



Larson & Darby Group
Architecture Engineering Interiors

PROJECT MANUAL

EXTERIOR MAINTENANCE REPAIR WORK
VETERANS MEMORIAL HALL
ROCKFORD, ILLINOIS

PROJECT MANUAL

FOR

EXTERIOR MAINTENANCE REPAIR WORK
VETERANS MEMORIAL HALL
211 NORTH MAIN STREET
ROCKFORD, ILLINOIS 61101

WINNEBAGO COUNTY BID #: 21B-2226
LDG PROJECT NO.: 30271-2

DATE: August 13, 2021

BY:

LARSON & DARBY GROUP
4949 HARRISON AVENUE, SUITE 100

ARCHITECTURE-ENGINEERING-INTERIORS
ROCKFORD, ILLINOIS 61108

Illinois Design Firm Registration Number: 184-000280

EXTERIOR MAINTENANCE REPAIR WORK FOR
VETERANS MEMORIAL HALL
ROCKFORD, ILLINOIS

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DOCUMENT 00 11 13 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Sealed Bids will be received by the County of Winnebago, Illinois, for Exterior Maintenance Repair Work for Veterans Memorial Hall at 211 North Main Street, Rockford, Illinois.
- B. Owner: County of Winnebago, Illinois.
 - 1. Owner's Representative: Scott Lewandowski, Director – Veterans Memorial Hall.
- C. Architect: Larson & Darby Group, 4949 Harrison Avenue, Rockford, IL 61125; Phone 815-484-0739.
- D. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: August 31, 2021.
 - 2. Bid Time: 2:00 p.m., local time.
 - 3. Location: Winnebago County Purchasing Department, 404 Elm Street, Room 202, Rockford, IL 61101, Attention Ann Johns, Director of Purchasing.
- B. Bids will be thereafter publicly opened and read aloud.

1.3 PREBID MEETING

- A. Prebid Meeting: Bidders are strongly encouraged to attend the Prebid Meeting. Bidders who cannot the Prebid Meeting shall contact the Owner and arrange a site visit to survey existing conditions.
- B. Prebid Meeting: A Prebid meeting for all bidders will be held at Veterans Memorial Hall at 211 North Main Street, Rockford, Illinois.
 - 1. Prebid Meeting Date and Time: August 18, 2021 at 10:00 a.m., local time.
 - 2. Bidders' Questions: Architect will provide responses at Prebid conference to bidders' questions received up to two business days prior to conference.
 - 3. Bidders are required to make a visit to the site to survey existing conditions. These visits are **MANDATORY** for Bidders and a pre-condition for Bidding. Visits **must** be acknowledged on the Bid Form by Bidder.

1.4 DOCUMENTS

- A. Online Procurement and Contracting Documents: Obtain access after 3:00 pm August 13, 2021, by contacting Larson & Darby Architects, Attention Joseph P. Winkelmann, 815-484-0739 jwinkelmann@larsondarby.com.

EXTERIOR MAINTENANCE REPAIR WORK FOR
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1.5 INTERPRETATION OF BIDDING DOCUMENTS

- A. All requests for clarification and/or interpretations shall be made in writing by email to the Architect: jwinkelman@larsondarby.com.
- B. Interpretations, corrections, and changes to the Bidding Documents will be made by Addendum.

1.6 TIME OF COMPLETION

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF DOCUMENT 00 11 13



AIA[®] Document A701[™] – 2018

Instructions to Bidders

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

Exterior Maintenance Repair Work
Veterans Memorial Hall
211 North Main Street
Rockford, IL, 61101

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

County of Winnebago, IL
404 Elm Street
Rockford, IL 61101

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

Larson & Darby Group
4949 Harrison Avenue, Suite 100
Rockford, IL
61108

TABLE OF ARTICLES

- 1 **DEFINITIONS**
- 2 **BIDDER’S REPRESENTATIONS**
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- 6 **POST-BID INFORMATION**
- 7 **PERFORMANCE BOND AND PAYMENT BOND**
- 8 **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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[™]–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: the Agreement between Owner and Contractor.

