that needs to be done and units that need to be completely replaced. Sales representatives were consulted with to determine what equipment would be needed. Quotes were received to place hail guards on equipment to avoid future hail damage. The bid documents are in place if the Committee chooses to move forward. Minority and female contractors will be reached out to as a part of the bidding process. Mr. Summers asked approximately how many units were to the point that they were to old to get parts for and needed to be replaced. Somewhere around eighty percent of the units need to be completely replaced. Mr. Summers thanked GHR for their worked and expressed his hopes of contracting minorities. Upon Roll Call Vote, the **Bid Documents were Approved Unanimously**.
- C. Discussion and Approval of Courthouse Asphalt Shingle Replacement Project Bid Documents – Bailey Edward Architecture. Mr. Brenner went over the Bid specification documents and drawings were provided in the meeting packet. Project consists of the following work: Remove existing asphalt shingle system and underlayment completely down to roof deck, Remove existing flashing and copings where indicated on drawings, install roof underlayment, ice/water shield, and asphalt shingle system, install metal flashings and coping, and to replace damaged copper copings and valley flashings. Upon approval, bids will be post tomorrow on Bailey Edward website, County’s web site. Ads are scheduled to run over the next three weeks in the News Gazette on Saturday’s and Sunday’s. Bailey Edward and Physical Plant will reach out to local and regional contractors to inform them of our project. Bid opening is scheduled for June 4, 2021. Karla Smalley and Todd Higginbotham of Bailey Edward employed a drone to take high rise photographs. This enabled them to do a thorough job of determining the damage. Mr. Higginbotham explained the safety measure that will go into the project. Discussion followed. **Moved** by Mr. Harper to approve the bid documents; seconded by Ms. Taylor Upon Roll Call Vote, the **Motion Carried Unanimously**.

- D. Discussion of Approval of Satellite Jail HVAC Replacement Project Bid Documents – GHR Engineers. Mr. Brenner told the Committee that the project consists of removal of four air handling units and associated air-cooled condensing units. Four new air handlers will be installed in the same location. Two new air-cooled chillers will be installed on the roof. Existing high efficiency boilers will be removed and replaced with high efficiency condensing boilers. New mechanical penthouse will be constructed for new equipment. Installation of new control valves will be provided by controls contractor. Upon approval, bids will be post tomorrow on GR’s website, County’s web site. Ads are scheduled to run over the next three weeks in the News Gazette on Saturday’s and Sunday’s. GHR and Physical Plant will reach out to local and regional contractors to inform them of our project. Jim Gleason and Richard Van Note of GHR Engineers addressed the Committee about the process. This included discussion of upgrades to the equipment and the plan to phase the process to hinder the twenty-four-hour facility as little as possible. Mr. Van Note went on to discuss Alpha Controls ability to bring an energy incentive to AMEREN which will save \$98,186. In addition, more efficient boilers will create an incentive of \$23,250. These upgrades will create a 46% savings on the HVAC System for the year. Mr. Gleason spoke about how the upgrades will greatly reduce outages to the facility. **Moved** by Ms. Taylor to approve the bid documents; seconded by Ms. Lokshin Upon Roll Call Vote, the **Motion Carried Unanimously**.
- E. Discussion and Approval of Lease Agreement with the Urbana Park District for Space at Brookens. Mr. Brenner laid out the details of the lease agreement. The new lease is really five one-year lease agreements beginning June 1, 2021 thru May 31, 2026. Rent increase from FY2020 to FY 2021 to \$54,848.00. Each subsequent year of the lease, the rate will increase by whatever is the CPI is for the coming year, which is usually distributed in January of each calendar year. There is a opt out clause for both parties 120-days prior to end of each year’s agreement. The County pays all utilities. UPD is responsible for custodial support. Insurance provision was increased from 1 million per occurrence to 2 million per occurrence and from 2 million in aggregate to 4 million. State’s Attorney’s Office has read the proposed agreement and signed off on the document. UPD administration has verbally approved the proposed document and forwarded to their attorney. **Moved** by Mr. Goss to approve the Lease Agreement with the Urbana Park District for Space at Brookens; seconded by Ms. Taylor Upon Roll Call Vote, the **Motion Carried Unanimously**.
- F. Discussion of World War II Service Plaques recently refurbished and hung at Brookens. Chair Summers pointed to the pictures in the agenda packet stating how nice they looked. Mr. Brenner mentioned that the company did them for free.

**VII. Other Business**

Mr. Brenner shared with the Committee Included in your handout information was two-page document titled Physical Plant Maintenance and Construction Projects May 1, 2020 thru April 30, 2021. I was asked by the County Executive to put together a list of projects and special maintenance that was performed during this period. I shared a similar document with the Committee about this same time last year. I have provided this document to the Committee so that you may get a better idea of what our depart does on an annual basis. Al this is accomplished with 10- maintenance staff members and 12 custodians. Mr. Brenner and Mr. Summers praised the Custodial Staff for their efforts throughout the pandemic. Mr. Harper and Mr. Brenner had a short discussion about issues with the Downtown Jail doors.

**VIII. Presiding Officer's Report**

A. Future Meeting – **Tuesday, June 8, 2021 @ 6:30pm**

**IX. Designation of Items to be Placed on the Consent Agenda  
VI. A and E.**

**X. Adjournment**

The meeting adjourned at 7:10 P.M.

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue.

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# **PROJECT MANUAL**

## **ROOFING/COPING REPLACEMENT: BROOKENS ADMINISTRATIVE CENTER SALT DOME/BRINE SHED**

FOR

CHAMPAIGN COUNTY, ILLINOIS  
101 E. Main Street  
URBANA, ILLINOIS 61801

## **95% CONSTRUCTION DOCUMENTS**

Architect's Project # 20156

ITB # 2021-007

June 3, 2021

**Bailey Edward Design, Inc.**  
1103 S. Mattis Avenue  
Champaign, Illinois 61821  
217.363.3375

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SPECIFIER(S): Architectural: Todd Higginbotham, Bailey Edward Design, Inc.  
217.363.3375 Email: [thigginbotham@baileyedward.com](mailto:thigginbotham@baileyedward.com)

**INVITATION TO BID:**

1. **BROOKENS ADMINISTRATION CENTER ROOF REPLACEMENT**  
POD 300/400  
1776 E WASHINGTON ST, URBANA, IL 61802
2. **SALT DOME/ BRINE SHED SHINGLE REPLACEMENT**  
327 ART BARTELL RD, URBANA, IL 61802

Sealed bids for the Champaign County Roof Replacement Projects will be received by the Champaign County at the Brookens Administrative Center, 1776 East Washington Street, Urbana, IL 61802. Bids will be opened publicly.

Work generally includes but is not limited to the following:

Brookens Administration Center:

- Remove existing single ply roofing system completely down to roof deck.
- Remove existing flashing and copings where indicated on Drawings.
- Install EPDM single-ply roof system over rigid insulation.
- Install metal flashings and coping.

Salt Dome / Brine Shed

- Remove existing asphalt shingle system and underlayment completely down to roof deck.
- Remove existing flashing where indicated on Drawings.
- Install roof underlayment and asphalt shingle system.
- Install metal flashings.

Proposals must be submitted on the forms provided and shall contain no qualifications or interlineations. In submitting a bid, it is agreed that the bid may not be withdrawn for a period of thirty (30) days after Bid Date.

The Owner reserves the right to require from any bidder, prior to contract award, a detailed statement regarding the business and technical organization of the bidder that is available for the contemplated work, and a list of his proposed subcontractors. Information pertaining to financial resources may also be required.

A Bid Security in the form of a cashier's check, certified check, or acceptable bidder's surety bond, made payable to the Owner, in an amount that is not less than ten percent (10%) of the Bid proposal submitted, including all Alternates, shall accompany each Bid as a guarantee that: (1) the Bidder will not modify, withdraw or cancel the proposal for thirty (30) days after the bid date; and (2) the bidder, if awarded the contract, will promptly enter into a contract and execute such bonds and furnish such insurance certificates as may be required. Should the Bidder fail to honor these two (2) guarantees for any reason, the Owner shall total the damages and shall deduct the amount of such damages from the Bidder's Bid Security. Should the damages total less than the amount of the Bid Security, the difference shall be returned to the Bidder. However, all damages in excess of the Bid Security shall be borne by the Owner. Damages may include, but shall not be limited to, reasonable compensation for the Owner's additional time spent, additional Architect's fees, costs to the Owner for delays in completion of the Work based upon the Bidders proposed Contract Time and the Contract Time as Awarded including, but not limited to, interest expense and lost revenue, the difference between the Bidder's proposed Contract Sum and the Contract Sum as awarded and costs to re bid the Project should such action become necessary. Such bid securities will be returned to the unsuccessful bidders after execution of the Contract.

Sealed bids for the proposed work will be received up to the hour of 2:00 P.M. Central Daylight Time on Friday, July 9, 2021 at the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, IL 61802.

A pre-bid conference will be held in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, IL 61802, on Thursday, June 24, 2021 at 2:00pm CDT.

A complete set of documents will be available from Dean's Superior Blueprint, 404 E. University Ave., Champaign, IL 61820, [www.deansblueprint.com](http://www.deansblueprint.com), 217.359.3261.

Refundable Plan Deposit: \$75 for each set of bid documents. Two (2) sets maximum, Additional sets may be purchased without refund. For Electronic sets, contact Bailey Edward at 217.363.3375 or [collett@baileyedward.com](mailto:collett@baileyedward.com)

Plan deposits will be refunded in full upon the return of the Bid Documents, in good condition, within ten (10) days after the bid opening. The deposits of General Contractors, who do not submit a bonafide bid or do not return the Bid Documents within ten (10) days after the bid opening, will not be refunded.

Contractor and Subcontractors shall include in bids, the cost for the current prevailing wage (Illinois Prevailing Wage Act - 820 ILCS 130/0.01 et seq.). The Contractor shall ensure that any Subcontractors shall comply with the Illinois Prevailing Wage Act.

The Owner reserves the right to reject any or all bids, to waive any irregularities in the bidding, or to accept the bids that in their judgment will be for their best interest.

Once awarded the contract, the Contractor will furnish a satisfactory performance bond, execute the contract and proceed with the work. The Contractor shall indicate the amount of the performance bond on the bid form.

END OF SECTION 00 11 16

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

PART 1 - Section 00 21 13 – Instructions to Bidders

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.
  - 1. A copy of AIA Document A701-2018, "Instructions to Bidders," is bound in this Project Manual.
  
- B. AIA Document A201 "General Conditions" is hereby incorporated into the Procurement.
  - 1. A copy of AIA Document A201-2017 "General Conditions" is bound in this project manual.

END OF DOCUMENT 00 21 13



# AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

## Instructions to Bidders

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

Roofing/Coping Replacement  
Brookens Administrative Center  
Salt Dome / Brine Shed

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

Champaign County, IL  
1776 East Washington Street  
Urbana, IL 61802

**THE ARCHITECT:**  
*(Name, legal status, address, and other information)*

Bailey Edward Design, Inc.  
1103 S. Mattis Avenue  
Champaign, IL 61821  
Telephone Number: 217.363.3375

### TABLE OF ARTICLES

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- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

**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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612<sup>™</sup>–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount

of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

**§ 4.2.3** If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 4.2.4** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### **§ 4.3 Submission of Bids**

**§ 4.3.1** A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

**§ 4.3.2** Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

**§ 4.3.3** Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

**§ 4.3.4** The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**§ 4.3.5** A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### **§ 4.4 Modification or Withdrawal of Bid**

**§ 4.4.1** Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

**§ 4.4.2** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

**§ 4.4.3** After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

### § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*



# AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Roofing/Coping Replacement  
Brookens Administrative Center  
Salt Dome / Brine Shed

**THE OWNER:**

*(Name, legal status and address)*

Champaign County, Illinois  
1776 East Washington Street  
Urbana, IL 61802

**THE ARCHITECT:**

*(Name, legal status and address)*

Bailey Edward Design, Inc,  
1103 S. Mattis Avenue  
Champaign, IL 61821

**TABLE OF ARTICLES**

- 1 GENERAL PROVISIONS
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

**ADDITIONS AND DELETIONS:**

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

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

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

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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, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment 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.

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

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

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the 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.

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

## § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

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

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

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

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

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

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

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out 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 made necessary by such default, neglect, or failure. 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.

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### § 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 as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

### § 3.4 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.

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

**§ 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.

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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

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

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

**§ 3.7.3** If the Contractor performs Work 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 (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

### **§ 3.9 Superintendent**

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

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

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

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

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.13 Use of Site

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, 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, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. 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.

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

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

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

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

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

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

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

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

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

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

### **§ 5.3 Subcontractual Relations**

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

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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

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

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

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

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

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

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

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

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

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, 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 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

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

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

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

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

### **§ 8.2 Progress and Completion**

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

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

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

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

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

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

unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

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

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

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

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

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

### § 9.4 Certificates for Payment

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

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

## § 9.5 Decisions to Withhold Certification

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

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

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

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

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

## § 9.6 Progress Payments

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

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

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

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

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

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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

## § 9.10 Final Completion and Final Payment

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

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

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### § 10.3 Hazardous Materials and Substances

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

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

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

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

### § 10.4 Emergencies

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

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance 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.

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

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

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

### § 11.2 Owner's Insurance

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

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

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

### § 11.3 Waivers of Subrogation

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

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

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

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

### § 11.5 Adjustment and Settlement of Insured Loss

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

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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

## **§ 12.2 Correction of Work**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

## § 13.2 Successors and Assigns

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

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

## § 13.3 Rights and Remedies

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

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

## § 13.4 Tests and Inspections

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

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

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

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

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

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

## § 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.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

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

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

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

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

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

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

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

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

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

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

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

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

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

##### **§ 15.1.3 Notice of Claims**

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

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

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

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

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

#### **§ 15.1.5 Claims for Additional Cost**

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

#### **§ 15.1.6 Claims for Additional Time**

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

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

#### **§ 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 Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

### **§ 15.3 Mediation**

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

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

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

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

#### § 15.4 Arbitration

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

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

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

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

#### § 15.4.4 Consolidation or Joinder

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

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

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

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS  
Section 00 22 13 – Supplementary Instructions to Bidders

1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
  - 1. AIA Document A701 - 2018, "Instructions to Bidders" a copy of which is bound in this Project Manual.
  - 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add Section 2.1.7:
  - 1. 2.1.7 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
- B. Add Section 2.1.8:
  - 1. 2.1.8 - The Bidder is a properly licensed Contractor according to the laws and regulations of the local and state jurisdictions and meets qualifications indicated in the Procurement and Contracting Documents.
- C. Add Section 2.1.9:
  - 1. 2.1.9 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.4 ARTICLE 3 - BIDDING DOCUMENTS

- A. 3.4 - Addenda:
  - 1. Delete Section 3.4.3 and replace with the following:
    - a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.

2. Add Section 3.4.4.1:
  - a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
    - 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
    - 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.5 ARTICLE 4 - BIDDING PROCEDURES

- A. 4.1 - Preparation of Bids:
  1. Add Section 4.1.9:
    - a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
- B. 4.2 - Bid Security:
  1. Delete section 4.2.1 and replace with the following:
    - a. Each Bid shall be accompanied by a bid security in the form and amount required in the bid documents and noted in 00 41 06.
- C. 4.3 - Submission of Bids:
  1. Delete section 4.3.1 and replace with the following:
    - a. A Bidder shall submit paper copies its Bid, the bid security, and all other documents required by the bid documents.
  2. Add Section 4.3.2.1:
    - a. 4.3.2.1 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.
- D. 4.4 - Modification or Withdrawal of Bid:
  1. Add the following sections to 4.4.1:
    - a. 4.4.1.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the

power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.

- b. 4.4.1.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

## 1.6 ARTICLE 5 - CONSIDERATION OF BIDS

### A. 5.2 - Rejection of Bids:

#### 1. Add Section 5.2.1:

- a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Engineer's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

## 1.7 ARTICLE 6 – POST-BID INFORMATION

### A. 6.1 - Contractor's Qualification Statement:

#### 1. Add Section 6.1.1:

- a. 6.1.1 - Submit Contractor's Qualification Statement no later than five days after the bid submittal.

## 1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

### A. 7.1 - Bond Requirements:

#### 1. Add Section 7.1.1.1:

- a. 7.1.1.1 – A Performance Bond will be required, in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

- 1. Delete the first sentence of Section 7.2.1 and insert the following:
  - a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
- 2. Delete Section 7.2.3 and insert the following:
  - a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.9 ARTICLE 8 – ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

- A. The form of agreement between Owner and Contractor is included in specifications and is bound in this project manual.

1.10 ARTICLE 9 - EXECUTION OF THE CONTRACT

- A. Add Article 9:
  - 1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner, in such number of counterparts as Owner may require.
  - 2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
  - 3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner.
  - 4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 00 22 13

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS  
Section 00 22 44 - Additional Insurance Requirements

1.1 INSURANCE

The Contractor shall purchase and maintain insurance as required in the current edition of the Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, AIA Document A101 and the General Condition of the Contract for Construction, AIA Document A201 as modified by these specifications, AIA General Conditions and Supplements to the AIA General Conditions, Article 11

- A. All of the above documents shall be thoroughly studied prior to purchases of an insurance policy to cover the Project.
- B. While not limited to the following requirements, the requirements listed below are brought to the Contractors Specific attention.
  - 1) Champaign County, and the Architect/Engineer shall be named as additional insureds on the Commercial General Liability Policy and the Umbrella Liability Policy.
  - 2) Waivers of Subrogation are required for both Property Insurance and for Liability Insurance.

1.2 ADDITIONAL LIABILITY INSURANCE REQUIREMENTS

In addition to the liability insurance requirements noted in Paragraph 1.01 above, the following requirements also apply:

- A. The Contractor shall purchase and maintain a Commercial General Liability Policy which shall include the following coverage areas:
  - 1) Operations of the Contractor - direct liability coverage for the Contractors activities at a permanent location and the Project Site;
  - 2) Operations of Subcontractors - Liability coverage for those entities for which the Contractor has a duty to supervise and stand legally responsible for their conduct;
  - 3) Completed Operations - Liability for property damage and bodily injury and death that occurs after Substantial Completion;
  - 4) Personal Injury - Including but not limited to, libel, slander, defamation of character, wrongful eviction, right of private occupancy, false arrest and detention and other similar personal injuries;
  - 5) Employees as Additional Insured - Include employees and their acts into the coverage;
  - 6) Explosion, Collapse, Underground - Liability coverage for the property of others to include, but not limited to, unknown utilities; and
  - 7) Contractual Liability - coverage for the assumption of others by Contract.
- B. The Commercial General Liability Policy shall name Champaign County, the Architect, the Architect's Consultants, their agents and employees as additional insured.
- C. The Contractor shall purchase and maintain Workers Compensation and Employees Liability Insurance.
- D. The Contractor shall purchase and maintain commercial Automobile Liability Insurance. This policy shall cover Owned, Non-owned and Hired vehicles.
- E. The Contractor shall purchase and maintain Umbrella Liability Coverage to provide higher limits of

liability above those required for General Liability, Employers Liability and Automobile Liability.

- F. The Umbrella Liability Policy shall name Champaign County, the Architect, the Architect's Consultants, their agents and employees as additional insured.
- G. The Contractor shall purchase and maintain Owners Liability Insurance (Owners Protection Liability) which shall cover the Owners liability for all injuries and damages arising from the Project. This policy shall name the Architect and the Architect's Consultants, their agents and employees as additional insured.
- H. Liability limits shall be as specified herein or the maximum exposure as stated in the Government Tort Claims Acts as most recently amended, whichever is higher.
- I. The minimum amount of coverage and the limits of liability shall be as specified below:
  - 1) Claims under workers' or workman's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed:
    - a. As required by law.
  - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees:
    - a. \$1,000,000.00
  - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees:
    - a. \$ 500,000.00
  - 4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person:
    - a. \$1,000,000.00
  - 5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom:
    - a. \$ 500,000.00
  - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle:
    - a. \$1,000,000.00
  - 7) Claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18 of the General Conditions for the Contract for Construction as modified:
    - a. \$ 500,000.00

1.3 SUBMITTAL REQUIREMENTS

- A. Submit ACORD 25-S form along with the signed Agreement Between Owner and Contractor.
- B. Champaign County shall be listed as Certificate Holder.
- C. Include the following sentence under Special Items:

**"The Certificate Holder is Champaign County, Architect, Architect's Consultants, including their Agents and Employees are named as additional insured's in both the General and Umbrella Liability Policy. Waivers of Subrogation are in effect for both liability and property insurance policies."**

1.4 LOSS OF USE INSURANCE

- A. The Owner, at the Owners option, may purchase and maintain such insurance that will protect the Owner against the loss of use of this property.

END OF SECTION 00 22 44

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS  
Section 00 25 13 – Prebid Meeting

1.1 PREBID MEETING

- A. There will be a Prebid meeting as indicated below:
1. Meeting Date: Friday, June 25, 2021
  2. Meeting Time: 1:00 P.M. CDT.
  3. Location: Brookens Administrative Center, 1776 East Washington Street, Urbana, IL 61802, Lyle Shields Meeting Room.
- B. Bidder Questions: Submit written questions to be addressed at Prebid meeting a minimum of two business days prior to meeting.
- C. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
1. Procurement and Contracting Requirements:
    - a. Instructions to Bidders.
    - b. Bidder Qualifications.
    - c. Bonding.
    - d. Insurance.
    - e. Bid Form and Attachments.
    - f. Bid Submittal Requirements.
    - g. Notice of Award.
  2. Communication during Bidding Period:
    - a. Obtaining documents.
    - b. Bidder's Requests for Information.
    - c. Bidder's Substitution Request/Prior Approval Request.
    - d. Addenda.
  3. Contracting Requirements:
    - a. Agreement.
    - b. The General Conditions.
    - c. The Supplementary Conditions.
    - d. Other Owner requirements.
  4. Construction Documents:
    - a. Scopes of Work.
    - b. Temporary Facilities.
    - c. Use of Site.
    - d. Work Restrictions.
    - e. Unit Price.
    - f. Substitutions following award.

5. Schedule:
    - a. Project Schedule.
    - b. Contract Time.
    - c. Other Bidder Questions.
  6. Site/facility visit or walkthrough.
  7. Post-Meeting Addendum.
- D. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees of prebid meeting only. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF DOCUMENT 00 25 13

**RETURN WITH BID**

\_\_\_\_\_  
as Principal, and  
a corporation of the State of \_\_\_\_\_  
as Surety, are held and firmly bound unto the Champaign County the amount of ten percent (10%) of the amount of the base bid for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to this agreement.