§ 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.

1.10 General: The laws of Illinois shall govern the solicitation and award of the Contract.

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; Bidders must visit the site to survey existing conditions. Site visit is a mandatory requirement and must be acknowledged on the Bid Form.
- .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. Bids shall be submitted in triplicate on furnished forms.

§ 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~~ in Document 00 11 16.

(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 or as provided in Document 00 11 16 – Invitation to Bid will not be accepted.

4.3.6 FREEDOM OF INFORMATION

4.3.6.1 Any responses and supporting documents submitted in response to a Bid will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a Bid is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy, which has all portions, redacted that you deem to fall under a Freedom of Information Act exception.

§ 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~~ 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~~

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

~~Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.~~

~~8.1 Time of Performance:~~

~~8.1.1 Work shall commence upon notification by the Owner to proceed.~~

~~8.1.2 Work shall be substantially complete in the number of calendar days stated on the Bid Form.~~

~~§ 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.)



SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

From: _____

To: _____ Date: _____

A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

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

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

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

EXTERIOR MAINTENANCE REPAIR WORK FOR
VETERANS MEMORIAL HALL
ROCKFORD, ILLINOIS

DOCUMENT 003126 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. "Limited Lead Inspections, Veterans Memorial Hall, 211 N. Main Street, Rockford, IL 61101", prepared by Anderson Environmental, dated July 15, 2021, is appended to this Document.

END OF DOCUMENT 003126

July 15, 2021

Veterans Memorial Hall
 Attn: Mr. Scott Lewandowski
 211 N. Main Street
 Rockford, IL 61101

Re: Limited Lead Inspections, Veterans Memorial Hall, 211 N. Main Street, Rockford, IL 61101

Dear Mr. Lewandowski:

On July 8, 2021, a limited inspection was conducted at the Veterans Memorial Hall located at 211 N. Main Street, Rockford, Illinois. This included a limited lead-based paint (LBP) inspection on the exterior windows of the building.

LEAD PAINT INSPECTION

The enclosed results were obtained on July 8, 2021, by certified Lead Inspector and Lead Risk Assessor Lucy Doherty (1002877). This information will enable you to comply with OSHA Lead in Construction standards to protect contractor employees during renovation/demolition projects. Paint chips were collected from the exterior windows at the site, and were submitted to EMSL Analytical, Inc. for analysis. The paint chips were analyzed by Flame Atomic Absorption Spectroscopy (SW 846 3050B/7000B).

Lead-based paint (LBP) was identified on the exterior windows of the building. Below is a summary table showing the findings of the paint chip sampling. The laboratory analytical results of the paint chip sampling can be found in **Appendix A**.

Sample ID	Location	Color	Results (by wt)
1	East – 1 st Floor	Gray	19%
2	East – 1 st Floor	Green	0.029%
3	West – 1 st Floor	Gray	0.17%
3	West – 1 st Floor	Green	0.016%


Please Note: The definition of lead-based paint as defined by the Illinois Department of Public Health is 0.06% (600 ppm) by weight or 1.0 milligrams per square centimeter (MG/CM²). For work involving HUD, child-occupied building and other residential units, the Federal Lead Standard is 0.5% lead by weight (5000 ppm) or 1.0 milligram per square centimeter (MG/CM²). **The requirements of OSHA Lead in Construction Standard, 29CFR 1926.62 are invoked if any lead is present in the sample; there is no minimum concentration.**

If you have any questions, please feel free to contact me at 815/962-9000. Thank you for the opportunity to serve you on this project.

Sincerely,



Jennifer L. Anderson
President



Certified Lead Inspector and Lead Risk Assessor

Appendix A – Lead-Based Paint Laboratory Analytical Report
Appendix B – Photo Log

Appendix A

**EMSL Analytical, Inc.**

6340 CastlePlace Dr., Indianapolis, IN 46250

Phone/Fax: (317) 803-2997 / (317) 803-3047

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

EMSL Order: 162114758

CustomerID: ANDR78

CustomerPO:

ProjectID:

Attn: **Lucy Doherty**
Anderson Environmental
201 North 6th Street
Rockford, IL 61107

Phone: (815) 962-9000
 Fax: (815) 962-7978
 Received: 7/9/2021 09:15 AM
 Collected: 7/8/2021

Project: 441.04

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client SampleDescription</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>RDL</i>	<i>Lead Concentration</i>
1 162114758-0001	7/8/2021 Site: Gray-East(1st Floor)	7/12/2021	0.2522 g	0.40 % wt	19 % wt
2 162114758-0002	7/8/2021 Site: Green-East(1st Floor)	7/12/2021	0.175 g	0.011 % wt	0.029 % wt
3 162114758-0003	7/8/2021 Site: Gray-West(1st Floor)	7/12/2021	0.2504 g	0.0080 % wt	0.17 % wt
4 162114758-0004	7/8/2021 Site: Green-West(1st Floor)	7/12/2021	0.2516 g	0.0080 % wt	0.016 % wt

Typo Error

Allison Ford, Chemistry Lab Manager
 or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN AIHA-LAP, LLC-ELLAP 157245, OH E10040

Initial report from 07/13/2021 08:23:20



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

162114758

EMSL ANALYTICAL, INC.
6340 CASTLEPLACE
DR.
INDIANAPOLIS IN,
46250
713-686-3635 P
713-686-3645 F

Company : Anderson Environmental Co.		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: 201 N. 6 th Street		Third Party Billing requires written authorization from third party	
City: Rockford	State/Province: IL	Zip/Postal Code: 61107	Country: USA
Report To (Name): Lucy Doherty		Fax #:	
Telephone #: (815) 962-9000		Email Address: ldoherty@andenv.com	
Project Name/Number: 441.04			
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		Purchase Order:	U.S. State Samples Taken: 4

Turnaround Time (TAT) Options* - Please Check

3 Hours |
 6 Hours |
 24 Hours |
 48 Hours |
 3 Days |
 4 Days |
 5 Days |
 10 Days

*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix	Method	Instrument	Reporting Limit	Check
Chips <input type="checkbox"/> mg/cm ² <input checked="" type="checkbox"/> % by wt.	SW846-7000B/7420 or AOAC 974.02	Flame Atomic Absorption	0.01%	<input checked="" type="checkbox"/>
	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
Air	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300 modified	ICP-AES	0.5 µg/filter	<input type="checkbox"/>
	SW846-7000B/7420	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
Wipe* <input type="checkbox"/> ASTM <input type="checkbox"/> non ASTM <small>*if no box is checked, non-ASTM Wipe is assumed</small>	SW846-6010B or C	ICP-AES	0.5 µg/wipe	<input type="checkbox"/>
	SW846-1311/7420/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
TCLP	SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	<input type="checkbox"/>
	SW846-7420	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
Soil	SW846-7421	Graphite Furnace AA	0.3 mg/kg (ppm)	<input type="checkbox"/>
	SW86-6010B or C	ICP-AES	1 mg/kg (ppm)	<input type="checkbox"/>
	SM3111B or SW846-7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
Wastewater	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1 mg/kg (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
Drinking Water	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>

Other: _____ Preservation Method (Water): _____

Name of Sampler: _____ Signature of Sampler: _____

Sample #	Location	Volume/Area	Date/Time Sampled
1	Gray - East (1 st Floor)		7/8/2021 / 11:33AM
2	Green - East (1 st Floor)		7/8/2021 / 11:35AM
3	Gray - West (1 st Floor)		7/8/2021 / 11:41AM
4	Green - West (1 st Floor)		7/8/2021 / 11:43AM