Principal has submitted to Obligeo a bid to enter into a written contract, for

Project Number: \_\_\_\_\_ Division of Work: \_\_\_\_\_  
in accordance with bidding documents for the project, which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

THE CONDITION OF THIS OBLIGATION is that if Principal, upon acceptance by Obligeo of its bid within the period of time specified for acceptance, shall comply with all post award requirements as required by the terms of the bid within the time specified after date of the Notice of Award, or in the event of the failure to comply with all post award requirements, if Principal shall pay Obligeo (1) for all costs of procuring the work which exceeds the amount of its bid, or (2) shall pay Obligeo the amount of this bond as liquidated damages in the event Principal is a sole bidder and after an attempt to secure other bids by readvertising none can be obtained, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby agrees that its obligation shall not be impaired by any extensions of time for Obligeo's acceptance or compliance with post award requirements. Surety hereby waives notice of such extensions.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR  
BY \_\_\_\_\_  
SIGNATURE  
Title \_\_\_\_\_  
ATTEST:  
\_\_\_\_\_  
CORPORATE SECRETARY (Corporations only)

\_\_\_\_\_  
SURETY  
BY \_\_\_\_\_  
OFFICER OF THE SURETY  
Title \_\_\_\_\_

**JURAT (Notary's Statement Authenticating Signature)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

**(Insert Name of Attorney-In-Fact for SURETY)**

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Signature \_\_\_\_\_

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS  
Section 00 41 13 – Bid Form – Stipulated Sum (Single-Prime Contract)

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: Champaign County Roof Replacement  
Brookens Administration Center, Pod 300/400  
Salt Dome / Brine shed
- C. Project Location:  
1776 E. Washington St. Urbana, IL 61802  
327 Art Bartell Road, Urbana, IL 61802
- D. Owner: Champaign County

1.2 CERTIFICATIONS AND BID

- A. **Base Bid, Single-Prime (All Trades) Contract:** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Bailey Edward Design, Inc., 1103 S. Mattis Avenue, Champaign, IL 61821, and their consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Bid Package 1: Brookens Administrative Center:

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

Bid Package 2: Salt Dome/ Brine Shed

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

COMBINED BID OF BID PACKAGE 1 and BID PACKAGE 2 (Optional)

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

1.3 TIME OF COMPLETION

- A. Provided the contractor receives Notice to Proceed on or prior to July 27, 2021 the bidder agrees to be substantially complete with the Base Bid work on or before October 1, 2021.

1.4 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated \_\_\_\_\_.
2. Addendum No. 2, dated \_\_\_\_\_.

1.5 SUBMISSION OF BID

A. In submitting the Bid, the undersigned agree that this Proposal will not be withdrawn for a period of thirty (30) calendar days from the date of submission. It is understood the Owner reserves the right to reject any and all Bids and to waive informalities and irregularities.

1. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2021.
2. Submitted By : \_\_\_\_\_  
(Name of bidding firm or corporation).
3. Authorized Signature : \_\_\_\_\_  
(Handwritten signature).
4. Signed By : \_\_\_\_\_  
(Type or print name).
5. Title : \_\_\_\_\_  
(Owner/Partner/President/Vice President).
6. Witness By : \_\_\_\_\_  
(Handwritten signature).
7. Attest : \_\_\_\_\_  
(Handwritten signature).
8. By : \_\_\_\_\_  
(Type or print name).
9. Title : \_\_\_\_\_  
(Corporate Secretary or Assistant Secretary).
10. Street Address: \_\_\_\_\_.
11. City, State, Zip: \_\_\_\_\_.
12. Phone: \_\_\_\_\_.
13. License No.: \_\_\_\_\_.
14. Federal ID No. : \_\_\_\_\_

(Affix Corporate Seal Here).



C. PARTNERSHIP

The Partners are as follows (attach additional sheets if necessary):

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

The business address is: \_\_\_\_\_

D. INDIVIDUAL PROPRIETORSHIP

The business address is: \_\_\_\_\_

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

My home address is: \_\_\_\_\_

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

E. Under penalty of perjury \_\_\_\_\_

(Contractor's Name)

Certifies that \_\_\_\_\_ (FEIN / SSN)  
is its correct Federal Taxpayer Identification Number, or in the case of an individual or sole proprietorship, Social Security Number.

**NON-DISCRIMINATION STATEMENT**

The Contractor does not and will not engage in discriminatory practices; the Contractor does not and will not engage in discrimination because of race, sex, age, religion, national origin or sensory, mental, or physical handicap in hiring or firing; and the Contractor is, in fact, an equal opportunity employer.

**NON-COLLUSION STATEMENT**

- A. That the only persons or corporations interested with \_\_\_\_\_  
(Name of Bidder)  
in the delivery of the materials and/or services bid upon under the Contract other than its officers,  
directors, shareholders and employees are:

_____ Name	_____ Address

- B. That the said Bid is made without any connection or common interest in the profits with any other persons making any Bid or Proposal for said Work except as listed above.
- C. That this Contract is in all respects fair and entered into without collusion or fraud.
- D. That no employee or any officer of the Owner has any financial interest, directly or indirectly, in the award of this Bid to Bidder except as listed above.
- E. That the Bidder is not barred from bidding on this Contract as a result of violation of either Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of Chapter 38, Illinois Revised Statutes.
- F. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**NO DELINQUENT ILLINOIS TAXES STATEMENT**

The undersigned certifies that the Contractor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedure established by the appropriate Revenue Act; or the Contractor has entered into an agreement (2) with the Illinois Department of Revenue for the payment of all such taxes due and is in compliance with the agreement.

**FAMILIARITY WITH LAWS STATEMENT**

I, the undersigned, being duly sworn, do hereby state that \_\_\_\_\_  
(Company Name)  
is familiar with and will comply with all Federal, State and Local laws applicable to the Project, which include, but are not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

**PENDING AND UNCOMPLETED WORK**

I, the undersigned, being duly sworn, do hereby declare that the following is a true and correct statement relating to all uncompleted contracts of the undersigned for Federal, State, County, City and private work, including all subcontract work; and all pending low BIDS not yet awarded or rejected:

Total Projects Under Contract \_\_\_\_\_  
Total Projects with Pending Low Bids \_\_\_\_\_  
Total Value of Projects Under Contract and Pending Low Bids \_\_\_\_\_

\_\_\_\_\_  
(Affiant's Signature) (Print Name & Title)  
\_\_\_\_\_  
(Company Name)

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

**INSTRUCTIONS:** This affidavit is to be completely filled out and executed by the chief officer of the Bidder authorized to submit the affidavit. Attach written explanation where applicable.



- D. Notify the Owner within 10 days after receiving notice under paragraph A.3.b. above from an employee or otherwise receiving actual notice of such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted.
- F. Assist employees in selecting a course of action in the event drug counseling, treatment or rehabilitation is required and a trained referral team is in place.
- G. Make a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

If an individual, the Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Owner's contract.

The Contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:

- A. Take appropriate personnel action against such employee up to and including termination; and
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.

**Contractor:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNED and SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

DIVISION 0 - BIDDING & CONTRACT REQUIREMENT

Section 00 43 43 – Prevailing Rate of Wages

1. PREVAILING WAGE ACT

- 1.1 Pursuant to Illinois Compiled Statutes 820 ILCS 130/0.01 et seq., these specifications list on the following pages, the Illinois Department of Labor prevailing rate of wages for the county where the contract is being performed and for each craft or type of worker needed to execute the contract.
- 1.2 Contractor shall submit certified payrolls with monthly application for payment.
- 1.3 A Project Labor Agreement is required for this project.

END OF SECTION 00 43 43

## Champaign County Prevailing Wage Rates posted on 3/15/2021

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	BLD		32.49	33.74	1.5	1.5	2.0	2.0	7.25	17.72	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		24.25	25.25	1.5	1.5	2.0	2.0	9.00	7.40	0.00	0.50	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		33.14	34.80	1.5	1.5	2.0	2.0	8.60	15.80	0.00	0.88	
CARPENTER	All	BLD		37.11	39.36	1.5	1.5	2.0	1.5	8.90	15.25	0.00	0.70	
CARPENTER	All	HWY		37.85	39.60	1.5	1.5	2.0	2.0	8.90	16.20	0.00	0.67	
CEMENT MASON	All	BLD		34.16	36.66	1.5	1.5	2.0	2.0	9.85	11.05	0.00	0.50	
CEMENT MASON	All	HWY		35.20	37.20	1.5	1.5	2.0	2.0	9.85	11.55	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		32.13		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		43.83	48.21	1.5	1.5	2.0	2.0	7.25	10.92	0.00	0.66	
ELECTRONIC SYSTEM TECH	All	BLD		32.28	34.28	1.5	1.5	2.0	2.0	7.25	10.32	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
FENCE ERECTOR	All	ALL		34.34	36.24	1.5	1.5	2.0	2.0	11.59	13.02	0.00	1.11	
GLAZIER	All	BLD		36.51	38.51	1.5	1.5	2.0	2.0	6.45	11.45	0.00	0.68	
HEAT/FROST INSULATOR	All	BLD		32.85		1.5	1.5	2.0	2.0	7.99	13.24	0.00	0.35	0.50
IRON WORKER	All	ALL		34.34	36.24	1.5	1.5	2.0	2.0	11.59	13.02	0.00	1.11	
LABORER	All	BLD		29.99	31.24	1.5	1.5	2.0	2.0	7.25	17.72	0.00	0.80	
LABORER	All	HWY		32.59	33.59	1.5	1.5	2.0	2.0	7.25	17.80	0.00	0.80	
LATHER	All	BLD		37.11	39.36	1.5	1.5	2.0	2.0	8.90	15.25	0.00	0.70	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		32.13		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
MARBLE MASON	All	BLD		33.65		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	19.76	0.00	0.70	
MILLWRIGHT	All	HWY		36.40	38.15	1.5	1.5	2.0	2.0	8.90	20.52	0.00	0.67	
OPERATING ENGINEER	All	ALL	1	42.25	43.25	1.5	1.5	2.0	2.0	10.35	11.45	0.00	1.20	
OPERATING ENGINEER	All	ALL	2	27.15	43.25	1.5	1.5	2.0	2.0	10.35	11.45	0.00	1.20	
OPERATING ENGINEER	All	ALL	3	43.25	44.25	1.5	1.5	2.0	2.0	10.35	11.45	0.00	1.20	

PAINTER	All	ALL		36.11	37.61	1.5	1.5	2.0	2.0	9.85	6.38	0.00	0.60	
PAINTER - SIGNS	All	ALL		36.11	37.61	1.5	1.5	2.0	2.0	9.85	6.38	0.00	0.60	
PILEDRIIVER	All	BLD		38.11	40.36	1.5	1.5	2.0	2.0	8.90	15.25	0.00	0.70	
PILEDRIIVER	All	HWY		37.85	39.60	1.5	1.5	2.0	2.0	8.90	16.20	0.00	0.67	
PIPEFITTER	All	BLD		46.12	48.98	1.5	1.5	2.0	2.0	7.75	10.25	0.00	2.06	
PLASTERER	All	BLD		34.05	36.05	1.5	1.5	2.0	2.0	9.85	12.85	0.00	0.50	
PLUMBER	All	BLD		46.12	48.98	1.5	1.5	2.0	2.0	7.75	10.25	0.00	2.06	
ROOFER	All	BLD		34.18	37.18	1.5	1.5	2.0	2.0	9.64	8.65	0.00	0.36	
SHEETMETAL WORKER	All	BLD		38.63	40.88	1.5	1.5	2.0	2.0	9.45	15.75	0.00	0.52	1.92
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52	
STONE MASON	All	BLD		33.14	34.80	1.5	1.5	2.0	2.0	8.60	15.80	0.00	0.88	
TERRAZZO FINISHER	All	BLD		32.13		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
TERRAZZO MASON	All	BLD		33.65		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
TILE MASON	All	BLD		33.65		1.5	1.5	2.0	2.0	8.60	11.80	0.00	0.30	
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25	
TUCKPOINTER	All	BLD		33.14	34.80	1.5	1.5	2.0	2.0	8.60	15.80	0.00	0.88	

**Legend**

**Rg** Region

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

**C** Class

**Base** Base Wage Rate

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

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng Training**

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

Explanations CHAMPAIGN COUNTY

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

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four

axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If

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

#### LANDSCAPING

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

1. GENERAL

1.1 WORK INCLUDED

A. Contractor shall provide all labor and materials associated with the work of this section, including:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification:

1. **BROOKENS ADMINISTRATION CENTER ROOF REPLACEMENT**  
POD 300/400  
1776 E WASHINGTON ST, URBANA, IL 61802
2. **SALT DOME/ BRINE SHED SHINGLE REPLACEMENT**  
327 ART BARTELL RD, URBANA, IL 61802

B. Owner's Representative: Champaign County.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Base Scope: The base bid work includes removal and replacement of the existing asphalt roof system at the original building and addition. Existing sheet metal flashings and copings as indicated on Drawings to be removed and replaced. Hail damaged areas of copper copings and valley flashings to be replaced with like material.

2. PRODUCTS (NOT APPLICABLE)

3. EXECUTION (NOT APPLICABLE)

END OF SECTION 01 11 00

DIVISION 1 - GENERAL REQUIREMENTS  
Section 01 32 00 - Construction Schedule

1. GENERAL

1.1 REQUIREMENTS INCLUDE:

- A. The General Contractor shall prepare and maintain a detailed project schedule as described below.
- B. The project schedule shall be the Contractor's working schedule; used to execute the work and record and report actual progress. It shall show how the Contractor plans to complete the work within the contract time and meet any contractually specified intermediate milestone dates.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere:
  - 1. Section 01 11 00 - Project Summary
  - 2. Section 01 33 23 - Shop Drawings, Product Data and Samples

1.3 FORM OF SCHEDULE

- A. The schedule shall provide sufficient detail and clarity so that the General Contractor can plan and control the work and the Owner and the A/E can readily monitor and follow the progress of all portions of the work. The critical activities must be clearly shown. The degree of detail must be satisfactory to the A/E and the Owner.
- B. The project schedule shall be in the form of a Gantt chart, and shall indicate the critical path, including durations.

1.4 CONTENTS OF SCHEDULE

- A. The schedule must be inclusive of all installation tasks of the work.
- B. Submittal and approval of shop drawings and material samples as well as delivery dates of major equipment shall be included in the project schedule.
- C. Activity duration shall be in whole working days.
- D. There should be at least one activity for each specification section.

1.5 UPDATING

- A. The project schedule shall be updated monthly.
- B. Actual activity completion dates shall be reported and recorded on the schedule.
- C. Progress on uncompleted activities shall be reported.
- D. Projected completion dates and activities shall be reviewed and revised if necessary.

1.6 REPORTS AND SUBMITTALS

- A. Within 15 days of the Authorization to Proceed, the Contractor shall submit the project schedule to the A/E and the Owner.
- B. Five (5) days prior to the pay/progress meeting, the contractor shall submit the current updated schedule to the A/E and the Owner.

1.7 REVIEWS

- A. Payment and reduction of retainage may be denied by the Owner for failure to submit a proper schedule and maintaining work progress according to the project schedule.

2. PRODUCTS

(NOT APPLICABLE)

3. EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 32 00

DIVISION 1 - GENERAL REQUIREMENTS  
Section 01 33 23 - Shop Drawings, Product Data & Samples

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. The Sub-contractor shall make submittals to the General Contractor. The General Contractor shall maintain a master list of submittals.
- B. Submittals shall be complete and legible. Incomplete submittals will be returned and not reviewed.

1.2 GENERAL CONTRACTOR:

- A. Review Sub-contractor's submittals within 5 business days.
  - 1. Verify field dimensions.
  - 2. Verify compliance with Contract requirements.

1.3 RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. Submittal specific to each section are further outlined within the technical submittals as such within submittal package. Submittals deemed incomplete or not indication supplied by separate sub, shall be returned without review.

1.4 DEFINITIONS

- A. Shop drawings: Shop drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier or distributor, which illustrated some portion of the work, showing fabrication, layout, setting or erection details.
  - 1. Prepared by qualified detailer.
  - 2. Identify details by reference to sheet and detail numbers shown on contract drawings.
  - 3. Maximum sheet size: 30" x 42"
  - 4. Submit a maximum of (5) copies. Electronic copies of submittals are preferred.
- B. Product data:
  - 1. Manufacturer's standard schematic drawings edited to fit this project.
  - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
    - a. Clearly mark each copy to identify pertinent materials, products or models.
    - b. Show dimensions and clearances.
    - c. Show wiring diagrams and controls.
- C. Samples: Physical samples to illustrate materials, equipment or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.
  - 1. Office samples: Of sufficient size to clearly illustrate:
    - a. Functional characteristics of product or material.
    - b. Full range of color samples.
    - c. After review, samples may be used on construction of project.

2. Field samples and mock-ups:
  - a. Erect at project site at location approved by the Architect.
  - b. Construct each sample or mock-up complete, including work of all crafts required in finished work.
  - c. Remove as directed.

#### 1.5 SCHEDULE SUBMITTAL

- A. Submit schedule of all exhibits to Architect/Engineer within fifteen (15) business days after preconstruction meeting.

1. Prepare schedule in bar chart format, Include:

- a. Exhibit identification
- b. Specification section and page number
- c. Date of submittal to Architect/Engineer
- d. Latest date for final approval
- e. Fabrication time.
- f. Date of Installation

2. Architect/Engineer will review and comment on exhibit schedule and will advise the Contractor as to which submittals require longer review durations.

Submit number of copies of shop drawings, product data and samples which contractor requires for distribution plus (2) copies which will be retained by Architect/Engineer.

- B. Accompany submittals with transmittal letter, in duplicate, containing.

1. Date
2. Project title and number
3. Contractor's name and address.
4. The number of shop drawings, product data and samples submitted.
5. Notification of deviations from Contract.
6. Other pertinent data.

- C. Submittals shall include:

1. Date and revision
2. Project title and number
3. Name of:
  - a. Architect/ Engineer
  - b. Architect/ Engineer consultant
  - c. Subcontractor
  - d. Sub-subcontractor
  - e. Supplier
  - f. Manufacturer
  - g. Separate detailer when pertinent
4. Identification of product or material.
5. Relation to adjacent structure or material.
6. Field dimensions clearly identified as such.
7. Specification section and page number.

8. Specified standards, such as ASTM number or ANSI.
  9. A blank space, (5"x5"), for Architect/Engineer's stamp.
  10. Identification of previously approved deviation(s) from contract documents.
  11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract.
  12. Space for Contractor's approval stamp.
- D. Electronic Submittals: All submittals may be submitted electronically except for those specifically listing a requirement for paper submittals or physical samples. Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single file (pdf format) incorporating submittal requirements of a single Specification Section and transmittal form. Only complete submittals will be accepted.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g.; PROJNAME\_061000.01). Resubmittals shall include an alphabetic suffix after the decimal point (e.g.; PROJNAME\_061000.01A)
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Using Agency/ Architect/ Engineer.
  4. Transmittal Cover Sheet Form for Electronic Submittals: As described by the Architect and containing all information as indicated above for paper submittals.

#### 1.6 RESUBMISSION REQUIREMENTS

- A. Resubmit all shop drawings, product data, and samples as requested by the Contractor and/or A/E.

#### 1.7 RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission to the next level of authority. Review Subcontractor's submittals within five (5) business days. Certify review and transmit to Architect.
- B. Verify:
1. Field dimensions.
  2. Field construction criteria.
  3. Catalog numbers and similar data.
  4. Verify compliance with contract documents.
- C. Coordinate each submittal with requirements of:
1. The work.
  2. The contract documents.
  3. The work of other contractors.
  4. The existing conditions indicated to remain.
- D. Contractor's responsibility for errors, omissions or deviation from contract documents in submittals is not relieved by the Architect/Engineer's review of submittals.
- E. Prior to submission, notify the Architect/Engineer in writing of all proposed deviations in submittals from Contract requirements. Substitution of materials or equipment may only be approved by change order.
- F. Do not begin any work which requires submittals without Architect/Engineer's approval.

- G. After Architect/Engineer's review, make response required by A/E's stamp and distribute copies. Indicate by transmittal that copy of approved data has been delivered to installer.

1.8 ARCHITECT/ENGINEER'S RESPONSIBILITIES

- A. Review submittals within fourteen (14) calendar days.
- B. Review for:
  - 1. Design concept of project.
  - 2. Compliance with Contract Documents.
- C. Review all requests for proposed deviations.
- D. Affix stamp, date and initials or signature certifying review of submittal, and with instructions for the Contractor.
- E. Return submittals to sender for response or distribution.

2. PRODUCTS  
(NOT APPLICABLE)

3. EXECUTION  
(NOT APPLICABLE)

END OF SECTION 01 33 23

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. Each Contractor:

1. Coordinate work of employees 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, cut, move or remove existing construction to provide access or to allow remodeling and new work to proceed. Include:
  - a. Repair or remove hazardous or unsanitary conditions.
  - b. Remove abandoned piping, conduit and wiring.
  - c. Remove unsuitable or extraneous materials not marked for salvage, such as rotted wood, brick paving, rusted metals and deteriorated concrete.
5. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a neat transition to adjacent new or restored construction.
6. Note or record existing project conditions before beginning work to minimize later disputes.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 32 00 - Construction Schedules.
2. 01 51 50 - Use of Existing Facilities
3. 01 73 29 - Cutting & Patching
4. 01 74 13 - Construction Cleaning
5. 01 74 23 - Final Cleaning.

1.3 SEQUENCE AND SCHEDULES

- A. Submit separate detailed sub-schedule for alterations work, coordinated with Construction 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.

1.4 ALTERATIONS, CUTTING AND PROTECTION

- A. Cut finish surfaces by methods to terminate surfaces in a straight line at a natural point of division.

2. PRODUCTS (NOT USED)

### 3. EXECUTION

#### 3.1 REMOVE EXISTING CONSTRUCTION

##### A. Temporary Removals:

1. Remove all items as noted on the drawings or otherwise required to complete the work shown.
2. Store all items as noted on the drawings or otherwise required to complete the work shown.
3. Recondition all existing items as noted on the drawings or otherwise required to complete the work shown.
4. Reinstall all as noted on the drawings or otherwise required to complete the work shown.