Client Sample #'s: - Total # of Samples: 4

Relinquished (Client):	Date: 7/8/2021	Time: 2:30PM
Received (Lab):	Date: 7/9/21	Time: 9:15am EFX

Appendix B

Property Name: Veterans Memorial Hall

Address: 221 N. Main Street

City, State: Rockford, Illinois



Photo 1

Date: 7/8/2021

Location/Facing: East

Description:

East Windows - 1st Floor



Photo 2

Date: 7/8/2021

Location/Facing: East

Description:

East Windows - 1st Floor



Photo 3

Date: 7/8/2021

Location/Facing: East

Description:

East Windows - 1st Floor

Property Name: Veterans Memorial Hall

Address: 221 N. Main Street

City, State: Rockford, Illinois

Anderson
environmental



Photo 4

Date: 7/8/2021

Location/Facing: West

Description:

West view of the subject building



Photo 5

Date: 7/8/2021

Location/Facing: West

Description:

West Windows - 1st Floor

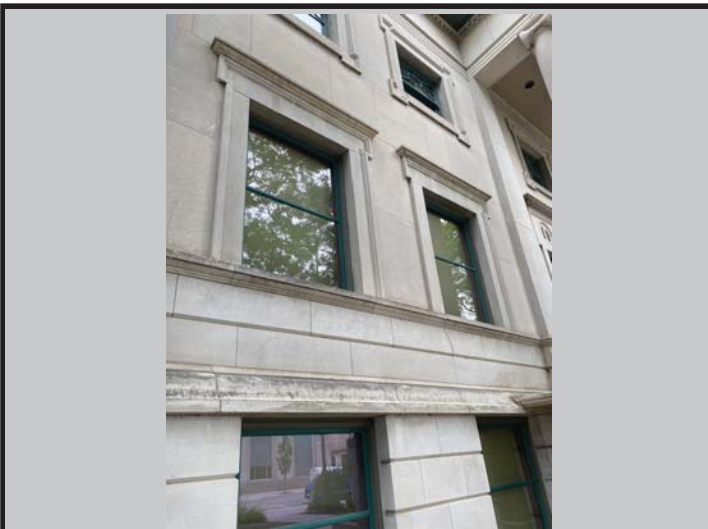


Photo 6

Date: 7/8/2021

Location/Facing: West

Description:

West Windows - 1st Floor

EXTERIOR MAINTENANCE REPAIR WORK FOR:
 VETERANS MEMORIAL HALL
 ROCKFORD, ILLINOIS

SECTION 00 41 00 - BID FORM

1.1 PROJECT IDENTIFICATION

- A. Exterior Maintenance Repair Work for Veterans Memorial Hall at 211 North Main Street, Rockford, Illinois.

1.2 BID TO:

- A. County of Winnebago Purchasing Department, Ann Johns – Director of Purchasing, 404 Elm Street, Room 202, Rockford, IL 61101.

1.3 BID SUBMITTED BY:

- A. CONTRACTOR NAME: _____
 1. Telephone: _____ E-mail: _____.

- B. The Undersigned Bidder agrees the Owner shall have the right to accept ANY bid on the below schedule of bids for a period of forty five (45) days, from the date of opening of the bids at no increase in cost. The bid items selected will depend on the budget available at the time of the bid opening and the Owner’s decisions on the final priority of the work items.

C. SCHEDULE OF BID ITEMS:

- 1. State the amount for a particular item which will be selected by the Owner at their discretion depending on available budget dollars at the time of the bid opening.

General Bid Notes on items below: The Contractor shall be responsible for all construction means and methods and job-site safety. Provide suitable protections during the work as required to protect adjacent surfaces, and materials from permanent damage or staining and follow all other protocols per County work standards and good professional practice at all times. Coordinate work with the Owner carefully and do not block all entrances/ exits from the facility at one time to allow the facility to continue in use during the Work, minimizing impact to the general public as much as possible. See the Project Manual for additional information.