##### B. Remove and dispose of existing items as noted on Drawings.

3.2 PERFORMANCE. Patch and extend existing work using skilled craftsmen capable of matching existing quality of workmanship. For patched or extended work, provide quality equal to that specified for new work.

#### 3.3 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.
2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
3. When existing surface cannot be matched, refinish entire surface to nearest intersections or change of direction.

#### 3.4 TRANSITION FROM EXISTING TO RESTORED WORK

A. When restored work abuts or finishes flush with existing work, make a smooth transition. Patched work shall match existing adjacent work in texture and appearance.

1. When finished surfaces are cut in such a way that a smooth transition with restored work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.

#### 3.5 CLEANING

A. Perform construction cleaning as specified in 01 74 13 and as follows:

1. Clean User occupied areas daily.
2. Clean all spillage, overspray or heavy dust collections in User 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 01 74 23 and return space to a condition suitable for use of User.

END OF SECTION 01 35 16

DIVISION 1 - GENERAL REQUIREMENTS  
Section - 01 51 50 - Use of Existing Facilities

1. GENERAL
  - 1.1 The project will be constructed at an occupied facility. These requirements supplement and other sections of the Project Manual.
  - 1.2 The Owner and public will continue use of Brookens through construction. Some limited closure or barricades are expected for portions of the work. Contractor is responsible for coordinating all closures with Champaign County and the Using Agency, as necessary.
  - 1.3 REQUIREMENTS INCLUDE - Contractor provide:
    - A. Scheduling
    - B. Security and site regulations
    - C. Entrances (if required)
    - D. Construction aids
    - E. Temporary enclosures and barriers
    - F. Fences
    - G. Temporary utilities
    - H. Construction Cleaning
    - I. Storage
    - J. Close-out
2. EXECUTION
  - 2.1 SCHEDULING
    - A. Schedule the work to allow the Owner to use the facility with as minimal impact as possible. Submit separate detailed subschedule showing:
      1. Staging of work and occupancy dates.
    - B. Schedule noisy or hazardous work to avoid problems with Owner's operations.
  - 2.2 SECURITY AND SITE REGULATIONS
    - A. Confer with the Owner's representative and obtain full knowledge of all site rules and regulations affecting work.
  - 2.3 ENTRANCES Public entrances shall remain open. Contractor shall provide overhead protection where indicated on Drawings to protect employees and general public. Contractor shall not be permitted day to day access into the building.
  - 2.4 CONSTRUCTION AIDS: Except as noted, Contractor provide and maintain construction aids and equipment for common use and to facilitate execution of the work.

- 2.5 TEMPORARY ENCLOSURES AND BARRIERS - Contractor:
- A. Provide temporary enclosures to separate work areas from existing parking and from areas occupied by Owner.
  - B. Provide and maintain suitable barriers to prevent unauthorized entry, and to protect the work.
- 2.6 TEMPORARY UTILITIES
- A. Contractor shall provide and pay for extension or modification of services to perform the work, and for restoration of services at completion of work.
- 2.7 ACCESS ROADS & PARKING AREAS
- A. Limit any loading of existing paved areas to 4000 p.s.i. maximum.
  - B. Use of existing parking facilities for construction personnel or for contractor's vehicles or equipment is not permitted.
  - C. Maintain roads, walks and parking areas in a sound, clean condition. Restore areas, damaged by construction operations, not in contract to original condition upon work completion prior to Final Acceptance.
  - D. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations or construction operations.
  - E. Coordinate any temporary construction vehicle entrance onto the property for deliveries or access with the Owner a minimum of (3) days prior to the necessity.
  - F. Equipment with bearing pressure above 4000 psi shall not be allowed on the grounds or paving.
- 2.8 TRAFFIC REGULATION Contractor provide traffic control and directional signs, mounted on barricades or standard posts:
- A. At each change of direction of a roadway and at parking areas.
  - B. Provide qualified and suitably equipped flaggers when construction operations encroach on traffic lanes, as required for traffic regulation.
  - C. Where contractor requires sidewalk closure to execute scope of work, permits and alternative access for pedestrians shall be provided in the work of this contract.
- 2.9 CONSTRUCTION CLEANING
- A. Each Contractor provide cleaning and disposal of waste materials, debris and rubbish during construction.
  - B. Coordinating Contractor to supervise and coordinate cleaning operations of all Assigned Contractors.
  - C. Each Contractor provide covered containers for deposit of waste materials, debris and rubbish.

2.10 STORAGE Make arrangements with Owner's Representative for any on-site storage of materials and equipment to be installed in project. Protection and security for stored materials and equipment is solely contractor's responsibility.

2.11 CLOSEOUT

- A. Upon completion of need to use existing user-provided facilities, or when directed by Architect/Engineer, restore each to original or specified condition.
- B. At completion of work in each area, provide final cleaning and return space to a condition suitable for use of Owner.

END OF SECTION 01 51 50

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor shall provide all labor and material to install and maintain construction aids and equipment for all personnel use and to facilitate execution of the work:
  - 1. Ladders, working platforms and Scaffolding/Fall Protection.
  - 2. Heavy Equipment.
  - 3. Temporary enclosures, electrical power & water services, etc.
  - 4. Construction Barriers, and dust/noise/fume separations.
  - 5. Platforms.
  - 6. Stairs.
  - 7. Power and hand tools.
- B. Each Contractor must comply with OSHA regulations as they relate to these construction aids and all applicable standards.
- C. See respective specification sections for particular requirements.
- D. Provide and maintain for own forces all other construction aids required to complete his work.
- E. Remove all construction aids upon completion of the work, or as directed.

1.2 RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. Section 01 10 00 - Project Summary.
  - 2. Section 01 51 00 - Temporary Utilities.
  - 3. Section 01 74 23 - Final Cleaning.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials may be new or used, suitable for purpose. Comply with specified codes, standards, and regulations.

2.2 CONSTRUCTION AIDS

- A. Maintain facilities and equipment in first class condition.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Consult with Architect and Owner, review site conditions and factors which affect construction procedures and construction aids, including adjacent occupied areas which may be affected by execution of the work.
- B. Coordinate with Owner for placement of barriers to maintain Owner operations, while protecting occupants from exposure to dust, noise, and fumes.

### 3.2 INSTALLATION

- A. Comply with respective Project Manual Specification Sections.
- B. Relocate construction aids as construction progresses to expedite storage or work and to accommodate legitimate requirements of the Owner and other contractors at the site.

### 3.3 REMOVAL:

- A. Completely remove temporary materials, equipment and services:
  - 1. When construction needs can be met by authorized use of permanent construction.
  - 2. At project completion.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore existing facilities used for temporary purposes to original condition.

END OF SECTION 01 54 00

DIVISION 1 – GENERAL REQUIREMENTS  
SECTION 01 56 00 - TEMPORARY BARRIERS AND ENCLOSURES

PART I - GENERAL

1.1 WORK INCLUDES

- A. Base Bid: Use of Barriers and Enclosures: The Contractor shall provide all labor and materials necessary to furnish, erect and maintain temporary barriers, barricades, enclosures, and temporary construction fencing as required for the following:
  - 1. To provide weather tight protection of building as roofing or deck is removed as part of the work in contract.
  - 2. To protect the health and safety of occupants and the general public from exposure to immediate physical harm as well as to noise, dust, and fumes. Note that this Section does not provide minimum requirements related to Indoor Air Quality.
  - 2. To protect new and pre-existing adjacent construction from exposure to physical damage, dust, dirt, and water.
  - 3. To provide security of valuable property.
  - 4. To protect trees and plants.

1.2 RELATED SECTIONS

- A. Section 01 54 00 - Construction Aids

PART 2 - PRODUCTS

2.1 GENERAL FABRICATION

- A. Substantial Construction: Barriers and enclosures shall be of adequately substantial construction to serve their purpose without failure throughout the duration of their use. Materials may be new or used, suitable for the intended purpose, but shall not violate requirements of applicable codes and standards.
- B. Rigid Fencing: The general public, as well as adjacent lawns and plantings, shall be protected from harm by the installation of continuous, durable, rigid fencing at the limit lines of each construction area.
- C. Tree Protection: Existing trees that are adjacent to a construction site shall be protected from damage by the installation of durable, rigid 6 foot high fencing at the drip line of each tree.
- D. Dust enclosures.

PART 3 - EXECUTION

3.1 BASIC REQUIREMENTS

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. Install barriers and enclosures so as to not create new hazards such as tripping or protrusions that might be a source of safety concern to pedestrians or passers by.
- C. Establish reasonable alternative access when necessary due to placement of barriers.

- D. Maintain barriers during entire construction period.
- E. Relocate barriers as required by progress of construction.

### 3.2 TREE AND PLANT PROTECTION REQUIREMENTS

- A. Preserve and protect existing trees and plants at site which are designed to remain, and those adjacent to site.
- B. Consult with the Owner for removal of agreed-on roots and branches which interfere with construction.
  - 1. Employ a qualified tree surgeon to remove, and to treat cuts.
- C. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants. The barriers shall be placed at the drip line of each tree.
- D. Protect root zones of trees and plants:
  - 1. Do not allow vehicular traffic or parking.
  - 2. Do not store materials or products.
  - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
  - 4. Prevent puddling or continuous running water.
- E. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- F. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations. Any damage and any necessary replacements will be evaluated by the Owner.

### 3.3 DUST ENCLOSURES

- A. Dust enclosures shall be continuous barriers with a rigid frame, made of clean materials, which will prevent dust from leaving work areas. Additionally, they may be required to resist noise and fumes as necessitated by contractors work plan.

### 3.4 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by the Architect.
- B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area.

END OF SECTION 01 56 00

1. GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for substitutions.

1.2 SUBSTITUTIONS

A. Base Bid shall be in accordance with the Contract Documents.

B. Substitution requests prior to bidding shall be submitted to Architect, in writing, a minimum of ten (10) days prior to bid date.

C. After the end of the bidding period, substitution requests will be considered only in case of:

1. Product unavailability
2. Other conditions beyond the control of the Contractor

D. Substitution Requests: Submit PDF electronic file of each request submitted for consideration. Identify product or fabrication or installation method to be replaced. Submit requests for substitutions on attached form. Submit a separate request form for each substitution. Include Specification Section number, title, and Drawing numbers and titles. Support each request with the following information:

1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
  - a. Product identification, including manufacturer's name and address.
  - b. Manufacturer's literature, identifying:
    - 1) Product description
    - 2) Reference standards
    - 3) Performance and test data
2. Itemized comparison of the proposed substitution with product specified, listing significant variations.
3. Data relating to changes in construction schedule.
4. Effects of substitution on separate contracts.
5. List of changes required in other work or products.
6. Accurate cost data comparing proposed substitution with product specified.
  - a. Amount of net change to Contract Sum
7. Designation of required license fees or royalties.
8. Designation of availability of maintenance services sources replacement materials.

E. Substitutions will not be considered for acceptance when:

1. A substitution is indicated or implied on shop drawings or product data submittals without a formal request from the Contractor.
2. Acceptance will require substantial revision of Contract Documents.
3. In judgment of the Architect, the substitution request does not include adequate information necessary for a complete evaluation.
4. Requested directly by a Subcontractor or supplier.

- F. Substitutions for Convenience: Not allowed
- G. Do not order or install substitute products without recommendation of the Architect and acceptance by the Owner/Using Agency.
- H. Architect will determine acceptability of proposed substitutions.
- I. No verbal or written approvals other than by Change Order will be valid.

### 1.3 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution the Contractor represents that:
  - 1. The proposed product has been investigated and it has been determined that it is equivalent, or superior, in all respects to the product specified.
  - 2. The same warranties or bonds will be provided for the substitute product as for the product specified.
  - 3. Coordination and installation of the accepted substitution into the Work will be accomplished and changes as may be required for the Work to be complete will be accomplished.
  - 4. Claims for additional costs caused by substitution which may subsequently become apparent will be waived by the Contractor.
  - 5. Complete cost data is attached and includes related costs under the Contract, but not:
    - a. Costs under separate contracts.
    - b. Architect's costs for redesign or revision of Contract Documents.

### 1.4 REQUEST FOR SUBSTITUTION FORM

- A. 01 62 04.1 – Substitution Request Form
- B. Substitutions will be considered only when the substitution form is completed and included with the request for substitution submittal and back-up data.

### 2. PRODUCTS

(NOT APPLICABLE)

### 3. EXECUTION

(NOT APPLICABLE)

END OF SECTION 01 62 04

REQUEST FOR SUBSTITUTION FORM

Note: Use separate form for each material, product, or equipment item.

Date: \_\_\_\_\_ Request No.: \_\_\_\_\_

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Name of material, product, or equipment item submitted as substitution:

\_\_\_\_\_

Name of material, product, or equipment item specified:

\_\_\_\_\_

Specification Section \_\_\_\_\_, Article \_\_\_\_\_, Paragraph \_\_\_\_\_

Qualities that differ from specified product or system: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Manufacturer/(Fabricator):

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, and Zip

(\_\_\_\_\_) \_\_\_\_\_  
Telephone

\_\_\_\_\_

Name of Vendor/Supplier

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, and Zip

( \_\_\_\_\_ )  
Telephone

Reason for requesting substitution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Substitution affects other materials or systems, such as dimensional revisions, redesign of structure, or modifications to other work:

\_\_\_\_\_ No

\_\_\_\_\_ Yes; describe requirements:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If substitution requires modifications to dimensions indicated on drawings, are such modifications clearly indicated on attached data?

\_\_\_\_\_ Yes

\_\_\_\_\_ No; if no, explain: \_\_\_\_\_

Substitution has an effect on construction schedule:

\_\_\_\_\_ No

\_\_\_\_\_ Yes; describe effect on schedule:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Savings or credit to Contract Amount for accepting substitute:

\_\_\_\_\_  
\_\_\_\_\_  
Written Amount \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
Amount in Figures

The attached data is furnished herewith for evaluation of the substitution:

Product Data \_\_\_\_\_, Drawings \_\_\_\_\_, Samples \_\_\_\_\_, Tests \_\_\_\_\_, Reports \_\_\_\_\_

Other Information \_\_\_\_\_

The undersigned hereby certifies:

1. The proposed substitution has been fully investigated and is equal or superior to specified product.
2. The same or better warranty will be furnished for proposed substitution as for specified material, product or equipment.
3. All changes in the work resulting from the use of this substitution, if approved, will be coordinated and completed in all respects and all costs, including, but not limited to, those for additional services rendered by the Architect are the responsibility of this Contractor at no additional cost to the Contract.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signed by

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip

**For Use by Architect:**

- Recommend
- Not Recommended
- Insufficient Data
- Recommend as Noted
- Received Too Late

**For Use by Owner:**

- Approved
- Not Approved
- Approved as Noted

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

END OF FORM

DIVISION 1 - GENERAL REQUIREMENTS  
Section - 01 66 00 - Storage & Protection

1. GENERAL

A. REQUIREMENTS INCLUDE

1. General Contractor make arrangements with Owner for storage of materials and equipment to be installed in project. Protection and security for stored materials and equipment, on and off site is solely contractor's responsibility.

B. OFF-SITE AUTHORIZATION. Payment for materials/equipment stored off-site will be permitted only on prior written authorization, proof of insurance is submitted, and the material is stored in an independent warehouse under the owner's name and paid for by the contractor.

C. SUBMITTALS.

1. In accordance with Section 01 33 23, submit:
  - a. Request for allocation of storage space.
  - b. List of materials and equipment to be stored.
  - c. Proposed location for storage.
  - d. Special storage requirements.
  - e. Schedule of anticipated storage dates.

2. PRODUCTS

A. PROTECTIVE MATERIALS

1. For duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental conditions.

3. EXECUTION

A. LOCATION

1. Where authorized by Owner.
2. Contractor will resolve conflicts in storage requirements of all subcontractors.

B. PROTECTION

1. Appropriate protection is required as necessary to maintain quality and intent of stored materials.

END OF SECTION 01 66 00

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Unless noted otherwise, each contractor shall:
1. Execute cutting (including excavating), filling or patching of work to:
    - a. Install specified work.
    - b. Remove samples of installed work specified for testing.
    - c. Remove and replace defective work.
  2. In addition, upon written instructions of Architect/Engineer:
    - a. Uncover work to provide for observation of covered work.
    - b. Remove samples of installed materials for testing.
    - c. Remove work to provide for alteration of existing work.
  3. Do not cut or alter work of another contractor without written consent of Architect/Engineer.

1.2 SUBMITTALS

- A. Prior to cutting which affects structural members or work of another contractor, submit written notice to Architect/Engineer requesting consent to proceed with cutting, including:
1. Project identification.
  2. Description of affected work.
  3. Necessity for cutting.
  4. Effect on other work, on structural integrity of project.
  5. Description of proposed work. Designate:
    - a. Scope of cutting and patching.
    - b. Contractor and Crafts to execute the work.
    - c. Products proposed to be used.
    - d. Extent of refinishing.
  6. Alternatives to cutting and patching.
  7. Designation of party responsible for cost of cutting and patching.
- B. Prior to cutting and patching done on instruction of Architect/ Engineer, submit cost estimate.
- C. When conditions of work, or schedule, indicate change of materials or methods, submit recommendation to Architect/Engineer, including:
1. Condition indicating change.
  2. Recommendation for alternative materials or methods.
  3. Submittals specified for substitutions.
- D. Submit written notice to Architect/Engineer, designating time work will be uncovered, to provide for observation.

### 1.3 PAYMENT FOR COSTS

- A. Costs caused by ill-timed or defective work, or work not conforming to contract documents, including costs for additional services of Architect/Engineer: Party responsible for ill-timed, rejected or non-conforming work.
- B. Work done on instructions of Architect/Engineer (by change order only), other than defective or non-conforming work: Owner

## 2. PRODUCTS

- 2.1 MATERIALS. For replacement of work removed: Comply with specifications for type of work to be performed.

## 3. EXECUTION

### 3.1 INSPECTION

- A. Inspect existing conditions of work, including elements subject to movement or damage during:
  - 1. Cutting and patching.
  - 2. Excavating and backfilling.
- B. After uncovering work, inspect conditions affecting installation of new products.

### 3.2 PREPARATION

- A. Prior to cutting:
  - 1. Provide shoring, bracing and support to maintain structural integrity of project.
  - 2. Provide protection for other portions of the project.
  - 3. Provide protection from elements.

### 3.3 PERFORMANCE

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances, finishes.
- B. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- C. Restore work which has been cut or removed; install new products to provide completed work in accord with contract documents.
- D. Refinish entire surfaces to provide an even finish.
- E. Continuous surfaces: To nearest intersection(s).
- F. Assembly: Entire refinishing.

END OF SECTION 01 73 29

DIVISION 1 - GENERAL REQUIREMENTS  
Section - 01 74 13 - Construction Cleaning

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor: Supervise and coordinate cleaning operations.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. Individual Specification Sections: specific cleaning for product or work.
2. Section 01 35 16 – Remodeling Project Procedures

2. PRODUCTS

2.1 EQUIPMENT

A. As designated in individual specification sections.

3. EXECUTION

3.1 CLEANING

A. As designated in individual specification sections.

3.2 DISPOSAL

- A. Maintain individual disposal units for sorting of debris for recycling and general disposal.
- B. Properly dispose of all contents of dumpsters off site in an environmentally friendly manner and in compliance with local, state and federal regulations.
- C. No burning of debris or materials is acceptable on site.
- D. All hazardous materials shall be disposed of off-site in an EPA approved facility.

END OF SECTION 01 74 13

DIVISION 1 - GENERAL REQUIREMENTS  
Section - 01 74 23 - Final Cleaning

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor: Provide final cleaning:

1. At completion of work, or at such other times as directed by the Contractor, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.

1.1 RELATED REQUIREMENTS

A. Specified elsewhere:

1. Section 01 74 13 - Construction Cleaning.

2. PRODUCTS

- 2.1 All products shall be environmentally friendly "Green" cleaning products.

3. EXECUTION

3.1 FINAL CLEANING

A. Employ experienced workmen for final cleaning.

B. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from sight-exposed finished surfaces; polish surfaces so designated to specified finish.

1. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed surfaces, and of concealed spaces to ensure performance.

C. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.

D. Contractor soft broom clean all exposed concrete surfaces clean; other paved areas with soft or stiff broom as directed. Rake clean other surfaces on grounds.

E. Contractor to replace air handling filters if units were not protected during construction and shown to have construction dust/debris.

F. Contractor maintain finally cleaned areas until project, or designated portion thereof, is accepted by A/E.

END OF SECTION 01 74 23

DIVISION 1 - GENERAL REQUIREMENTS  
Section - 01 78 36 - Warranties & Bonds

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Each Contractor shall warrant their work in accordance with the Standard Documents for Construction. In addition, the following Warranties and Bonds shall be provided as specified.
- B. Champaign County will be the designated agent during the warranty period.

2. PRODUCTS

- A. Warranties and Bonds. Include the following:
  - 1. Warranty and/or bond.
  - 2. List of circumstances and conditions that would affect validity of warranty or bond.

3. EXECUTION (NOT APPLICABLE)

END OF SECTION 01 78 36

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Contractor shall provide all labor, materials, equipment and supplies necessary.
  - 1. Demolition and removal of selected portions of building as noted on the drawings and as required to complete the work shown on the drawings.

1.2 RELATED SECTIONS

- A. Drawings.
- B. General provisions of the contract including General and Supplemental Conditions.
- C. Division 01 Specifications.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and returned to owner or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Using Agency/University cleaned and ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, clean and prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property for dust control and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.

4. Coordination on the use of elevator and stairs.
  5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- D. Pre-demolition Photographs or Video: Submit before Work begins.
1. Any damage not documented as pre-existing will be repaired by contractor.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.
- F. Closeout Submittals
1. Inventory: Submit a list of items that have been removed and salvaged

## 1.5 QUALITY ASSURANCE

- A. Pre-demolition Conference: Conduct conference at Project site.
1. Inspect and discuss condition of construction to be selectively demolished.
  2. Review structural load limitations of existing structure.
  3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  5. Review areas where existing construction is to remain and requires protection.