<p><u>Bid Item 1 – Building Cleaning, Brushing & Power Washing</u> of all existing exterior limestone walls, columns, pediments and miscellaneous other exterior façade elements and cleaning exterior windows and trim. Include all related accessories, lifts, reasonable protections and related items.</p>	<p>This work will be provided for the sum of: _____ DOLLARS \$ _____</p>	<p>Maximum number of Work Days to Complete this bid item: _____</p>	<p>This box for Owner use only: Acceptance of this item by the Owner: Yes: _____ [No: _____ this item will be delayed until further funding available.]</p>
---	---	--	---

EXTERIOR MAINTENANCE REPAIR WORK FOR:
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 ROCKFORD, ILLINOIS

<p>Bid Item 2 – Building Façade Tuck Pointing of limestone joints on <u>EAST, WEST AND SOUTH FACADES</u>. (For this bid item: assume for bidding purposes approximately 200 lineal feet of limestone joints will need to be cleaned/prepped and tuck-pointed to match existing adjacent materials. See the drawings for examples of areas needing this work. Variance more or less from this quantity to be adjusted via the Unit Price Schedule after closer field measurements can be made at start of work when suitable lifts are available on-site. The extent of this work will also depend on total available budget at time of bid award.)</p>	<p>This work will be provided for the sum of:</p> <p>_____</p> <p>DOLLARS</p> <p>\$ _____</p>	<p>Maximum number of Work Days to Complete this bid item:</p> <p>_____</p>	<p>This box for Owner use only:</p> <p>Acceptance of this item by the Owner:</p> <p>Yes: _____</p> <p>[No: _____ ___this item will be delayed until further funding available.]</p>
<p>Bid Item 3 – Repair Miscellaneous Fascia and Downspout Sections. Please refer to the drawings for these items. For bidding purposes, assume 6 of the downspout connectors/straps will be required and installed to approximately match the typical existing straps. Adjustment to this assumed quantity will be done per unit price basis after on-site checks can be made when lifts are available on-site.</p>	<p>This work will be provided for the sum of:</p> <p>_____</p> <p>DOLLARS</p> <p>\$ _____</p>	<p>Maximum number of Work Days to Complete this bid item:</p> <p>_____</p>	<p>This box for Owner use only:</p> <p>Acceptance of this item by the Owner:</p> <p>Yes: _____</p> <p>[No: _____ ___this item will be delayed until further funding available.]</p>
<p>Bid Item 4A – Prepare, Scrape (as required to remove all existing loose paint), fill misc holes and cracks, prime and apply minimum two finish coats of paint on exterior wood window elements on SOUTH, EAST AND WEST FACADES using paint colors to match the existing paint. Replace perimeter sealant between wood frame and limestone as required. [Note: Prior to proceeding with painting, provide samples of finish paint for the Owner to review and approve prior to ordering materials.] Please refer to the drawings for notations as to which windows require full scraping/ loose paint removal. Other windows likely only require basic cleaning, priming and finish painting work. If additional windows are found to require full scraping, the contractor will be compensated for that additional work via Unit Pricing.]</p>	<p>This work will be provided for the sum of:</p> <p>_____</p> <p>DOLLARS</p> <p>\$ _____</p>	<p>Maximum number of Work Days to Complete this bid item:</p> <p>_____</p>	<p>This box for Owner use only:</p> <p>Acceptance of this item by the Owner:</p> <p>Yes: _____</p> <p>[No: _____ ___this item will be delayed until further funding available.]</p>

EXTERIOR MAINTENANCE REPAIR WORK FOR:
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<p>Bid Item 4B– Prepare, Scrape (as required to remove all existing loose paint), fill misc holes and cracks, clean, prime and apply minimum two finish coats of paint on exterior wood window elements on <u>NORTH FACADE</u> using paint colors to match the existing paint. Replace perimeter sealant between wood frame and limestone as required. [Note: Prior to proceeding with painting, provide samples of finish paint for the Owner to review and approve prior to ordering materials.] Please refer to the drawings for notations as to which windows require full scraping/ loose paint removal. Other windows likely only require basic cleaning, priming and finish painting work. If additional windows are found to require full scraping, the contractor will be compensated for that additional work via Unit Pricing.]</p>	<p>This work will be provided for the sum of:</p> <p>_____</p> <p>DOLLARS</p> <p>\$ _____</p>	<p>Maximum number of Work Days to Complete this bid item:</p> <p>_____</p>	<p>This box for <i>Owner</i> use only:</p> <p>Acceptance of this item by the Owner:</p> <p>Yes: _____</p> <p>[No: _____ ___this item will be delayed until further funding available.]</p>
<p>Bid Item 5 – Prepare, Scrape (as required to remove all existing loose paint and rust), clean, fill misc holes and cracks, apply rust treatment system to rust areas which are sound, prime and apply minimum two finish coats of paint on exterior metal hand-rails and (4) historic light posts on main exterior stairs on <u>EAST AND WEST FACADES</u> using paint color to match the existing paint. [Note: Prior to proceeding with painting, provide samples of finish paint for the Owner to review and approve prior to ordering materials.]</p>	<p>This work will be provided for the sum of:</p> <p>_____</p> <p>DOLLARS</p> <p>\$ _____</p>	<p>Maximum number of Work Days to Complete this bid item:</p> <p>_____</p>	<p>This box for <i>Owner</i> use only:</p> <p>Acceptance of this item by the Owner:</p> <p>Yes: _____</p> <p>[No: _____ ___this item will be delayed until further funding available.]</p>

EXTERIOR MAINTENANCE REPAIR WORK FOR:
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<p>Bid Item 6A – <u>EAST MAIN ENTRANCE</u> <u>STEPS:</u> Remove and Replace noted broken damaged LIMESTONE STAIR SLABS and remove loose/ broken smaller areas of limestone slabs around railing support posts and provide new reinforcing dowel pins drilled into existing adjacent slabs and fill with synthetic stone replacement system where indicated on the drawings per the manufacturers recommendations for the <u>EAST main entrance steps.</u> Including temp shoring of other adjacent slabs to remain as required and installation of new stone joint replacement work per International Masonry Institute Recommended walking surface slab joint details. (ie. fill the stone slab joints with mortar to within approx. 1 inch from the finish stone surface; install backer rod and walkable urethane sealant system) <u>Note:</u> install new solid-filled concrete block support or poured grout fill below areas of replacement steps which are found to be missing or damaged per the Unit Price Schedule.</p> <p>The Owner understands this is a partial repair only of these steps.</p>	<p>This work will be provided for the sum of:</p> <p>_____</p> <p>DOLLARS</p> <p>\$ _____</p>	<p>Maximum number of Work Days to Complete this bid item:</p> <p>_____</p>	<p>This box for <i>Owner</i> use only:</p> <p>Acceptance of this item by the Owner:</p> <p>Yes: _____</p> <p>[No: _____ ___this item will be delayed until further funding available.]</p>
<p>Bid Item 6B – <u>WEST MAIN ENTRANCE</u> <u>STEPS:</u> Remove and Replace noted broken damaged LIMESTONE STAIR SLABS and remove loose/ broken smaller areas of limestone slabs around railing support posts and provide new reinforcing dowel pins drilled into existing adjacent slabs and fill with synthetic stone replacement system where indicated on the drawings per the manufacturers recommendations for the <u>WEST main entrance steps.</u> Work shall include temporary shoring of other adjacent slabs to remain as required and installation of new stone joint replacement work per International Masonry Institute Recommended walking surface slab joint details. (ie. fill the stone slab joints with mortar to within approx. 1 inch from the finish stone surface; install backer rod and walkable urethane sealant system) <u>Note:</u> install new solid-filled concrete block support or poured grout fill below areas of replacement steps which are found to be missing or damaged per the Unit Price Schedule.</p> <p>The Owner understands this is a partial repair only of these steps.</p>	<p>This work will be provided for the sum of:</p> <p>_____</p> <p>DOLLARS</p> <p>\$ _____</p>	<p>Maximum number of Work Days to Complete this bid item:</p> <p>_____</p>	<p>This box for <i>Owner</i> use only:</p> <p>Acceptance of this item by the Owner:</p> <p>Yes: _____</p> <p>[No: _____ ___this item will be delayed until further funding available.]</p>