## 1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- F. Warranty: Existing Warranties. Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.
- G. If any suspected hazardous materials are encountered do not disturb; immediately notify Architect and Owner.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- C. Call the Fire Department and notify the Owner if the following systems will be disabled/ restricted at any time during construction/ renovation.
  - 1. Fire Alarm.
  - 2. Fire Suppression.
  - 3. Emergency exit and evacuation.
- D. Any construction/renovation that creates excessive dust (i.e. demolition of plaster, drywall, or flooring) must use dust barriers and negative pressure ventilation.
- E. Any construction/renovation that involves temporary loss of power or ventilation must be coordinated/scheduled with the Facility Manager and will be discussed and determined at the pre-construction meeting.
- F. Any construction/ renovation that creates excessive noise (i.e. jack hammering, use of power saws, power drills,) must be coordinated/ scheduled with the Facility Manager or Using Agency, which will be determined at the pre-construction meeting.
- G. Any construction/ renovation that breaches/ penetrates the building envelope (roof, window, and wall) must be protected from water damage and subsequent mold growth.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner and Architect do not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Verify hazardous materials have been remediated prior to proceeding with building demolition operations.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL/PLUMBING SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- D. Remove temporary barricades and protections where/when hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-

suppression devices during flame-cutting operations and for two (2) hours after operations cease.

4. Maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Unless otherwise indicated, demolition waste becomes the property of the Contractor.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, returned to Owner, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

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. Glass-fiber-reinforced asphalt shingles.
  - 2. Underlayment materials.
- B. Related Requirements:
  - 1. Section 07 62 00 – Flashing and Sheet Metal

1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D1079 for definitions of terms related to roofing Work in this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference:
  - 1. Contractor shall arrange conference at project site. Contractor, installation contractor project manager and site foreman, and Architect shall be in attendance.

1.5 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Asphalt shingles.
  - 2. Underlayment materials.
  - 3. Asphalt roofing cement.
  - 4. Elastomeric flashing sealant.
- B. Samples: For each exposed product and for each color and blend specified, in sizes indicated.
  - 1. Asphalt Shingles: Full size.
  - 2. Ridge and Hip Cap Shingles: Full size.

C. Samples for Verification: For the following products, in sizes indicated:

1. Asphalt Shingles: Full size for each type of shingle specified.
2. Ridge and Hip Cap Shingles: Full size.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each type of asphalt shingle and underlayment product indicated, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Research Reports: For synthetic underlayment, from ICC-ES, indicating that product is suitable for intended use under applicable building codes.
- D. Sample Warranty: For manufacturer's materials warranty.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For asphalt shingles to include in maintenance manuals.
- B. Materials warranties.
- C. Roofing Installer's warranty.

#### 1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Asphalt Shingles: 100 sq. ft. (9.3 sq. m) of each type and in each color and blend, in unbroken bundles.

#### 1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized installer who is trained and approved by manufacturer.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.
- B. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double-stack rolls.
- C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing Work is not in progress.

- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

#### 1.11 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related Work to be performed in accordance with manufacturer's written instructions and warranty requirements.
  - 1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

#### 1.12 WARRANTY

- A. Materials Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Manufacturing defects.
  - 2. Materials Warranty Period: 25 years from date of Substantial Completion, prorated, with first three years non-prorated.
  - 3. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to 130 mph (58 m/s) for fifteen (15) years from date of Substantial Completion.
  - 4. Workmanship Warranty Period: Two years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 SOURCE LIMITATIONS

- A. Obtain each type of product from single source from single manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
- B. Wind Resistance: Provide asphalt shingles that comply with requirements of ASTM D3161/D3161M, Class F, and with ASTM D7158/D7158M, Class H.

## 2.3 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D3462/D3462M, laminated, multi-ply overlay construction; glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
  - 1. GAF "Timberline Ultra, Heather Blend"
  - 2. Substitutions in accordance with 01 62 04 - Substitutions
  - 3. Algae Resistance: Granules resist algae discoloration.
  - 4. Color and Blends: Match Architect's samples.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

## 2.4 UNDERLAYMENT MATERIALS

- A. Organic Felt: Asphalt-saturated organic felts, nonperforated and complying with the following:
  - 1. ASTM D226/D226M: Type I.
- B. Water Barrier/Ice Dam Membrane:
  - 1. Provide self-adhering, composite rubberized asphalt with polyethylene film water barrier membrane with the following general standards:
    - a. minimum thickness: 40 MILS
    - b. Tensile strength: 250 PSI
    - c. Elongation – ultimate failure of rubberized asphalt: 250%
    - d. Pliability – 180 degrees F. bend (1" mandrel at -25 degrees F.): unaffected.
    - e. Adhesion to plywood (lb/inch width): 3.0 minimum.
    - f. Extend water barrier/ice dam membrane so it extends 4'-0" beyond outside face of exterior masonry walls.
  - 2. Provide at roof edge metal flashings tight with fascia boards and ridge, hip, and valley areas as indicated on Drawings. Weather lap joints 2" (50 MM) and seal with plastic cement.

## 2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.
- B. Elastomeric Flashing Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant; of class and use classifications required to seal joints and remain watertight; recommended in writing by manufacturer for installation of flashing systems.
- C. Roofing Nails: ASTM F1667, hot-dip galvanized-steel wire shingle nails, 11 gage minimum 0.120-inch- (3-mm-) diameter, sharp-pointed, with a 3/8" diameter flat head and of sufficient length to provide total penetration 3/4 inch (19 mm) into solid wood decking.
  - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- D. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch- (25-mm-) minimum diameter.

1. Provide with minimum 0.0134-inch- (0.34-mm-) thick metal cap, 0.010-inch- (0.25-mm-) thick power-driven metal cap, or 0.035-inch- (0.89-mm-) thick plastic cap; and with minimum 0.083-inch- (2.11-mm-) thick ring shank or 0.091-inch- (2.31-mm-) thick smooth shank of length to penetrate at least 3/4 inch (19 mm) into roof sheathing or to penetrate through roof sheathing less than 3/4 inch (19 mm) thick.

## 2.6 METAL FLASHING AND TRIM – See Section 07 62 00

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
  2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through asphalt shingles.
  3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Remove all existing roofing down to the roof deck.
- B. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections.
- C. Cover with sheet metal, all holes over 1 inch (25mm) in diameter, cracks over 1/2 inch (12mm) in width, loose knots and excessively resinous areas.
- D. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

#### 3.3 INSTALLATION OF UNDERLAYMENTS General:

1. Install using methods in accordance with manufacturer's recommendations and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- B. Eaves:

1. install ice/water shield up the slope from eaves edge a full 36 inches (914mm) or to at least 24 inches (610 mm) beyond the interior "warm wall" (whichever length is greatest). Lap ends 6 inches (152mm) and bond.

C. Hips and Ridges:

1. Install ice/water barrier along entire lengths.

D. Roof Deck Protection:

1. Install one layer of roofing felt over the entire area not protected by ice/water shield at the eaves or valley. Install sheets horizontally so water sheds and nail in place.
2. On roofs sloped at more than 4:12, lap horizontal edges at least 2 inches (51mm) and at least 2 inches (51mm) over eaves protection membrane.
3. Lap ends at least 4 inches (102 mm). Stagger end laps of each layer at least 36 inches (914 mm).
4. Lap roofing felt over ice/water shield in valley at least 6 inches (152mm).

E. Penetrations:

1. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
2. Vertical walls: Install eaves protection membrane extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
3. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

### 3.4 INSTALLATION OF STARTER SHINGLES

A. General:

1. Install in accordance with manufacturer's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
2. Refer to application instructions for the selected starter strip shingles.

B. Placement and Nailing:

1. For maximum wind resistance along rakes & eaves, install any starter strip containing sealant or cement shingles to underlayment and each other in a 4" (102mm) width of asphalt plastic roof cement.
2. Place starter strip shingles 1/4" – 3/4" (6 – 19mm) over eave and rake edges to provide drip edge.
3. Nail approximately 1-1/2" – 3" (38 – 76mm) above the butt edge of the shingle.
4. Rake starter course should overlap eave edge starter strip at least 3" (76mm).

### 3.5 INSTALLATION OF SHINGLES

A. General:

1. Install in accordance with manufacturer's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
  2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
  3. Handle carefully in hot weather to avoid scuffing the surfacing or damaging the shingle edges.
- B. Placement and Nailing: Secure with 4, 5, or 6 nails per shingle per manufacturer's application instructions or local codes
1. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
  2. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
  3. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
- C. Penetrations
1. All Penetrations are to be flashed according to manufacturer, ARMA and NRCA application instructions and construction details.

### 3.6 INSTALLATION OF METAL FLASHING AND TRIM

- A. Install metal flashings and trim to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."

### 3.7 PROTECTION

- A. Protect installed products from foot traffic until completion of the project.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

END OF SECTION 07 31 13

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. Coordinating Contractor shall provide all labor, materials, equipment and supplies for:
  - 1. Fully adhered ethylene-propylene-diene-terpolymer (EPDM) roofing system.
  - 2. Roof insulation.
  - 3. Cover board.
  - 4. Walkways.

1.2 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Coordinating Contractor shall arrange conference at project site concurrent with Pre-Construction Meeting. General Contractor, installation contractor, project manager, site foreman, and Architect shall be in attendance. If the work impacts other trades, a representative from those contractors shall also be in attendance.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. For insulation and roof system component fasteners.
  - 2. Roof system components.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
  - 1. Layout and thickness of insulation.
  - 2. Base flashings and membrane terminations.
  - 3. Flashing details at penetrations.
  - 4. Tapered insulation, thickness, and slopes.
  - 5. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples: For the following products:
  - 1. Roof membrane and flashings.
  - 2. Walkway pads.
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.
- E. Roof System Manufacturer's Sample Warranty

#### 1.4 INFORMATIONAL SUBMITTALS

##### A. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  - A. Submit evidence of complying with performance requirements.
2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

##### B. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.

##### C. Research reports.

##### D. Field Test Reports:

1. Concrete internal relative humidity test reports.
2. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

##### E. Field quality-control reports.

##### F. Sample warranties.

#### 1.5 CLOSEOUT SUBMITTALS

##### A. Maintenance data.

##### B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

#### 1.6 QUALITY ASSURANCE

##### A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.

##### B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer (if required by manufacturer) to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

#### 1.7 WARRANTY

##### A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Warranty Period: **20** years non-prorated from Date of Substantial Completion.

- B. Contractor's Warranty: Two (2) years on workmanship, non-prorated.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
- B. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D 3746, ASTM D 4272, or the Resistance to Foot Traffic Test in FM Approvals 4470.
- C. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- D. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.
- E. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897 (Basic wind speed – 90 MPH per ACSE):
  - 1. Zone 1 (Roof Area Field): 21 lbf/sq. ft.
  - 2. Zone 2 (Roof Area Perimeter): 36.2 lbf/sq. ft.
    - A. Location: From roof edge to 5.7' inside roof edge.
  - 3. Zone 3 (Roof Area Corners): 54.6 lbf/sq. ft.
    - A. Location: 56'-8" x 110'-8" in each direction from building corner.
- F. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system and shall be listed in SPRI's Directory of Roof Assemblies for roof assembly identical for that specified for this Project.
  - 1. Wind Uplift Load Capacity: 105 psf

### 2.2 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

- A. EPDM Sheet: ASTM D 4637/D 4637M, Type II, scrim or fabric internally reinforced.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - A. Firestone Building Products.
    - B. GenFlex Roofing Systems.
    - C. Johns Manville; a Berkshire Hathaway company.
    - D. Carlisle Roofing Systems
    - E. Versico Roofing Systems.

2. Thickness: 60 mils (1.5 mm) nominal.
3. Exposed Face Color: Black.
4. All accessories shall be by membrane manufacturer.

### 2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
  1. Adhesive and Sealants: 250 grams/liter, or comply with VOC limits of State and local Authorities; whichever is lower.
- B. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.
- C. Protection Sheet: Epichlorohydrin or neoprene nonreinforced flexible sheet, 55 to 60 mils (1.4 to 1.5 mm) thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.
- D. Slip Sheet: Manufacturer's standard, of thickness required for application.
- E. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- F. Bonding Adhesive: Manufacturer's standard.
- G. Modified Asphaltic Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard modified asphalt, asbestos-free, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- H. Water-Based, Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard water-based, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- I. Low-Rise, Urethane, Fabric-Backed Membrane Adhesive: Roof system manufacturer's standard spray-applied, low-rise, two-component urethane adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- J. Seaming Material: Single-component, butyl splicing adhesive and splice cleaner.
- K. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- L. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- M. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- N. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.

- O. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.
  - 1. Provide white flashing accessories for white EPDM membrane roofing.

## 2.4 ROOF INSULATION

- A. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2 felt or glass-fiber mat facer on both major surfaces.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - A. Atlas EPS; a Division of Atlas Roofing Corporation.
    - B. Atlas Roofing Corporation.
    - C. Carlisle SynTec Incorporated.
    - D. Dyplast Products.
    - E. Firestone Building Products.
    - F. Flex Membrane International Corp.
    - G. GAF.
    - H. Hunter Panels.
    - I. Insulfoam; Carlisle Construction Materials Company.
    - J. Johns Manville; a Berkshire Hathaway company.
    - K. Rmax, Inc.
  - 2. Size: 48 by 48 inches
  - 3. Thickness:
    - A. Base Layer: 1-1/2 inches
    - B. Upper Layer: 1-1/2 inches.
- B. Tapered Insulation: Provide factory-tapered insulation boards.
  - 1. Material: Match roof insulation.
  - 2. Minimum Thickness: 1/4 inch.
  - 3. Slope:
    - A. Roof Field: 1/4 inch per foot (1:48) unless otherwise indicated on Drawings.
    - B. Saddles and Crickets: 1/2 inch per foot (1:24) unless otherwise indicated on Drawings.

## 2.5 INSULATION ACCESSORIES

- A. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- B. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:

1. Modified asphaltic, asbestos-free, cold-applied adhesive.
2. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.
3. Full-spread, spray-applied, low-rise, two-component urethane adhesive.

C. Cover Board: ASTM C 1325, fiber-mat-reinforced cementitious board, 1/2-inch thick.

## 2.6 WALKWAYS

A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads, approximately 3/16 inch (5 mm) thick and acceptable to roofing system manufacturer.

1. Size: Approximately 36 by 60 inches (914 by 1524 mm).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
1. Verify that concrete substrate is visibly dry and free of moisture, and that minimum concrete internal relative humidity is not more than 75 percent, or as recommended by roofing system manufacturer when tested according to ASTM F 2170.
  2. Verify that joints in precast concrete roof decks have been grouted flush with top of concrete.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.

### 3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions and SPRI's Directory of Roof Assemblies assembly requirements.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roof membrane and auxiliary materials to tie into existing roofing to maintain weathertightness of transition.

### 3.4 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.

- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Concrete Decks:
  - 1. Install base layer of insulation with joints staggered not less than 24 inches (610 mm) in adjacent rows.
    - A. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
    - B. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - C. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
    - D. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
    - E. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
    - F. Adhere base layer of insulation to vapor retarder according to SPRI's Directory of Roof Assemblies for specified Windstorm Resistance Classification as follows:
      - 1) Set insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
      - 2) Set insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
  - 2. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than 12 inches (305 mm) from previous layer of insulation.
    - A. Staggered end joints within each layer not less than 24 inches (305 mm) in adjacent rows.
    - B. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - C. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
    - D. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
    - E. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
    - F. Adhere each layer of insulation to substrate using adhesive according to SPRI's Directory of Roof Assemblies as follows:
      - 1) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
      - 2) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

### 3.5 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction.
  - 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - 2. At internal roof drains, conform to slope of drain sump.

- A. Trim cover board so that water flow is unrestricted.
- 3. Cut and fit cover board tight to nailers, projections, and penetrations.
- 4. Loosely lay cover board over substrate.
- 5. Adhere cover board to substrate using adhesive according to SPRI's Directory of Roof Assemblies for specified Windstorm Resistance Classification, as follows:
  - A. Set cover board in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F (14 deg C) of equiviscous temperature.
  - B. Set cover board in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
  - C. Set cover board in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- B. Install slip sheet over cover board and immediately beneath roofing.

### 3.6 ADHERED ROOFING INSTALLATION

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions and SPRI's Directory of Roof Assemblies assembly requirements.
- B. Unroll membrane roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. Hot Roofing Asphalt: Apply a solid mopping of hot roofing asphalt to substrate at temperature and rate required by manufacturer, and install fabric-backed roofing. Do not apply to splice area of roof membrane.
- G. Fabric-Backed Roof Membrane Adhesive: Apply to substrate at rate required by manufacturer and install fabric-backed roof membrane.
- H. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- I. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- J. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.
  - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  - 2. Apply lap sealant and seal exposed edges of roofing terminations.
  - 3. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.

- K. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
  - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- L. Factory-Applied Seam Tape Installation: Clean and prime surface to receive tape.
  - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- M. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.
- N. Adhere protection sheet over roof membrane at locations indicated.

### 3.7 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### 3.8 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
  - 1. Install flexible walkways at the following locations:
    - A. Perimeter of each rooftop unit.
    - B. Between each rooftop unit location, creating a continuous path connecting rooftop unit locations.
    - C. Between each roof hatch and each rooftop unit location or path connecting rooftop unit locations.
    - D. Top and bottom of each roof access ladder.
    - E. Between each roof access ladder and each rooftop unit location or path connecting rooftop unit locations.
    - F. Locations indicated on Drawings.
    - G. As required by roof membrane manufacturer's warranty requirements.

2. Provide 6-inch (76-mm) clearance between adjoining pads.
3. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

### 3.9 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07 53 23

PART 1 - GENERAL

1.1 WORK INCLUDES:

- A. Base Bid:
  - 1. General Contractor shall provide all labor and materials for:
    - a. Flashing and sheet metal as indicated on Drawings and specified herein at the Courthouse Addition.

1.2 RELATED WORK:

- A. Specified elsewhere:
  - 1. Section 07 31 13 – Asphalt Shingles
  - 2. Section 07 53 23 – Ethylene-Propylene-Diene-Monomer (EPDM) Roofing

1.3 QUALITY ASSURANCE

- A. Use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. In addition to complying with pertinent codes and regulations, comply with pertinent recommendations contained in the current edition of “Architectural Sheet Metal Manual” published by the Sheet Metal and Air Conditioning Contractors National Association (SMACNA).
- D. Standard commercial items may be used for flashing, trim, reglets, and similar purposes provided such items meet or exceed the quality standards specified.

1.4 SUBMITTALS

- A. Submit:
  - 2. Product data:
    - a. Materials list of items proposed to be provided under this Section.
    - b. Manufacturer’s specifications and other data needed to prove compliance with the specified requirements.
    - c. Manufacturer’s recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the work.
  - 3. Shop drawings:
    - a. In sufficient detail to show fabrication, installation, anchorage, and interface of the work of this section with the work of adjacent trades.

1.5 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

- a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
  - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
  - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: 10 years from date of substantial completion

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install copings and roof edge flashings tested in accordance with ANSI/SPRI/FM 4435/ES-1.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  1. Temperature Change: 120 deg F ambient;

### 2.2 SHEET METAL

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
  1. Aluminum: .040" thick
- C. Coping:: Fabricate from the following materials:
  1. Aluminum: .040" thick
- D. Drip Edges: Fabricate from the following materials:
  1. Aluminum: .040" thick
- E. Eave, Rake, Ridge Flashing: Fabricate from the following materials:
  1. Aluminum: .040" thick

## 2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
- B. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F ; and complying with physical requirements of ASTM D226/D226M for Type I and Type II felts.
- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Atlas Molded Products; a Division of Atlas Roofing Corporation.
  - 2. Intertape Polymer Group.
  - 3. Kirsch Building Products, LLC.
  - 4. SDP Advanced Polymer Products Inc.
- D. Self-Adhering, High-Temperature Sheet Underlayment: Minimum 30 mils (0.76 mm) thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer in accordance with underlayment manufacturer's written instructions.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Carlisle WIP Products; a brand of Carlisle Construction Materials.
    - b. GCP Applied Technologies Inc.
    - c. Henry Company.
    - d. Metal-Fab Manufacturing, a Drexel Metals Company.
    - e. Owens Corning.
    - f. Polyglass U.S.A., Inc.
    - g. Protecto Wrap Company.
    - h. SDP Advanced Polymer Products Inc.
  - 2. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F (29 deg C) or lower.
- E. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum.

## 2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- G. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.
- H. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the contractor subject to the approval of the Architect.

## 2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
  4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
  1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
  2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.

- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- G. Seams:
  - 1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
  - 2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

### PART 3 - EXECUTION

#### 3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

#### 3.2 WORKMANSHIP

- A. General:
  - 1. Form sheet metal accurately and to the dimensions and shapes required, finishing molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit and soldering securely.
  - 2. Unless otherwise specifically permitted by the Architect, turn exposed edges back 1/2 inch.
- B. Form, fabricate, and install sheet metal so as to adequately provide for expansion and contraction in the finished work.
- C. Weatherproofing:
  - 1. Finish watertight and weather tight where so required.
  - 2. Make lock seam work flat and true to line.
  - 3. Where lap seams are not soldered, lap according to pitch, in no case less than three (3) inches.
  - 4. Make flat and lap seams in the direction of flow.
- D. Joints:
  - 1. Join parts with stainless steel sheet metal screws where necessary for strength and stiffness.
- E. Nailing:
  - 1. Whenever possible, secure metal by means of clips or cleats, without nailing through the exterior metal.

2. In general, space nails, rivets, and screws not more than eight (8) inches apart and, where exposed to the weather, use stainless steel or neoprene washers.
  3. For nailing into concrete, use drilled plugholes and plugs.
- F. Separate dissimilar metals from each other by painting each metal surface in area of contact with a heavy application of bituminous coating, or by other permanent separation as recommended by manufacturers of dissimilar metals.
- G. Installation of Aluminum Items:
1. Where aluminum flashing is shown with contact to non-ferrous or ferrous metal, wood or cementitious materials, apply 15-mil bituminous coating or heavy trowel coating of roofing cement on substrate or as back-coating on flashing.
  2. Provide form flat-lock seams with epoxy seam sealer or other permanent sealer recommended by aluminum manufacturer except at expansion joints.
  3. Clean exposed aluminum surfaces of every substance, which is visible or might cause corrosion of metal or deterioration of finish.
- 3.3 EMBEDMENT
- A. Embed metal in connection with roofs in a solid bead of sealant, using materials and methods approved in advance by the Architect/Engineer.
- 3.4 TESTS
- A. Upon request of the Architect/Engineer, demonstrate by hose or standing water that the flashing and sheet metal are completely watertight.