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<p><u>Bid Item 7A</u> – Remove all Loose/ broken pieces of LIMESTONE WALL areas on NORTH side of EAST EXTERIOR STAIR ABUTMENT WALL, install new dowel rod pins into sound adjacent stone and PATCH/ FILL WITH SYNTHETIC STONE SYSTEM for the area indicated on the drawings for the <u>EAST main entrance</u>. Work shall include temporary shoring of other adjacent slabs to remain as required and other related accessory items as required.</p>	<p>This work will be provided for the sum of:</p> <p>_____</p> <p>DOLLARS</p> <p>\$ _____</p>	<p>Maximum number of Work Days to Complete this bid item:</p> <p>_____</p>	<p>This box for Owner use only:</p> <p>Acceptance of this item by the Owner:</p> <p>Yes: _____</p> <p>[No: _____ this item will be delayed until further funding available.]</p>
<p><u>Bid Item 7B</u> – Remove Loose/ broken pieces of LIMESTONE WALL areas on SOUTH side of WEST STAIR ABUTMENT WALL, install new dowel rod pins into sound adjacent stone and PATCH/ FILL WITH SYNTHETIC STONE SYSTEM for the area indicated on the drawings for the <u>WEST main entrance</u>. Work shall include temporary shoring of other adjacent slabs to remain as required.</p>	<p>This work will be provided for the sum of:</p> <p>_____</p> <p>DOLLARS</p> <p>\$ _____</p>	<p>Maximum number of Work Days to Complete this bid item:</p> <p>_____</p>	<p>This box for Owner use only:</p> <p>Acceptance of this item by the Owner:</p> <p>Yes: _____</p> <p>[No: _____ this item will be delayed until further funding available.]</p>

1.4 COMPLETION TIME

- A. The Undersigned Bidder states that, if awarded a contract for the Work of the Contract Documents, he shall achieve Substantial Completion of the Work in accord with the Contract within the total number of consecutive calendar days which results from the selected items as listed in the above table of bids from the date of the Notice of Award – not including delays due to weather or other factors such as delays in material deliveries from originally promised delivery dates beyond the Contractors control. [Note: Aside from work not requiring special materials, the Contractor shall NOT commence work for such portions of this work until key materials are on-hand in his possession.

1.5 REQUIRED INFORMATION

- A. The Undersigned agrees to furnish, for the Architect's approval, the following information, complete and in the form prescribed, within the stipulated times. Failure to furnish such information shall be construed as an unauthorized deviation by the Undersigned from the Contract Docu-

EXTERIOR MAINTENANCE REPAIR WORK FOR:
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 ROCKFORD, ILLINOIS

ments and as such will be cause to withhold any and all payment which may become due Undersigned.

1. Before commencement of Work:
 - a. Insurance Certification as outlined in "Winnebago County Insurance Requirements".
 - b. Performance Bond.
 - c. Designation of a Project Superintendent.
 - d. Schedule of Work.
 - e. Submittal and Material Schedule.