END OF SECTION 07 62 00

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LAND LEASE  
FOR PRIVATELY OWNED PROPERTY  
BETWEEN  
CHAMPAIGN COUNTY  
AND  
THE UNITED STATES OF AMERICA

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1. This **LEASE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2021,

by:               **Champaign County**  
address:       **1776 East Washington Street**  
                  **Urbana, Illinois 61802**

and whose interest in the property is that of the owner, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Lessee.

In consideration for RENT the parties promise and agree as follows:

2. **PROPERTY:** The Lessor leases to the Lessee the following described property located at 2001 East Main Street, Urbana, Illinois:

A tract or parcel of land situated in the County of Champaign, State of Illinois, more particularly described as follows:

Beginning at the intersection of the South right-of-way line of East Main Street in the City of Urbana, Illinois with the East line of Section 16, Township 19 North, Range 9 East of the 3<sup>rd</sup> Principal Meridian; thence West 470 feet along the South right-of-way line of East Main Street to a point; thence South parallel with the East section line of said Section 16 a distance of 550 feet to a point; thence East parallel with the South right-of-way line of East Main Street to a point in the East line of Section 16; thence North along said Section line a distance of 550 feet to the point of beginning, containing 5.94 acres, more or less;

as shown in Exhibit "A", attached and made a part of this agreement, to be used for the Lessee's purposes.

3. **LEASE TERM:** The Lessee shall have the right to have and to hold the said premises, or any portion thereof, for the period beginning **1 April 2020 through 31 March 2021**. The Lessee shall have the right to renew this lease from year to year or for a lesser period of time, under the same terms, conditions and consideration provided herein. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current term, provided further that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If the Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from Lessee, at the end of the current lease term. **This lease shall in no event extend beyond 21 March 2025.**

4. **RENTAL:**

a. The Lessee shall pay the Owner rent at the following rate: **Forty-Four Thousand Seven Hundred and Thirty Dollars (\$44,730.00), at the rate of Three Thousand Seven Hundred Twenty-Seven Dollars and Fifty Cents (\$3,727.50)** per calendar month in arrears. Rent for a lesser period shall be prorated. All payments by the Government under the terms of this lease shall be made payable to Champaign County, 1776 East Washington Street, Urbana, IL 61802 via electronic funds transfer (reference General Clause 21 hereof) by 88<sup>th</sup> Regional Support Command (RSC): ATTN: AFRC-SSC-DPW, 60 South O Street, Ft. McCoy, WI 54656.

b. The Lessee shall pay the Owner a one-time lump sum payment of \$2,662.50 to reimburse in arrears the monthly rental increase of \$177.50 per month for the period of 1 April 2020 through 30 June 2021.

5. **OWNERSHIP:** The Lessor warrants that he is the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease to the property, the lease shall terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to **refund all rentals paid.**

6. **EXCLUSIVE USE:** The Lessor shall not interfere with or restrict the Lessee, or its representatives in the use and enjoyment of the leased property, nor shall the Lessor erect any fence, wall, partition or any construction upon the leased, property except as otherwise agreed to in writing by the Lessee.

7. **TERMINATION:**

a. The Lessee may terminate this lease at any time in whole or in part, by giving at least **sixty (60) days** notice in writing to the Lessor and no rental shall be due for payment after the effective date of termination. Said notice shall be the day after the date of mailing, or hand delivery. The monthly rental shall be adjusted in proportion with the reduction of space on a

Partial Termination and shall be calculated pro rata unit of measure for the remaining lease area premises.

b. Termination in whole or in part shall be effective upon written notice, however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

c. The Lessor has no termination rights.

8. **ALTERATIONS/RESTORATION/RELEASE OF LIABILITY:** The Lessee shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the property hereby leased, which fixtures, additions, or structures, so placed in, upon or attached to the said property shall be and remain the property of the Lessee and may be removed or left in place at the option of the Lessee. The Lessee shall surrender possession of the property upon the expiration or termination of this lease. The Lessor hereby releases and forever discharges the Lessee, its officers, employees and/or contractors from any and all liability, claims or demands for site restoration of the leased premises.

9. **DAMAGES:** The Lessee shall not be responsible for combat or war related damages to the lease property; the Lessee shall be liable only for damage resulting from negligence or misconduct of Lessee personnel. The Lessee shall not be liable for any loss, destruction or damage to the premises beyond the control and without the fault of negligence of the Lessee, including, but not limited to acts of nature, fire, lightning, floods, or severe weather. The parties agree that any settlement of damages by the Lessee if any, shall be done at termination of the lease and shall be subject to the availability of funds.

10. **TAXES:** The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease or which may be assessed against the property. This includes registration of the lease and payment of related charges.

11. **NOTICE:** Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

Champaign County  
ATTN: Facilities Director  
1776 East Washington Street  
Urbana, Illinois 61802

and if given by the Lessor shall be addressed to the Lessee at:

USACE  
ATTN: CELRL-REM  
Room 137  
P. O. Box 59  
Louisville, Kentucky 40201-0059

12. **LESSOR'S SUCCESSORS:** The terms and provisions of this lease and the conditions shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

13. **COVENANT AGAINST CONTINGENT FEES:** The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

14. **OFFICIALS NOT TO BENEFIT:** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

15. **GRATUITIES:**

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of

the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

16. **EXAMINATION OF RECORDS:** The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this lease.

17. **MODIFICATION:** No Change or modification of this lease shall be effective unless it is in writing and signed by both parties to this lease.

18. **DISPUTES:**

(a) This lease is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

(c) "Claim", as used in this clause, means a written demand or written assertion by one of the lease parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by the following paragraph. A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to a liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Lessor, shall be made in writing and, unless otherwise stated in this lease, submitted within 6 years after accrual of the claim to the Chief, Real Estate Division for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Chief, Real Estate Division.

(2) (i) The Lessor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessor.”

(3) The certification may be executed by any person duly authorized to bind the Lessor with respect to the claim.

(e) For Lessor claims of \$100,000 or less, the Chief, Real Estate Division must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor certified claims over \$100,000, the Chief, Real Estate Division must, within 60 days, decide the claim or notify the Lessor of the date of which the decisions will be made.

(f) The Chief, Real Estate Division decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) If the claim by the Lessor is submitted to the Chief, Real Estate Division or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use alternate dispute resolution (ADR). If the Lessor refuses an offer for ADR, the Lessor shall inform the Chief, Real Estate Division, in writing, of the Lessor’s specific reasons for rejecting the offer.

(h) The Government Shall pay interest on the amount found due and unpaid from (1) the date the Chief, Real Estate Division receives the claim (certified if required) or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date the Chief, Real Estate Division initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Chief, Real Estate Division receives the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Lessor shall proceed diligently with performance of this lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease and comply with any decision of the Chief, Real Estate Division.

19. **SPECIAL CONDITIONS**: Structures which exist on the property and were constructed by the Lessee under the previous Land Lease (DA-11-032-ENG-6866) shall remain property of the Lessee and may be removed or left in place at the option of the Lessee upon termination of this Lease.

20. **PROCUREMENT AUTHORITY**: The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in and are chargeable to Procurement Authority Number quoted below, the available balance of which is sufficient to cover cost of same:

FY21 - 021 208010D21 131R79QLEA 2320 S.0069738.18.277 021001

FY20 - 021 208010D20 131R79QLEA 2320 S.0069738.18.277 021001 \$1,065.00

**IN WITNESS WHEREOF**, the parties have subscribed their names as of the date first above written.

**LESSOR:**

**CHAMPAIGN COUNTY**

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Darlene Kloeppel, County Executive

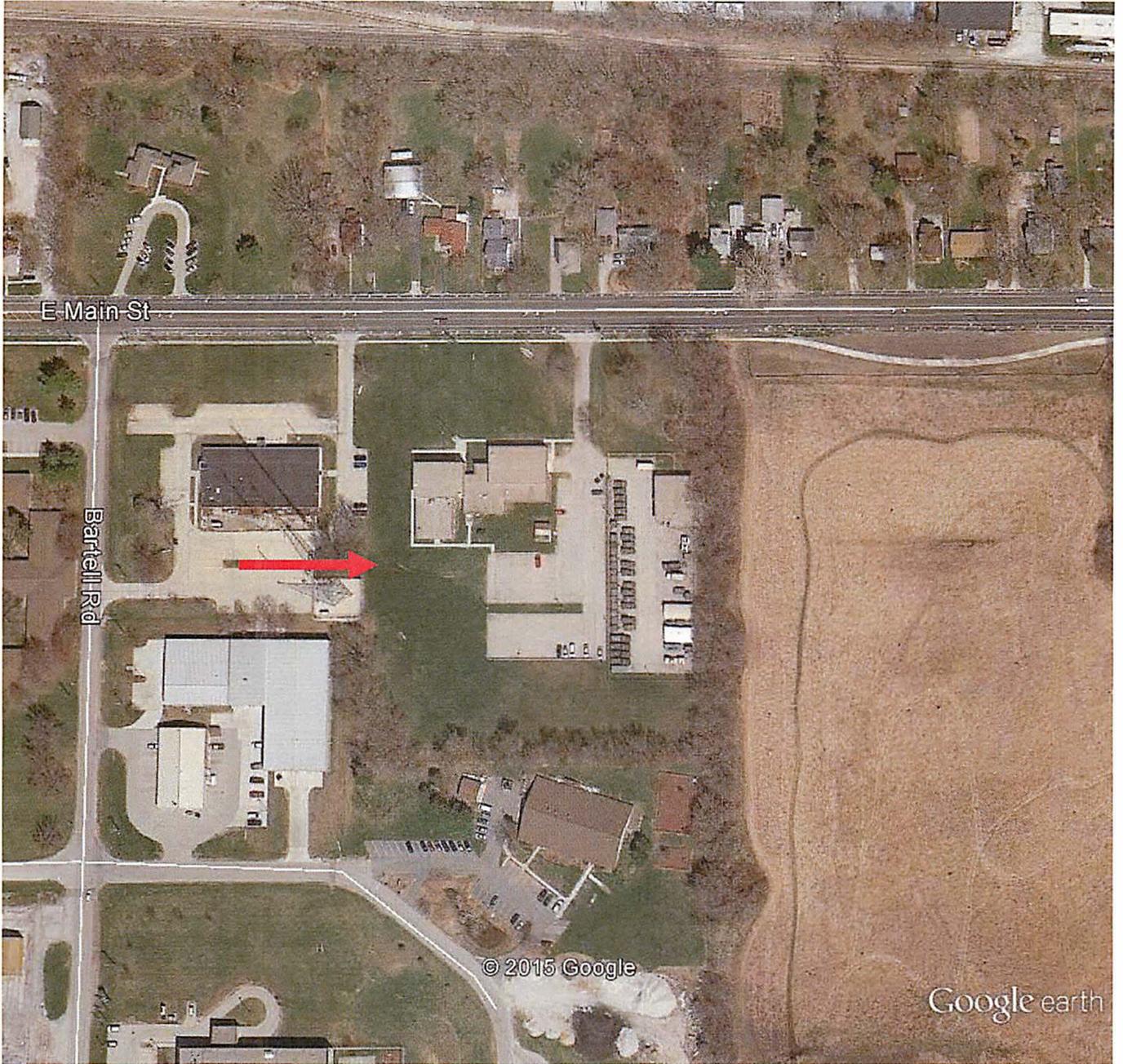
**THE UNITED STATES OF AMERICA**

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Jackie L. Preston  
Chief, Military Branch

LEASE NO. DACA27-5-20-371  
SUPERSEDING LEASE NO. DACA27-5-15-278  
URBANA, IL USARC  
EXHIBIT A

2001 EAST MAIN STREET  
URBANA, ILLINOIS



**LEASE NO. DACA27-5-20-371  
 SUPERSEDING LEASE NO. DACA27-5-15-278  
 URBANA, IL USARC  
 EXHIBIT A**

<p style="text-align: center;">CORPS OF ENGINEERS</p>	<p style="text-align: center;">U.S. ARMY</p>	<div style="text-align: center;"> </div>	<p style="text-align: center;">T 19 N</p>								
<p style="text-align: center;"><b>TRACT REGISTER</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">TRACT NO.</th> <th style="width: 10%;">LAND OWNER</th> <th style="width: 10%;">ACQUISITION DATE</th> <th style="width: 10%;">REMARKS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		TRACT NO.	LAND OWNER	ACQUISITION DATE	REMARKS					<p style="text-align: center;"><b>PROJECT MAP</b></p> <p style="text-align: center;">DEPT. OF THE ARMY</p> <p style="text-align: center;">LOADS BEING U.S. ARMY BELONGING</p>	
TRACT NO.	LAND OWNER	ACQUISITION DATE	REMARKS								
<p style="text-align: center;"><b>LOCATION OF PROJECT</b></p> <p>STATE: ILLINOIS</p> <p>COUNTY: MONTGOMERY</p> <p>DIVISION: NORTH CENTRAL</p> <p>POSTAL OFFICE: URBANA, ILL. 61502</p> <p>ARMY AREA: FT. BELLEVILLE, MISSOURI</p> <p>S. JAMES E. OF URBANA</p>		<p style="text-align: center;"><b>TRANSPORTATION FACILITIES</b></p> <p>RAILROADS: I.C.</p> <p>STATE ROADS: I-55</p> <p>FEDERAL ROADS: I-55</p> <p>AIR LINES: I-55</p>									
<p style="text-align: center;"><b>ACQUISITION</b></p> <p>TOTAL ACRES ACQUIRED: 5.34</p> <p>BY: I.C.</p> <p>PUBLIC COMPANY: I.C.</p> <p>USE FROM OTHER TRACT: I.C.</p> <p>TRANSFER: I.C.</p> <p>LEASE: I.C.</p> <p>LEASE INTEREST: I.C.</p>		<p style="text-align: center;"><b>DISPOSAL</b></p> <p>TOTAL ACRES DISPOSED OF: I.C.</p> <p>BY: I.C.</p> <p>PUBLIC COMPANY: I.C.</p> <p>USE FROM OTHER TRACT: I.C.</p> <p>TRANSFER: I.C.</p> <p>LEASE TERMINATED: I.C.</p> <p>LEASE INTEREST TERM: I.C.</p> <p>REMARKS: I.C.</p>									
<p style="text-align: center;"><b>LEGEND</b></p> <p>RESERVATION LINE (Area Reserved)</p> <p>TRACT BOUNDARY LINE</p> <p>CONDUIT LINE</p> <p>DISPOSAL</p> <p>EXTENDED OWNERSHIP LINE</p>		<p style="text-align: center;"><b>ACQUISITION AUTHORIZATION</b></p> <p>THIS MAP IS TO BE USED FOR THE PURPOSES OF THE PROJECT DESCRIBED IN THE ACQUISITION AUTHORIZATION.</p> <p>DATE: 1/15/1980</p> <p>BY: [Signature]</p>									
<p style="text-align: center;"><b>STATE INDEX</b></p>		<p style="text-align: center;"><b>VICINITY MAP</b></p>									
<p style="text-align: center;"><b>U.S. ARMY</b></p> <p style="text-align: center;"><b>RESERVE CENTER</b></p> <p style="text-align: center;"><b>CHAMPAIGN, ILLINOIS</b></p> <p style="text-align: center;"><b>MILITARY RESERVATION</b></p>		<p style="text-align: center;"><b>AUDITED</b></p> <p>DATE: 1/15/1980</p> <p>BY: [Signature]</p>									

## **1.DEFINITIONS (SEP 1999) (VARIATION) – 552.270-4:**

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

(a) "Casualty" means, but is not limited to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism.

(b) "Commencement Date" means the first day of the term.

(c) "Common area" means "that part of the premises provided, designated, and maintained by the Lessor for the common use of all tenants; including but not limited to, private streets and driveways, curbs, parking areas, service alleys, loading areas, retaining walls, sidewalks, landscaping, lighting, hallways, restrooms, stairwells, and elevators."

(d) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.

(e) "Contracting Officer" or "Government" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Government acting within the limits of their authority as delegated by the Government.

(f) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.

(g) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.

(h) "Effective Date" means the date on which the lease is signed by the Government.

(i) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:

(1) acts of God or of the public enemy,

(2) acts of the United States of America in either its sovereign or contractual capacity,

(3) acts of another contractor in the performance of a contract with the Government,

(4) fires,

(5) floods,

(6) epidemics,

(7) quarantine restrictions,

(8) strikes,

(9) freight embargoes,

(10) unusually severe weather, or

(11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.

(j) "Lessee" means "Government."

(k) "Lessor" means "Owner" or the sub-Lessor if this lease is a sublease.

(l) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's Expense.

(m) "Notice". Unless otherwise stated or in case of an emergency or threat to health, safety, and security, "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused, attempted delivery or marked "undeliverable."

(n) "Premises" means the space described on the U.S. Government Lease for Real Property lease form.

(o) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

(p) "Usable square feet" means the usable office area or the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

(q) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

**2. ALTERATIONS:** The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect additions, structures or signs in or upon the premises hereby leased. *Upon Government request*, the Lessor shall be required to obtain bids for the said work and to provide the bids to the Government. Any work to be performed through the Lessor will be implemented by supplemental agreement. The Government's portion of the expense will be paid on a reimbursable basis. Such fixtures, additions, or structures shall be and remain the property of the Government, and may be removed prior to the expiration or termination of this lease or abandoned in place.

In order to make the alterations stated above, the Government may, from time to time, request Lessor to provide up to three independent bids to carry out such alterations. In that event, Lessor specifically agrees that he shall obtain, within 30 days and upon written request by the Government, the required number of bids to make alterations permitted under the terms of this lease. The Lessor further agrees to complete requested work within 90 days of written request to proceed. The Government agrees to pay, upon completion and acceptance of the work, the cost of alterations based upon the lowest reasonable bid plus a management fee. For alteration costs of \$10,000 or less, the Government agrees to pay a management fee of 10% of the total cost of alterations. For alteration costs in excess of \$10,000 and up to \$100,000, the Government agrees to pay a management fee of 10% on the first \$10,000, and 5% on additional amounts in excess of \$10,000 and up to \$100,000. For alteration costs in excess of \$100,000, the Government agrees to pay a management fee of 10% on the first \$10,000, 5% on additional amounts in excess of \$10,000 and up to \$100,000, and 3% on additional amounts exceeding \$100,000. Management fees for alterations exceeding \$500,000 shall be separately negotiated. In the event Lessor fails to provide the requested bids or fails to comply with any other term listed above within the allotted times, the Government will withhold rent and shall be entitled to terminate this lease or to pursue the same remedies against Lessor as it could pursue in the event of a breach of the lease by the Lessor.

The proposal, including all subcontractor work, will contain at least the following details:

- (1) Material quantities and unit costs,
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed),
- (3) Equipment costs,
- (4) Overhead, and profit.

**3. RESTORATION:** The Lessor may, upon no less than ten (10) days written notice to the Government before termination or expiration of the lease, request restoration of the leased premises. The Government **shall not** restore the premises, either physically or by payment

in lieu thereof, for damages as a result of reasonable ordinary wear and tear, the elements or circumstances over which the Government has no control, or alterations, or damages thereto, which the Government installed at its expense or the Lessor installed and was reimbursed by the Government through payment thereof. In the event restoration is necessary as provided above, prior to the expiration or termination of this lease, or a reasonable time thereafter, the Government shall, at its sole election, either,

(1) Restore the premises to the same condition as that existing at the time of entering into the lease, or,

(2) Make appropriate settlement to the Lessor representing either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount.

**4. DAMAGES:** The Lessee shall be liable only for damages resulting from negligence or misconduct of Lessee's personnel. The Lessee shall not be liable for any loss, destruction or damages to the premises beyond the control and without the fault or negligence of the Lessee, including but not restricted to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism. The parties agree that settlement of damages by the Lessee, if any, shall be done at termination of the lease. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

**5. WARRANTY:** The Lessor certifies the mechanical equipment building systems, and the utilities to be in good serviceable and operating condition.

**6. HAZARDOUS TOXIC WASTES:**

a. The Lessor represents and certifies as part of the terms of this Lease that the site, building, and building space which are being leased to the Government, to the best of their knowledge, are not properties or structures with known or potential environmental contamination including asbestos, radon, or hazardous or toxic materials/substances/wastes and such substances have not been used on the said premises. This certification is a material representation of fact upon which the Government relies when entering into the lease. If it is later determined that environmental contamination is present, the Government reserves the right to require the Lessor, at no cost to the Government, to (1) remove such properties or structures or contaminated materials, substances, or wastes contained therein and restore the premises to the

satisfaction of the Government, or (2) to take the necessary action to mitigate the hazardous or toxic waste condition or other environmental contamination, in accordance with local, state, and Federal laws, or (3) in the alternative, the Government, at its option, may terminate the lease effective upon notification without any penalty whatsoever. In addition to the rights under (1), (2), and (3) above, if it is determined that the Lessor has made a willful misrepresentation, the Lessor shall also be responsible for all costs and expenses of relocating to another location in the event the Government in its discretion determines it necessary to relocate to other premises.

b. The Lessor shall immediately notify the Government of any hazardous or toxic conditions or other environmental contamination in any part of the leased premises upon obtaining knowledge of the same.

#### **7. CHANGE OF OWNERSHIP:**

a. If, during the term of this lease, including any renewals or extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, assignment, or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany such notification:

(1) A copy of the deed or other appropriate instrument transferring title or sufficient interest to lease to the property from the transferor to the new owner.

(2) The new owner's tax identification or social security number.

b. The foregoing information must be received not later than twenty (20) days after the effective date of transfer of title. In any instance, failure to submit the documentation required for a transfer of title will result in a suspension of rental payments until such time as all documentation is received by the Government.

c. When the title to premises leased to the Government is transferred, a supplemental agreement shall be entered into by the old and new owners and the Government to reflect such change of ownership.

**8. CONDITION REPORTS:** A joint physical survey and inspection of the demised premises shall be made as of the delivery date contained in this lease, reflecting the then present condition, and will be documented on behalf of the parties hereto. Upon expiration or termination of this lease, a final inspection shall be conducted by representatives of both the Lessor and the Government. If restoration of damages is required, they shall be in written form signed on behalf of both parties and this lease amended by supplemental agreement.

#### **9. CHANGES (SEP 1999) (VARIATION) - 552.270-14**

a. The Government may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

(1) Specifications (including drawings and designs);

(2) Work or services;

(3) Facilities or space layout; or

(4) Amount of space.

b. If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Government shall modify this lease to provide for one or more of the following:

(1) A modification of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) An equitable adjustment of the annual operating costs per the square feet specified in this lease.

c. The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

d. Absent such written change order, the Government shall not be liable to Lessor under this clause.

#### **10. INVOICE REQUIREMENTS (SEP 1999) (VARIATION) - 552.232-70**

(This clause applies to payments other than rent.)

Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this lease or order, including the lease number and address of the leased premises.

#### **11. DELIVERY AND CONDITION (SEP 1999) - 552.270-17**

a. Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.

b. If the premises do not in every respect comply with the provisions of this lease the Government may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

**12. DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION) - 552.270-18**

a. With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

(1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.

(3) Other, additional relief provided for in this lease, at law, or in equity.

b. Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Government specifying such damages.

c. Delivery by Lessor of less than the square footage shown on the floor plan attached as **Exhibit "A"** to this lease shall in no event be construed as substantial completion, except as the Government permits.

d. The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Government) provides notice to the Government of the causes of delay. The Government shall ascertain the facts and the extent of delay. If the facts warrant, the Government shall extend the delivery date, to the extent of such delay

at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

**13. PROGRESSIVE OCCUPANCY (SEP 1999) - 552.270-19**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premises unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**14. ACCEPTANCE OF SPACE (SEP 1999) - 552.270-29**

a. When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Government. The Government's designated representative shall promptly inspect the space.

b. The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required square footage as indicated in the floor plan attached as **Exhibit "A"**.

**15. EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999) - 552.270-21**

Neither the Government's acceptance of the premises for occupancy or the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

**16. MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) - 552.270-6**

a. Except in case of damage arising out of the willful act or negligence of a Government employee,

Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor, its agents, representatives, contractors and assigns may at reasonable times (within 24 hours notice) enter the premises with the approval of and accompanied by the authorized Government representative in charge. In the event the Lessor shall fail to perform non-emergency maintenance and repairs within 5 days from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental or other charges due or to become due under the terms of this lease.

b. **Emergency Maintenance and Repairs.** The Lessee will notify the Lessor of any emergency maintenance or repairs needed and request the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification. Emergency maintenance and repairs include but are not limited to:

- (1) failure of heating/cooling system to maintain specific temperature
- (2) failure of water system, including hot water
- (3) inadequate or no water pressure
- (4) leaking water pipes
- (5) blocked or leaking drains
- (6) electrical failure
- (7) sewage system malfunction
- (8) failure of security and fire protection systems, including alarms and sprinklers
- (9) Repair/replace exterior windows and doors including plate glass if applicable.

In the event the Lessor shall fail to perform emergency maintenance and repairs within 48 hours from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental or other charges due or to become due under the terms of this lease.

#### **17. FIRE AND CASUALTY DAMAGE (SEP 1999) - 552.270-7**

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

#### **18. COMPLIANCE WITH APPLICABLE LAW (SEP 1999) - 552.270-8**

a. Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses, certificate of occupancy and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

b. **SECURITY.** Exit signs, emergency lighting, portable fire extinguishers, and fire protection systems, such as sprinkler systems and alarms, which meet fire protection standards established by applicable state statutes, fire regulations, building codes, or local ordinances, shall be provided and maintained by the Lessor. This includes, but is not limited to, the recharging of fire extinguishers and replacement of long life batteries (lithium) in smoke detectors. Equipment, services or utilities furnished, and activities of other tenants shall be free of safety, health, and fire hazards.

#### **19. FAILURE IN PERFORMANCE (SEP 1999) - 552.270-10**

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter

due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

## **20. DEFAULT BY LESSOR DURING THE TERM (SEP 1999) - 552.270-22**

a. Each of the following shall constitute a default by Lessor under this lease:

(1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Government or an authorized representative.

(2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

b. If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

## **21. ELECTRONIC FUND PAYMENT**

### **Payment by Electronic Funds Transfer System for Award Management**

(a) *Method of payment.*

(1) All payments by the Government under this lease shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Lessor's EFT information.* The Government shall make payment to the Lessor using the EFT information contained in the **System for Award Management (SAM)** database. In the event that the EFT information changes, the Lessor shall be responsible for providing the updated information to the SAM database.

**SAM Background:** Because DoD is the largest purchaser of good and services in the world, the cost savings to be incurred by streamlining these administrative processes are dramatic. SAM was created to be the single repository of vendor data for the entire DoD to avoid this administrative duplication and allow contractors to take responsibility for the accuracy of their own important business information by supplying it directly to the government through a single registration.

SAM validates the vendor's information and electronically shares the secure and encrypted data with the Defense Finance and Accounting Service (DFAS) to facilitate paperless payments through electronic funds transfer (EFT). Additionally, SAM shares the data with several government procurement and electronic business systems.

**Applications:** Dun & Bradstreet's (D&B) Data Universal Numbering System, the D&B DUNS Number, has become the standard for keeping track of the world's businesses. Its unique nine-digit code helps you identify and link more than 57 million companies worldwide. You must have a DUNS number assigned by Dun & Bradstreet (D&B) prior to completing an application and registration (Customer Service at 1-800-333-0505 or <http://www.dnb.com>). You may contact D&B Customer Service to verify your company name, address, city and state in their system.

**Registration:** For assistance with registration for the SAM database the Internet access is through <http://www.fsd.gov>. The registration includes the need for Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. SIC codes are a numbering system that identifies the type of products and/or services you or your company provides. The appropriate SIC code for nonresidential buildings is 6512. NAICS is a unique, all-new system for classifying business establishments. The following NAICS code applies to nonresidential buildings: 531120 Lessors of Nonresidential Buildings.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules

governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Lessor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Lessor under this lease until correct EFT information is entered into the SAM database; and any invoice or lease financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this lease. The prompt payment terms of the lease regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Lessor EFT arrangements.* If the Lessor has identified multiple payment receiving points (*i.e.*, more than one remittance address and/or EFT information set) in the SAM database, and the Lessor has not notified the Government of the payment receiving point applicable to this lease, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.

(f) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Lessor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Lessor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this lease if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) *EFT and assignment of claims.* If the Lessor assigns the proceeds of this lease as provided for in the

assignment of claims terms of this lease, the Lessor shall require, as a condition of any such assignment, that the assignee shall register in the SAM database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Lessor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Lessor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

## **22. ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION) - 552.232-76**

a. The Government will make payments under this lease by electronic funds transfer (EFT), unless otherwise waived (*for hardship or tracking reasons of the lessor*). The Lessor must, no later than 30 days before the first payment:

- (1) Designate a financial institution for receipt of EFT payments.
- (2) Submit this designation to the Government or other Government official, as directed.

b. The Lessor must provide the following information:

(1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(2) Number of account to which funds is to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit UFC-DISB-4 (Direct Deposit Authorization Form), before payment can be processed.

c. If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.

d. The documents furnishing the information required in this clause must be dated and contain the:

(1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.

(2) Lessor's name.

(3) Lease number.

e. Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

### **23. PROMPT PAYMENT (SEP 1999) - 552.232-75**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

#### *a. Payment due date.*

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

b. Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

c. *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

#### **24. SUBLETTING AND ASSIGNMENT (SEP 1999) – 552.270.5**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to the Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

#### **25. SUBSTITUTION OF TENANT AGENCY (SEP 1999) - 552.270-25**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies.

#### **26. ASSIGNMENT OF CLAIMS (JAN 1986) - 52.232-23**

a. The Lessor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the

original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Lessor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Government authorizes such action in writing.

#### **27. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999) - 552.270-23**

a. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Government's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

b. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Government promptly upon demand.

c. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Government and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

d. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

#### **28. NO WAIVER (SEP 1999) - 552.270-26**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

#### **29. STATEMENT OF LEASE (SEP 1999) - 552.270-24**

a. The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

b. Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

#### **30. MUTUALITY OF OBLIGATION (SEP 1999) - 552.270-28**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No set off pursuant to this clause shall constitute a breach by the Government of this lease.

#### **31. SUCCESSORS BOUND (SEP 1999) - 552.270-11**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

#### **32. INTEGRATED AGREEMENT (SEP 1999) - 552.270-27**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

#### **33. DISPUTES (JUL 2002) - 52.233-1**

a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be

converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. (1) A claim by the Lessor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Government for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Government.

(2) (i) The Lessor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflect the contract adjustment for which the Lessor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessor."

(3) The certification may be executed by any person duly authorized to bind the Lessor with respect to the claim.

e. For Lessor claims of \$100,000 or less, the Government must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor-certified claims over \$100,000, the Government must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.

f. The Government's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

g. If the claim by the Lessor is submitted to the Government or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Lessor refuses an offer for ADR, the Lessor shall inform the Government, in writing, of the Lessor's specific reasons for rejecting the offer.

h. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Government receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Government initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is

applicable to the period during which the Government receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Lessor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Government.

**34. EXAMINATION OF RECORDS:** The Lessor agrees that any duly authorized Government representative shall have the right, until the expiration of three (3) years after final payment of the agreed rental, to have access to and to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

**35. GRATUITIES TO GOVERNMENT EMPLOYEES:**

a. The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agency or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease, provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph a. hereof the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor and (2) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

**36. OFFICIALS NOT TO BENEFIT.**

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise

therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

**37. COVENANT AGAINST CONTINGENT FEES (FEB 1990) - 552.203-5**

a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

b. "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**38. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) - 52.222-21**

a. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term

does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

b. The Lessor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Lessor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Lessor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**39. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) - 52.209-6**

a. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

b. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

c. A corporate officer or a designee of the Contractor shall notify the Government, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**40. EQUAL OPPORTUNITY (APR 2002) - 52.222-26**

a. *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

b. If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Government that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of

the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Government advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the

Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

c. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**41. EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - 52.222-35**

a. *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch

establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 8 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

b. *General.*

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Read-

justment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

c. *Listing openings.*

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

d. *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

e. *Postings.*

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who

are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Government.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

f. *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

g. *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

## **42. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) - 52.222-36**

### *a. General.*

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

### *b. Postings.*

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Government.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

c. *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

d. *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

**43. EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - 52.222-37**

a. Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

b. The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

c. The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

d. The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

e. The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

f. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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### ABBREVIATIONS

<b>A</b>	ACT	ACOUSTICAL CEILING TILE	<b>L</b>	LAV	LAVATORY
	AD	AREA DRAIN		M	
	AFF	ABOVE FINISHED FLOOR		MATL	MATERIAL
	ALUM	ALUMINUM		MAX	MAXIMUM
	ANOD	ANODIZED		MECH	MECHANICAL
	APPROX	APPROXIMATE		MFR	MANUFACTURER
<b>B</b>	BSMT	BASEMENT		MIN	MINIMUM
	BTTM	BOTTOM OF		MO	MASONRY OPENING
<b>C</b>	C/C	CENTER TO CENTER		MRGWB	MOISTURE-RESISTANT GYPSUM WALL BOARD
	CIP	CAST IN PLACE		MTD	MOUNTED
	CJ	CONTROL JOINT		MTL	METAL
	CLG	CEILING		N	
	CLR	CLEAR		NIC	NOT IN CONTRACT
	CMU	CONCRETE MASONRY UNIT		NO	NUMBER
	CO	CLEAN OUT		NOM	NOMINAL
	COL	COLUMN		O	
	CONC	CONCRETE		OC	ON CENTER
	CONST JT	CONSTRUCTION JOINT		OH	OPPOSITE HAND
	CONT	CONTINUOUS		OZ	OUNCE
	CPT	CARPET		P	
	CT	CERAMIC TILE		PCC	PRE-CAST CONCRETE
<b>D</b>				PLUMB	PLUMBING
DBL	DOUBLE			PNT	PAINT/PAINTED
DEMO	DEMOLISH			PSI	POUNDS PER SQUARE INCH
DIA	DIAMETER			PT	PRESSURE TREATED
DIMS	DIMENSIONS			PVC	POLYVINYL CHLORIDE
DN	DOWN			R	
DTL	DETAIL			R	RADIUS
DWG	DRAWING			RBR	RUBBER
<b>E</b>				RCP	REFLECTED CEILING PLAN
EA	EACH			RD	ROOF DRAIN
EJ	EXPANSION JOINT			REINF	REINFORCED
EL	ELEVATION			REQD	REQUIRED
ELEC	ELECTRICAL			RM	ROOM
ELEV	ELEVATOR / ELEVATION			S	
EPDM	ETHYLENE PROPYLENE DIENE ROOFING			SF	SQUARE FOOT
EQ	EQUAL			SIM	SIMILAR
EXIST	EXISTING			SOG	SLAB ON GRADE
EXT	EXTERIOR			SPEC	SPECIFIED OR SPECIFICATION
<b>F</b>				SPK	SPRINKLER
FD	FLOOR DRAIN			SQ	SQUARE
FE	FIRE EXTINGUISHER			SSTL	STAINLESS STEEL
FEC	FIRE EXTINGUISHER CABINET			STC	SOUND TRANSMISSION COEFFICIENT
FFE	FINISHED FLOOR ELEVATION			STL	STEEL
FIN	FINISH			STRUCT	STRUCTURAL
FLR	FLOOR			T	
FND	FOUNDATION			T&G	TONGUE & GROOVE
FO	FACE OF			TI	TOP OF
FTG	FOOTING			TID	TELEPHONE/DATA
<b>G</b>				TELE	TELEPHONE
GA	GAUGE			TLT	TOILET
GALV	GALVANIZED			TOC	TOP OF CONCRETE
GWB	GYPSUM WALL BOARD			TOS	TOP OF STEEL / STRUCTURE
<b>H</b>				TOW	TOP OF WALL
HC	HOLLOW CORE			TYP	TYPICAL
HM	HOLLOW METAL			U	
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING			UNO	UNLESS NOTED OTHERWISE
<b>I</b>				V	
INSUL	INSULATION / INSULATED			VIF	VERIFY IN FIELD
INT	INTERIOR			VIP	VISION PANEL
IRGWB	IMPACT RESISTANT GYPSUM WALLBOARD			W	
				WI	WITH
				WD	WOOD
				WWF	WELDED WIRE FABRIC

# ROOF REPLACEMENT ITB # : #2021-007 BROOKENS ADMINISTRATIVE CENTER SALT DOME/BRINE SHED PROJECT NO : 020156 95% DESIGN

### DRAWING MATRIX

Sheet Number	Sheet Name
GENERAL	
G100	COVER SHEET
G110	ARCHITECTURAL SITE PLAN - BROOKENS
G111	ARCHITECTURAL SITE PLAN - SALT DOME
ARCHITECTURAL	
D100	BROOKENS ROOF PLAN - EXISTING/DEMO
D200	SALT DOME ROOF PLAN - EXISTING/DEMO
A100	BROOKENS ROOF PLAN - NEW WORK
A200	SALT DOME ROOF PLAN - NEW WORK
A300	BROOKENS ARCHITECTURAL DETAILS
A301	SALT DOME ARCHITECTURAL DETAILS



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### SCOPE OF WORK

WORK GENERALLY INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

#### SALT DOME:

- REMOVE EXISTING ASPHALT SHINGLE SYSTEM AND UNDERLAYMENT COMPLETELY DOWN TO ROOF DECK
- REMOVE EXISTING FLASHING WHERE INDICATED ON DRAWINGS.
- INSTALL ROOF UNDERLAYMENT, ICE/WATER SHIELD, AND ASPHALT SHINGLE SYSTEM
- INSTALL METAL FLASHINGS.

#### BROOKEN CENTER:

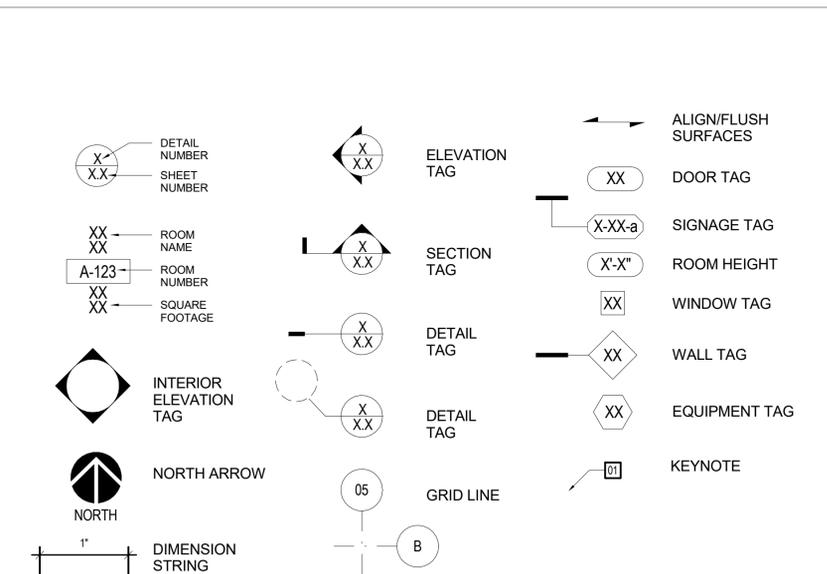
- REMOVE EXISTING EPDM SINGLE-PLY ROOFING COMPLETELY DOWN TO DECK.
- INSTALL .060 FULLY-ADHERED EPDM SINGLE-PLY ROOFING SYSTEM, TAPERED ROOF INSULATION.
- REMOVE AND REPLACE METAL FLASHINGS

### APPLICABLE BUILDING CODES

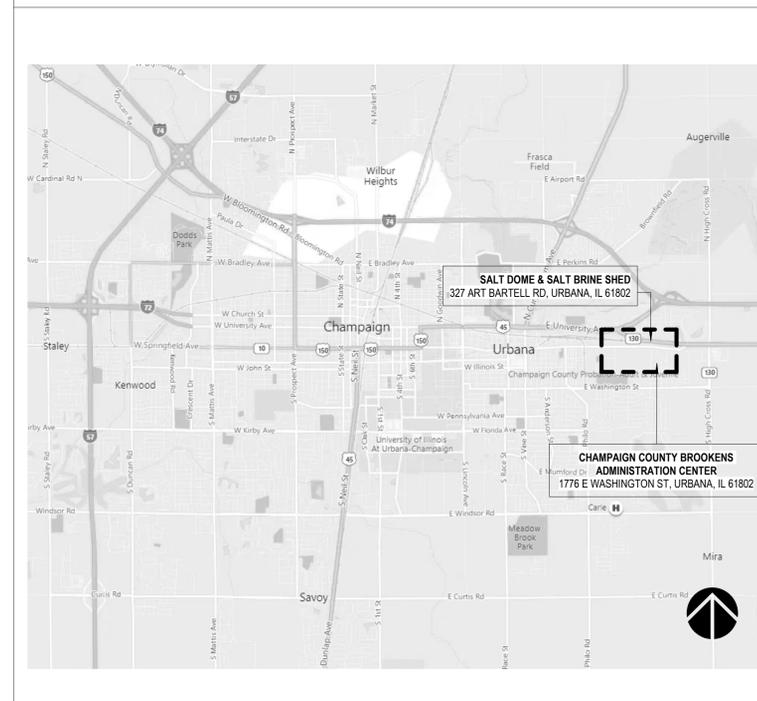
#### GOVERNING CODES:

- INTERNATIONAL BUILDING CODE 2009
- INTERNATIONAL FIRE CODE 2009
- ILLINOIS STATE PLUMBING CODE
- INTERNATIONAL MECHANICAL CODE 2009
- AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)
- ANSI C2 - NATIONAL ELECTRICAL SAFETY CODE
- AMERICAN STANDARD TESTING MATERIALS (ASTM)
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) LIFE SAFETY CODE (LSC) NFPA 101
- NATIONAL FIRE CODE (NFC) 220
- SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA)
- UNDERWRITERS' LABORATORIES, INC. (UL)
- ICEA - STANDARDS FOR WIRE AND CABLE

### SYMBOLS LEGEND



### SITE LOCATION MAP



Issue Date	Revision	Drawing Set Title
06/03/2021		95% DESIGN

### ROOF REPLACEMENT ITB #2021-007

BROOKENS ADMINISTRATIVE CENTER  
SALT DOME/BRINE SHED

### COVER SHEET

BE Project No. 020156

Drawn By: JS

Drawing No. G100



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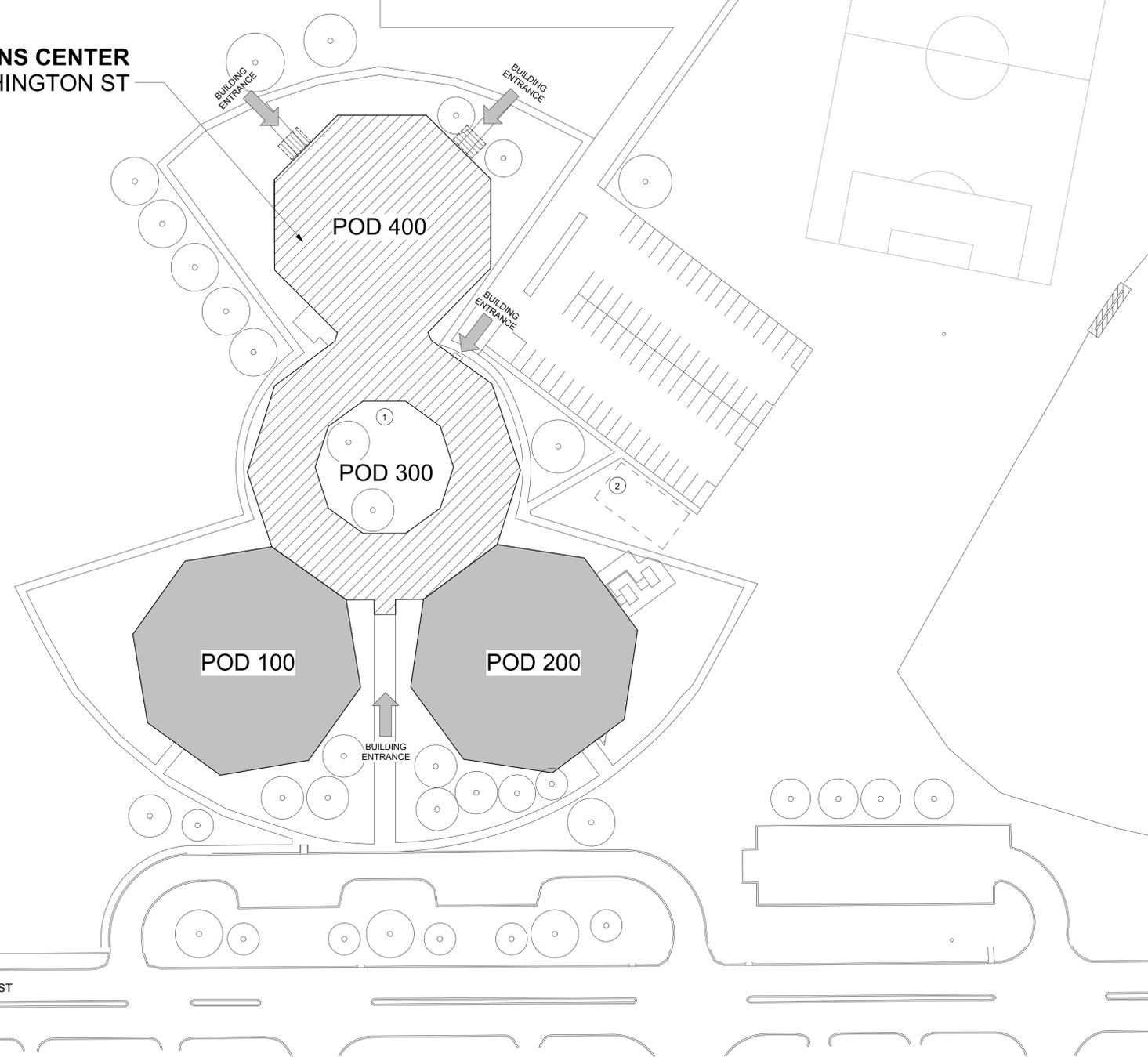
SITE PLAN LEGEND

-  EXISTING TREE
-  BUILDING ENTRANCE
-  PROTECTIVE HARDTOP SCAFFOLDING
-  NOT IN SCOPE
-  AREA OF WORK

SITE PLAN NOTES

1. OPEN COURTYARD.
2. LAYDOWN AREA

**BROOKENS CENTER**  
1776 E WASHINGTON ST



Issue Date	Issue Title
06/03/21	95% DESIGN

ROOF REPLACEMENT ITB  
#2021-007

BROOKENS ADMINISTRATIVE CENTER  
SALT DOME/BRINE SHED

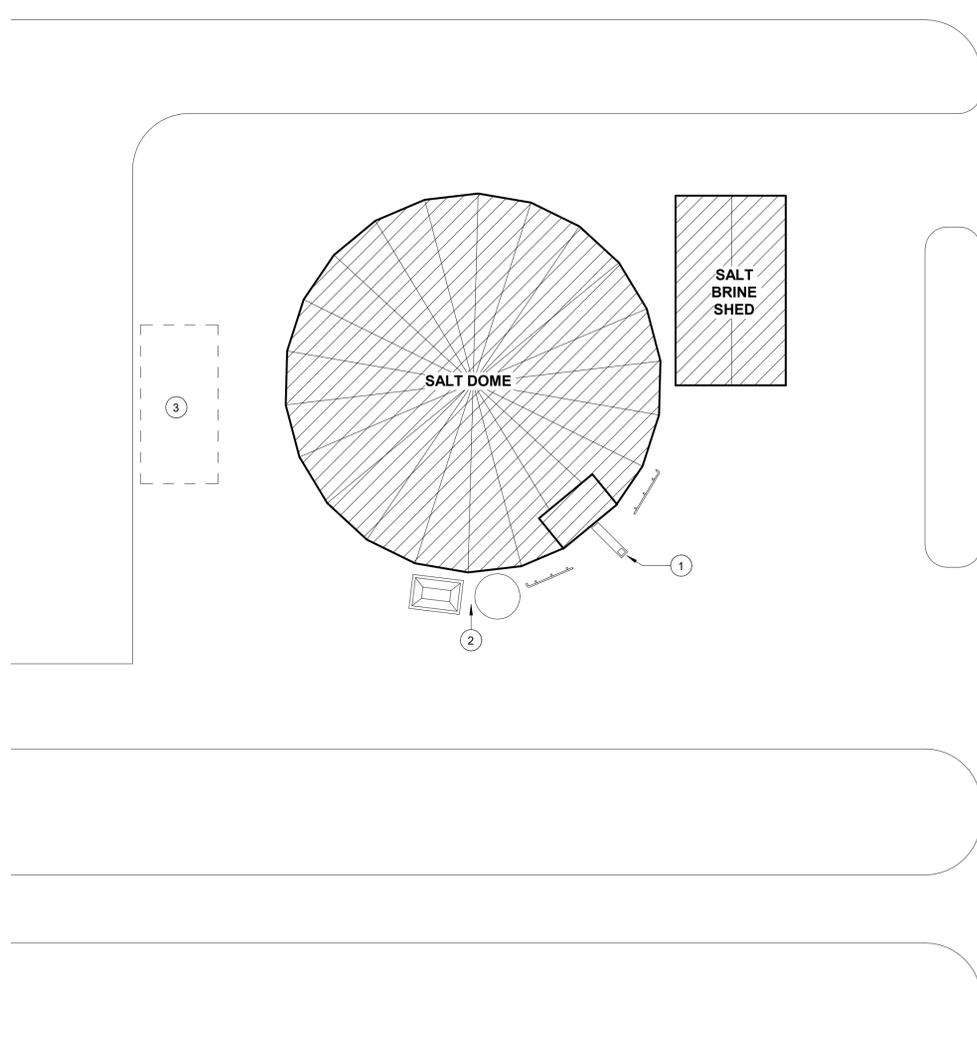
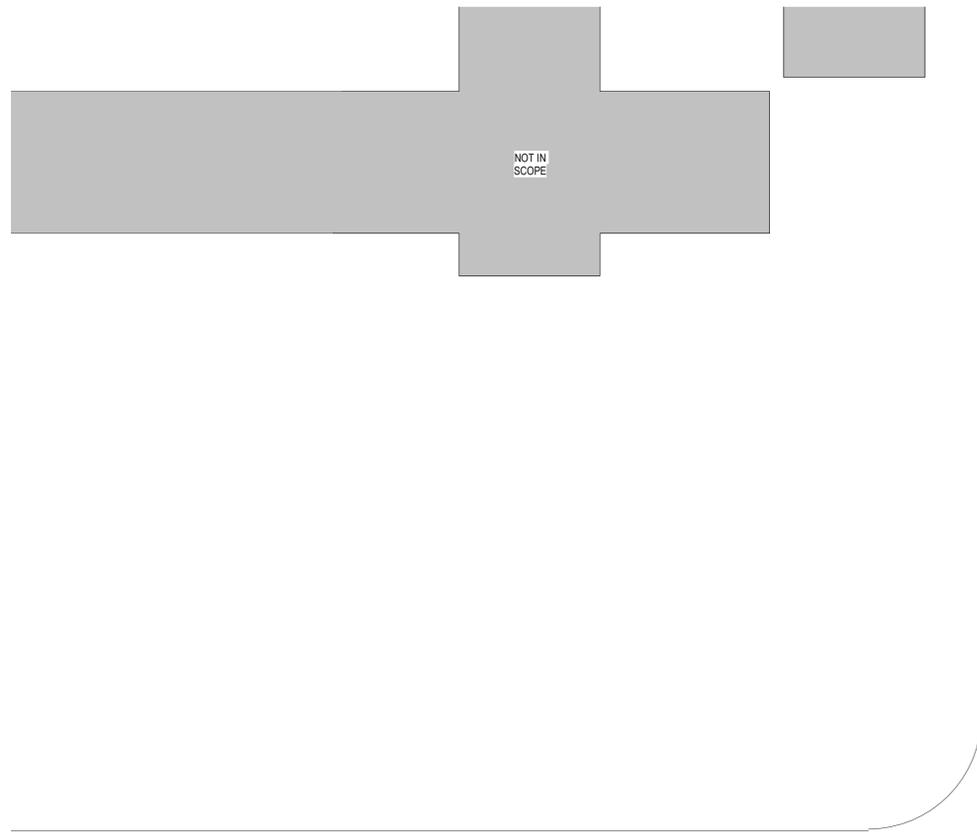
ARCHITECTURAL  
SITE PLAN -  
BROOKENS

BE Project No.  
020156

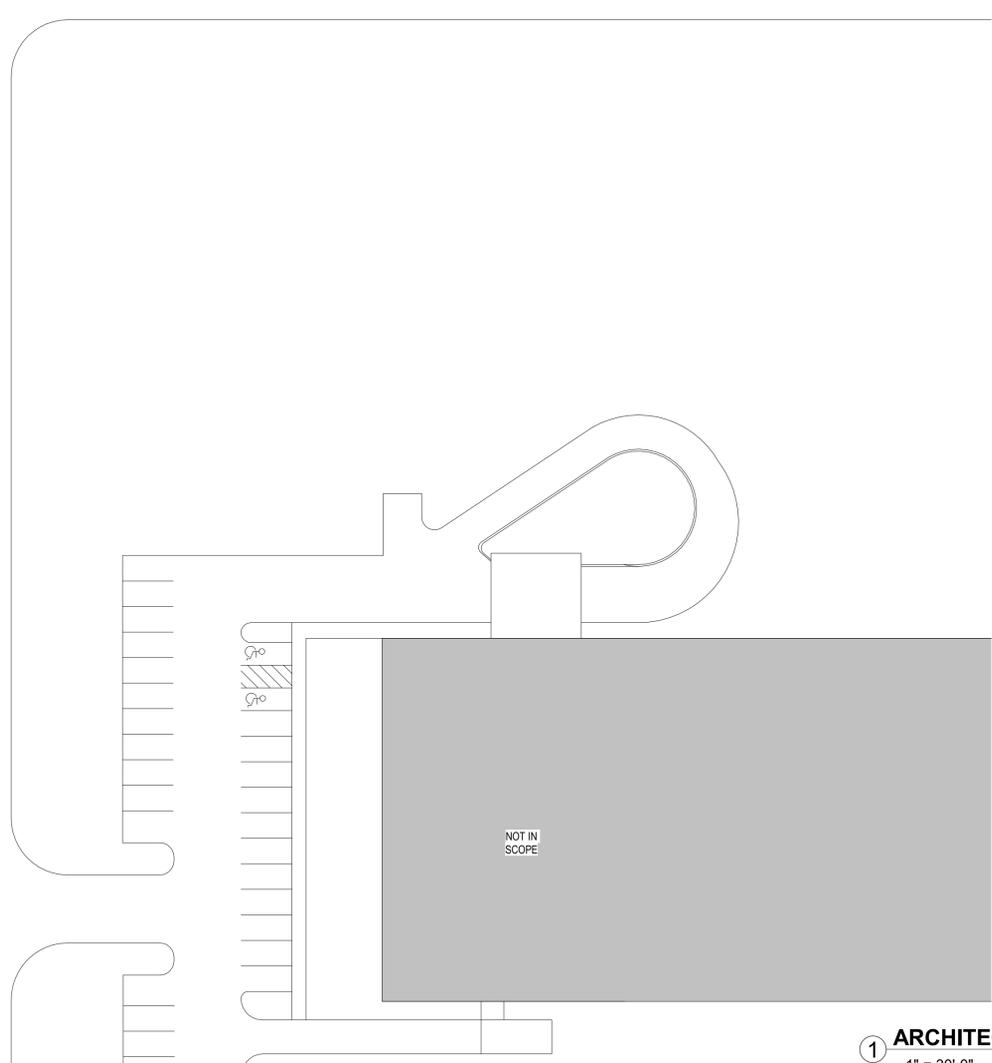
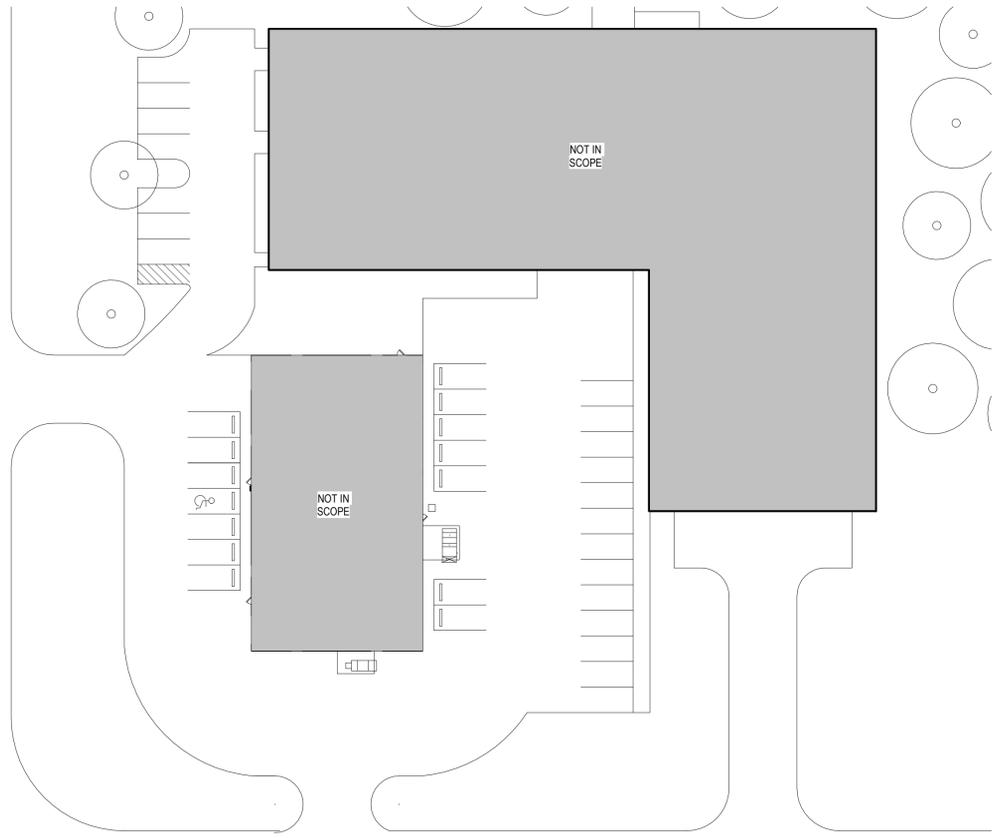
Drawn By: JS

Drawing No.  
G110

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ART BARTELL RD



**SITE PLAN LEGEND**

EXISTING TREE (circle with dot)      NOT IN SCOPE (solid grey)

AREA OF WORK (hatched pattern)

- SITE PLAN NOTES**
- EXISTING DOME OPENING, AND CONVEYOR SYSTEM.
  - EXISTING STORAGE TANK AND EQUIPMENT.
  - LAYDOWN AREA.



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ROOF REPLACEMENT ITB  
#2021-007

BROOKENS ADMINISTRATIVE CENTER  
SALT DOME/BRINE SHED

ARCHITECTURAL  
SITE PLAN - SALT  
DOME

**1 ARCHITECTURAL SITE PLAN**  
1" = 30'-0"

BE Project No. 020156
Drawn By: JS
Drawing No. G111



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GENERAL NOTES

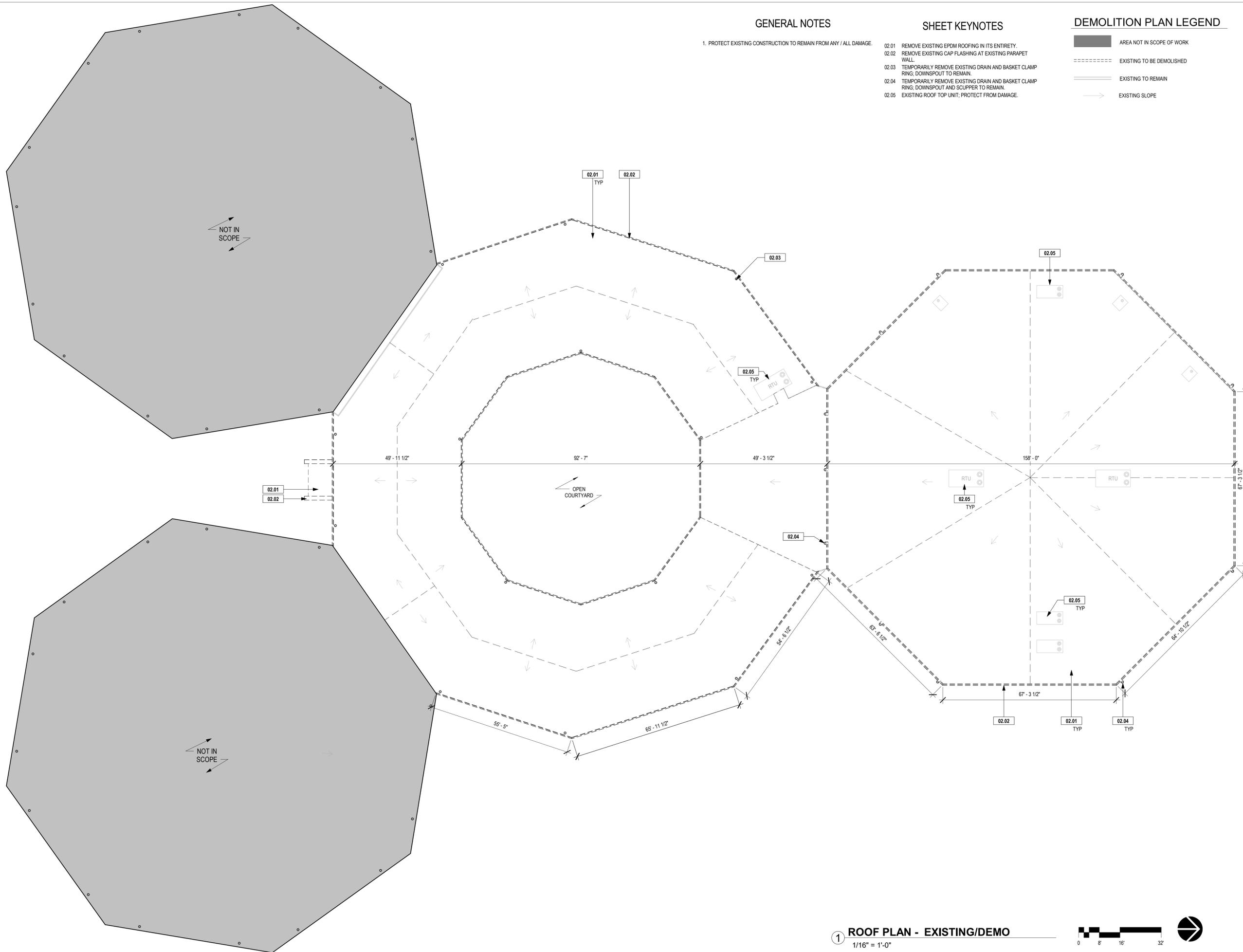
1. PROTECT EXISTING CONSTRUCTION TO REMAIN FROM ANY / ALL DAMAGE.

SHEET KEYNOTES

- 02.01 REMOVE EXISTING EPDM ROOFING IN ITS ENTIRETY.
- 02.02 REMOVE EXISTING CAP FLASHING AT EXISTING PARAPET WALL.
- 02.03 TEMPORARILY REMOVE EXISTING DRAIN AND BASKET CLAMP RING, DOWNSPOUT TO REMAIN.
- 02.04 TEMPORARILY REMOVE EXISTING DRAIN AND BASKET CLAMP RING, DOWNSPOUT AND SCUPPER TO REMAIN.
- 02.05 EXISTING ROOF TOP UNIT, PROTECT FROM DAMAGE.

DEMOLITION PLAN LEGEND

- AREA NOT IN SCOPE OF WORK
- EXISTING TO BE DEMOLISHED
- EXISTING TO REMAIN
- EXISTING SLOPE



Issue Date	Drawing Set Title
06/03/21	95% DESIGN

ROOF REPLACEMENT ITB #2021-007

BROOKENS ADMINISTRATIVE CENTER SALT DOME/BRINE SHED

BROOKENS ROOF PLAN - EXISTING/DEMO

1 ROOF PLAN - EXISTING/DEMO  
1/16" = 1'-0"



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BE Project No.	020156
Drawn By:	JS
Drawing No.	D100
	168

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**DEMOLITION PLAN LEGEND**

-  AREA NOT IN SCOPE OF WORK
-  EXISTING TO BE DEMOLISHED
-  EXISTING TO REMAIN
-  SHINGLE ROOFING SYSTEM

**GENERAL NOTES**

1. PROTECT EXISTING CONSTRUCTION TO REMAIN FROM ANY / ALL DAMAGE.

**SHEET KEYNOTES**

- 02.01 REMOVE EXISTING SHINGLE ROOF SYSTEM IN ITS ENTIRETY.
- 02.02 REMOVE EXISTING EPDM ROOF SYSTEM IN ITS ENTIRETY.
- 02.03 REMOVE EXISTING METAL EDGE FLASHING, RIDGE FLASHING & WOOD FASCIA IN ITS ENTIRETY.
- 02.04 REMOVE EXISTING RIDGE SHINGLES SYSTEM IN ITS ENTIRETY.
- 02.05 EXISTING ROOF VENTS TO REMAIN.

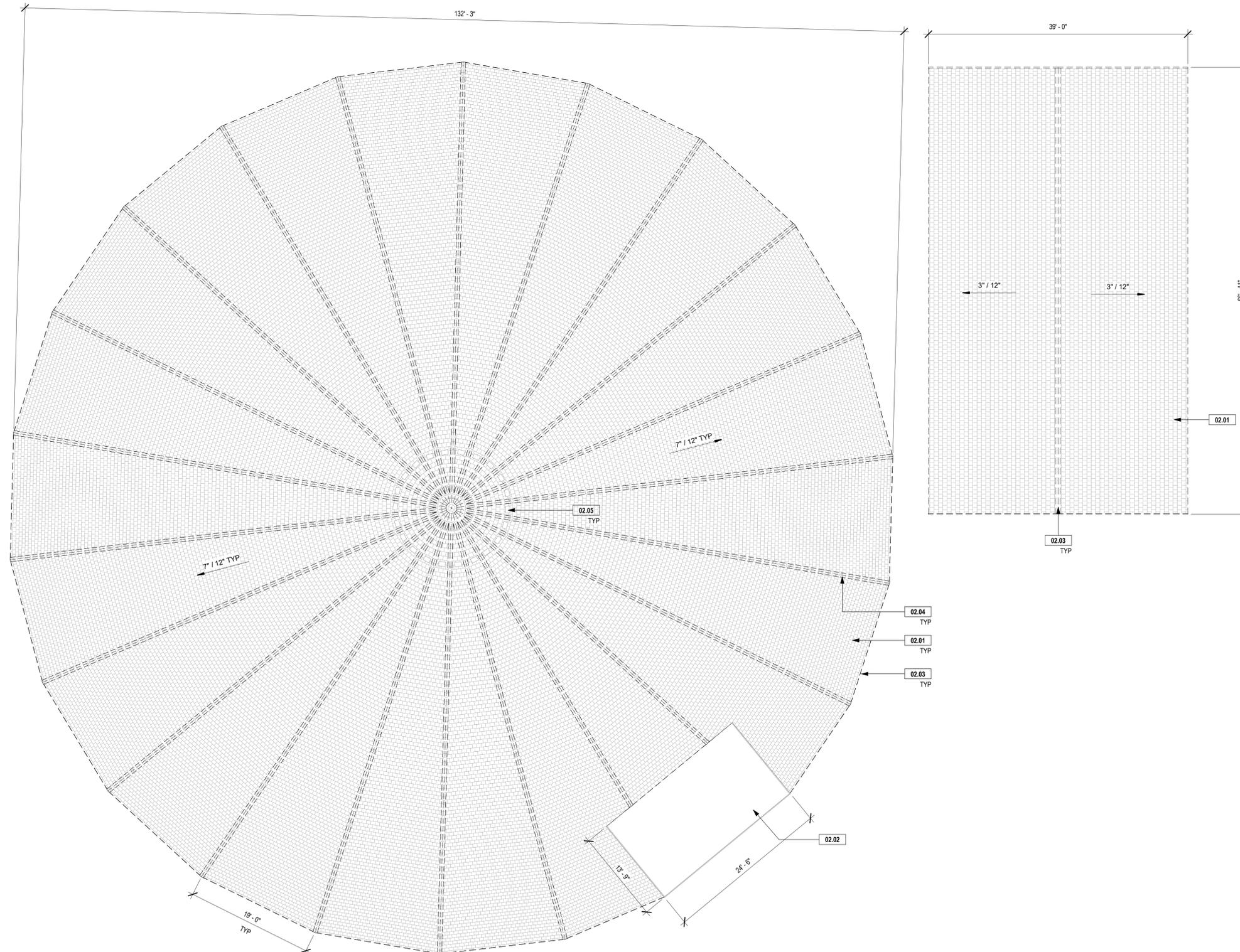


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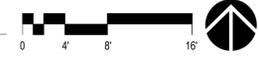
Issue Date	Revision
06/03/2021	95% DESIGN

**ROOF REPLACEMENT ITB #2021-007**

BROOKENS ADMINISTRATIVE CENTER  
SALT DOME/BRINE SHED

**SALT DOME ROOF PLAN - EXISTING/DEMO**

**1 ROOF PLAN - EXISTING/DEMO**  
1/8" = 1'-0"



BE Project No.	020156
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Drawing No.	D200



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GENERAL NOTES

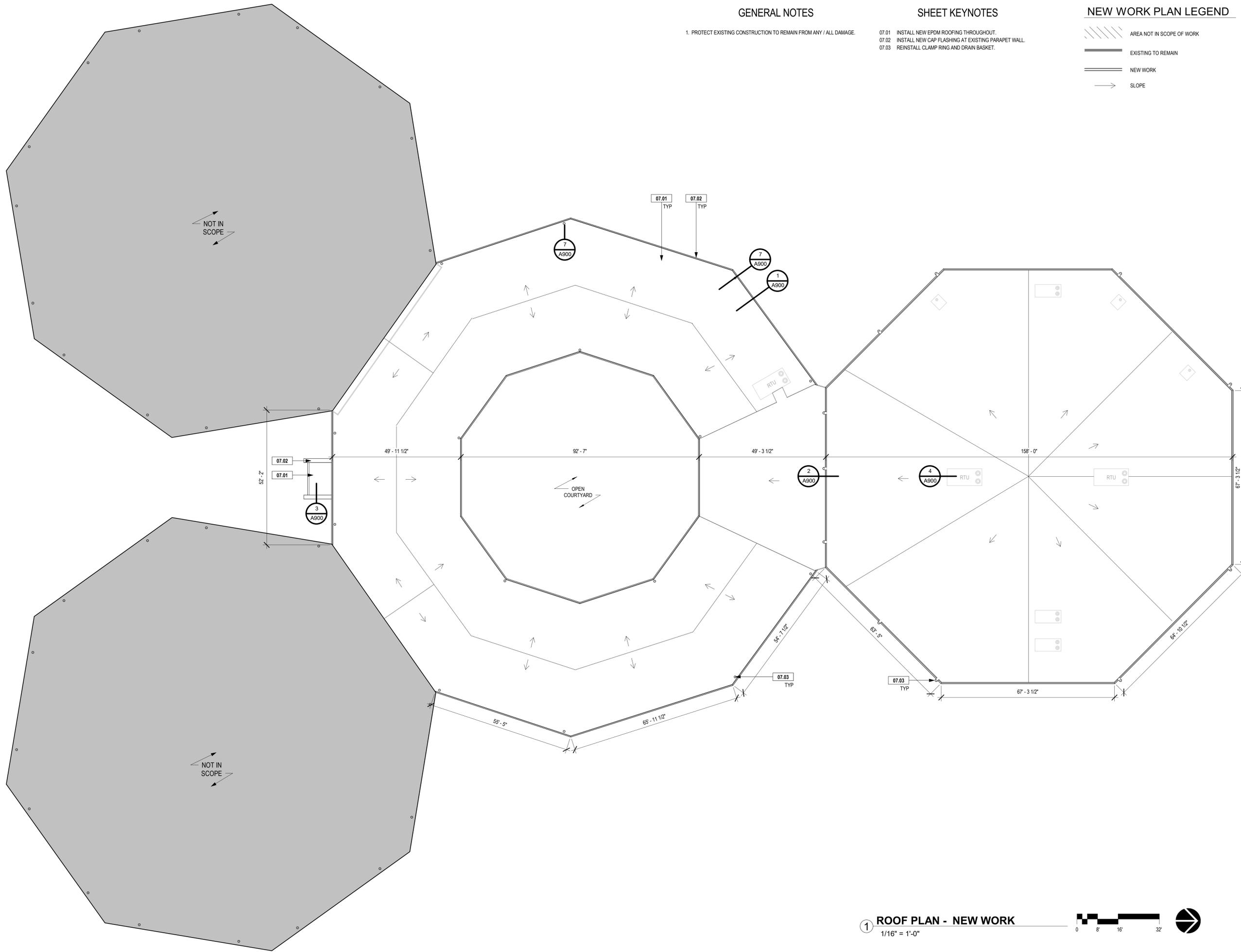
1. PROTECT EXISTING CONSTRUCTION TO REMAIN FROM ANY / ALL DAMAGE.

SHEET KEYNOTES

07.01 INSTALL NEW EPDM ROOFING THROUGHOUT.  
07.02 INSTALL NEW CAP FLASHING AT EXISTING PARAPET WALL.  
07.03 REINSTALL CLAMP RING AND DRAIN BASKET.

NEW WORK PLAN LEGEND

- AREA NOT IN SCOPE OF WORK
- EXISTING TO REMAIN
- NEW WORK
- SLOPE



Issue Date	Issue Title
06/03/21	95% DESIGN

ROOF REPLACEMENT ITB #2021-007

BROOKENS ADMINISTRATIVE CENTER SALT DOME/BRINE SHED

BROOKENS ROOF PLAN - NEW WORK

1 ROOF PLAN - NEW WORK  
1/16" = 1'-0"



BE Project No. 020156
Drawn By: JS
Drawing No. A100
170

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**NEW WORK PLAN LEGEND**

-  AREA NOT IN SCOPE OF WORK
-  EXISTING TO REMAIN
-  NEW WORK
-  SHINGLE ROOFING SYSTEM

**GENERAL NOTES**

1. PROTECT EXISTING CONSTRUCTION TO REMAIN FROM ANY / ALL DAMAGE.

**SHEET KEYNOTES**

- 02.05 EXISTING ROOF VENTS TO REMAIN.
- 07.01 INSTALL NEW SHINGLE ROOF SYSTEM.
- 07.02 INSTALL NEW EPDM ROOF SYSTEM.
- 07.03 INSTALL NEW METAL EDGE FLASHING, RIDGE FLASHING & WOOD FASCIA IN ITS ENTIRETY.
- 07.04 INSTALL NEW RIDGE SHINGLE SYSTEM.

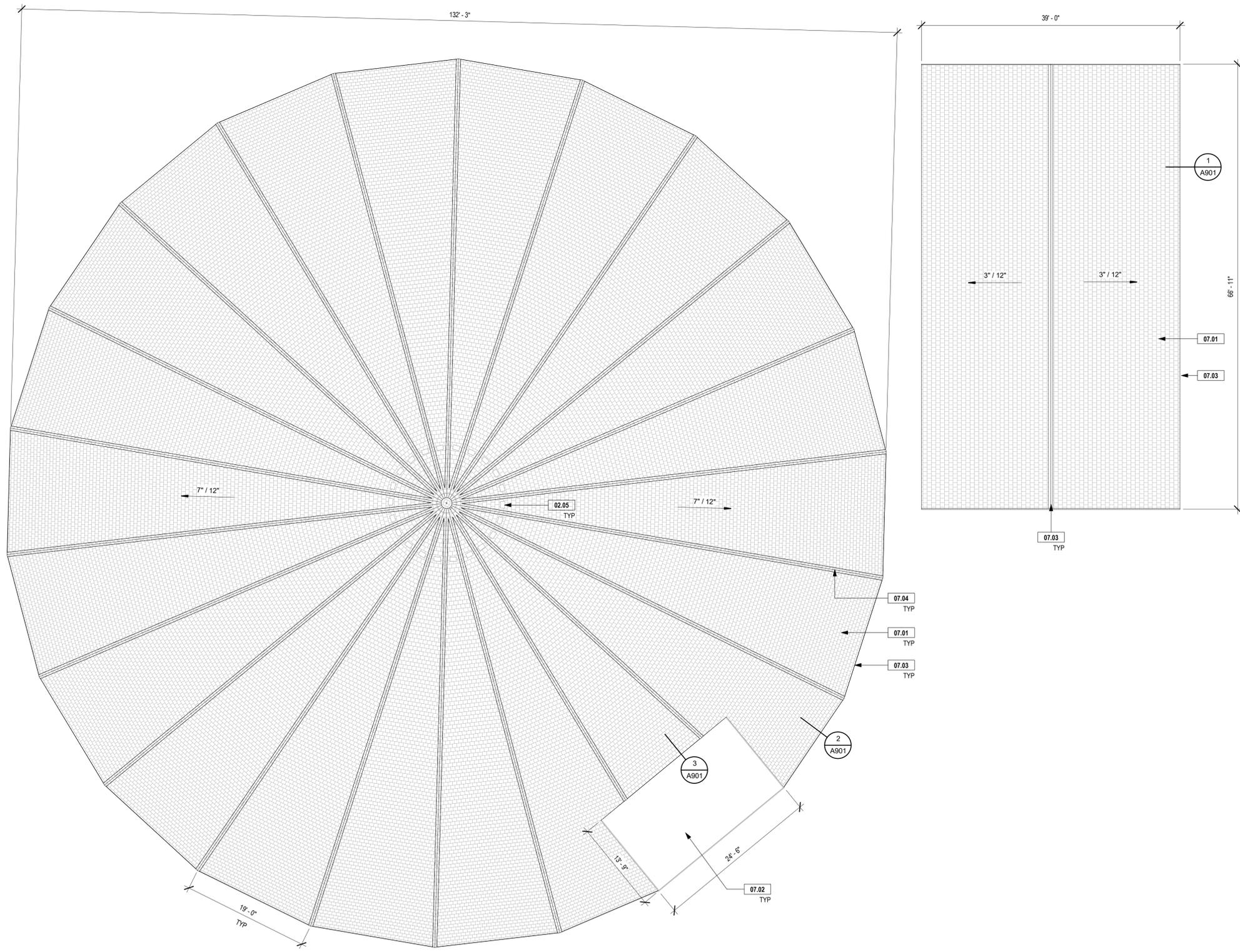


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**1 ROOF PLAN - NEW WORK**  
1/8" = 1'-0"



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**ROOF REPLACEMENT ITB #2021-007**

BROOKENS ADMINISTRATIVE CENTER  
SALT DOME/BRINE SHED

**SALT DOME ROOF PLAN - NEW WORK**

BE Project No. 020156
Drawn By: JS
Drawing No. A200

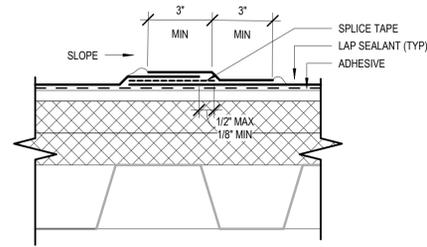


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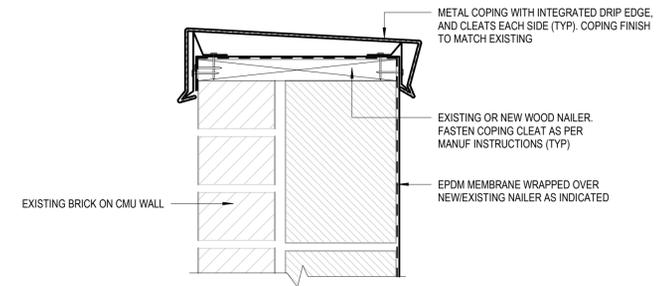
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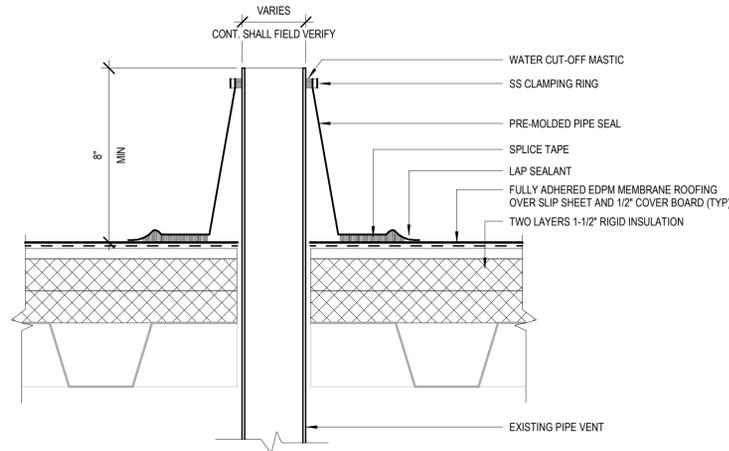
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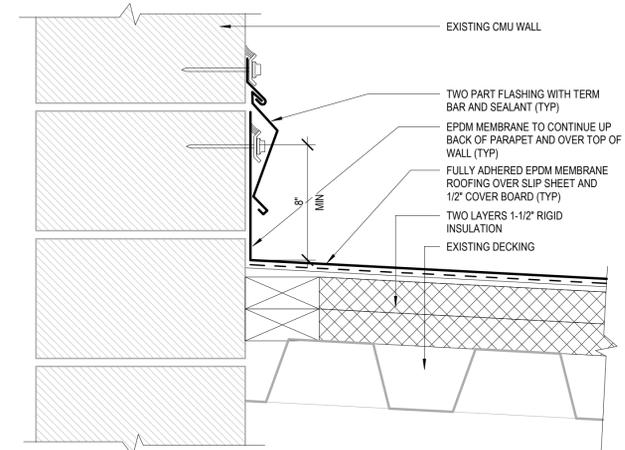
⑥ **TYPICAL LAP DETAIL IN FIELD**  
3" = 1'-0"



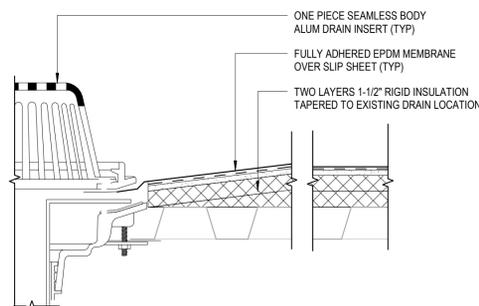
③ **COPING AT ENTRANCE PARAPET**  
3" = 1'-0"



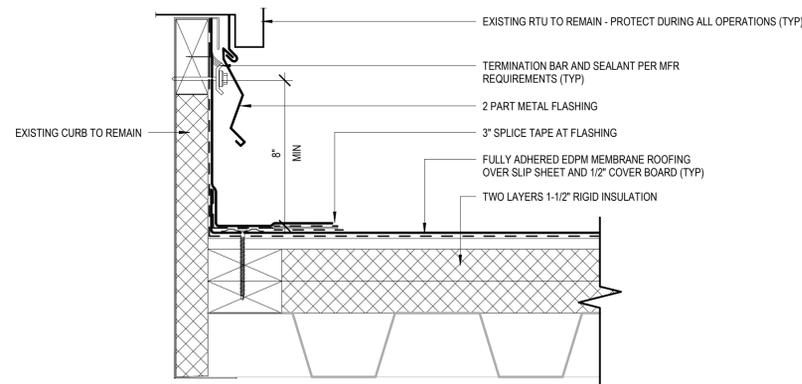
⑤ **TYPICAL PIPE FLASHING DETAIL**  
3" = 1'-0"



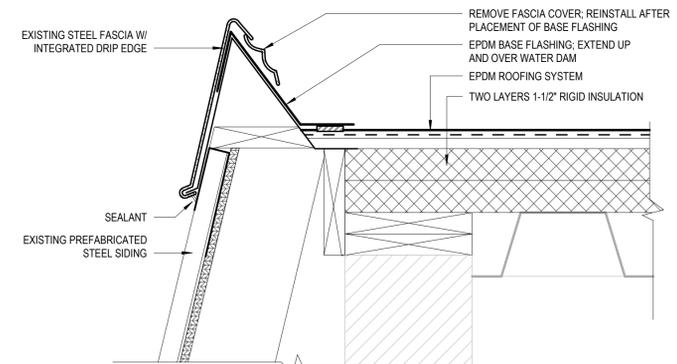
② **PARAPET / DECK DETAIL**  
3" = 1'-0"



⑦ **TYPICAL ROOF DRAIN**  
1 1/2" = 1'-0"



④ **TYPICAL CURB FLASHING**  
3" = 1'-0"



① **TYPICAL FASCIA DETAIL**  
3" = 1'-0"



Issue Date	Title
06/03/21	95% DESIGN

ROOF REPLACEMENT ITB  
#2021-007

BROOKENS ADMINISTRATIVE CENTER  
SALT DOME/BRINE SHED

BROOKENS  
ARCHITECTURAL  
DETAILS

BE Project No.  
020156

Drawn By: JS

Drawing No.  
A900

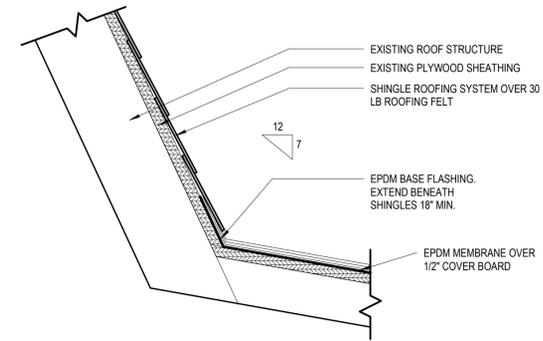


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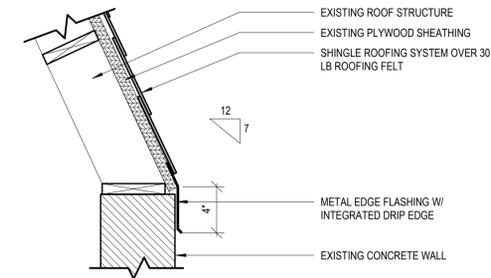
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f 312.440.2303  
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Champaign, IL  
61821-4829

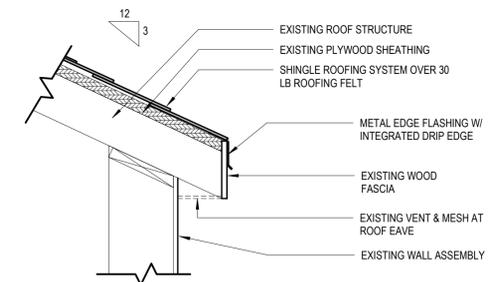
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③ **SHINGLE TO EPDM TRANSITION**  
3" = 1'-0"



② **EDGE FLASHING AT SHINGLE ROOFING**  
3" = 1'-0"



① **FASCIA AT SHED ROOF**  
3" = 1'-0"



Issue Date	Title
06/03/2021	95% DESIGN

ROOF REPLACEMENT ITB  
#2021-007

BROOKENS ADMINISTRATIVE CENTER  
SALT DOME/BRINE SHED

Drawing Title

SALT DOME  
ARCHITECTURAL  
DETAILS

BE Project No.  
020156

Drawn By:  
JS

Drawing No.  
A901

173

RESOLUTION NO. 2021-145

RESOLUTION DESIGNATING MEETING ROOM 1 AS SHIELDS-CARTER  
MEETING ROOM

WHEREAS, Lloyd Carter Jr. represented the people of Champaign County from 1992 – 2016; and

WHEREAS, during his tenure as a Champaign County Board Member, Lloyd Carter Jr., served on the following standing committees: Justice and Public Safety; Environment and Land Use; Highway and Transportation; and Justice and Social Service; and

WHEREAS, during his tenure as a Champaign County Board Member, Lloyd Carter Jr., also served in liaison positions as the County Board's representative on the Regional Planning Commission, Cooperative Extension Board, Martin Luther King Committee, and the Veteran's Assistance Commission; and

WHEREAS, Lloyd Carter Jr. was a decorated military veteran in the service of the United States; and

WHEREAS, Lloyd Carter Jr. brought respect, honor, and integrity to the people of Champaign County with his public service of over 35 years.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Champaign County, that the County Board Meeting Room 1, located in the Brookens Administrative Center, 1776 E. Washington St., Urbana, Illinois, is hereby named the Shields-Carter Meeting Room, in honor of Lloyd Carter Jr.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of April A.D. 2021.



Kyle Patterson, Chair  
Champaign County Board

ATTEST:   
Aaron Ammons, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

Approved:   
Darlene A. Kloepfel, County Executive  
Date: 4-26-21