1.6 ADDENDUM RECEIPT

- A. The Undersigned Bidder acknowledges receipt of the following Addenda in the preparation of this Bid:
 1. Addendum No. 1, dated _____.
 2. Addendum No. 2, dated _____.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.7 UNIT PRICES:

- A. Cost to Add or Subtract tuck-pointing: \$ _____ / Per Lineal Foot (Add OR Subtract.)
- B. Cost to Add or Subtract window scraping/ paint removal work prior to priming: \$ _____ / Per Lineal Foot of Window Frame (Add OR Subtract)
- C. Cost to Add or Subtract limestone steps to match existing \$ _____ per lineal foot of step (Add OR Subtract)
- D. Cost to Add or Subtract concealed CMU or grout support for limestone stair slabs, \$ _____ per cubic foot of support (Add OR Subtract)
- E. Cost to Add or Subtract downspout anchor connections to approximately match the typical existing connectors or similar \$ _____ each,
- F. Cost to remove and replace limestone step or riser joints with new mortar/ grout; backer rod and walkable urethane sealant system as per International Masonry Institute standards \$ _____ / Per Lineal Foot of joint.

1.8 PROPOSED SUBSTITUTIONS

- A. All bids shall be based on the items, materials and manufacturers identified in the Specifications and as shown on the Drawings.
- B. Bidders desiring to make substitutions for items or materials specified shall list such proposed substitutions below, together with the amount to be added to or deducted from the amounts of their Base Bid. All substitutions must have the same characteristics as items and materials specified and must be explicitly accepted by the Owner to be effective.

C.

BRAND OR MAKE SPECIFIED	PROPOSED SUBSTITUTIONS	ADD	DEDUCT
		\$	\$

EXTERIOR MAINTENANCE REPAIR WORK FOR:
 VETERANS MEMORIAL HALL
 ROCKFORD, ILLINOIS

		\$	\$
		\$	\$
		\$	\$
		\$	\$

1.9 PREVAILING WAGES

- A. The Contractor shall pay and require each subcontractor to pay, not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed, and not less than general prevailing rate of hourly wages for legal holidays and overtime work, as determined by the Illinois Department of Labor, pursuant to the Illinois Revised Statutes, ch. 48, par. 39s-1 et. seq. Contractor shall submit prevailing wage forms as required by Winnebago County.

1.10 PRE-BID MEETING ATTENDANCE

- A. The Undersigned Bidder attended the Mandatory Pre-Bid Meeting? YES _____ NO _____

1.11 SITE INSPECTION

- A. The Undersigned Bidder performed an on-site inspection to become familiar with premises and conditions at the Work site? YES _____ NO _____
- B. Date of Inspection: _____

1.12 ADDITIONAL INFORMATION REQUIRED:

- A. Federal Tax Identification Number: _____
- B. Contractor's State License Number (if applicable): _____
- C. Certificate of Insurance shall be submitted after the Award of the Contract.
- D. The Undersigned Bidder will furnish a client reference list, if and when requested by the Owner. YES _____ NO _____
- E. The Undersigned agrees to furnish for the Owner's approval the following information, complete and in the form prescribed, prior to commencement of Work. The Undersigned further agrees that failure to furnish such information will be construed to be an unauthorized deviation by the Undersigned from the Contract Documents and as such will be cause to withhold any and all payment which may become due Undersigned.
 1. Details of insurance coverages
 2. Submittal and Material Schedule.

1.13 CERTIFICATE OF ELIGIBILITY

_____, being first duly sworn, disposes
 (Name of person making certification)
 and says he/she is the _____ (Title of Office)

EXTERIOR MAINTENANCE REPAIR WORK FOR:
VETERANS MEMORIAL HALL
ROCKFORD, ILLINOIS

of _____ (Firm Name)

and that he/she has authority to make the following Certification; that to the best of my knowledge and belief

(Firm Name)

is not barred from bidding on the Contract as a result of the violation of either 725 ILCS 5/33 E 3 or 33 E4.

SUBSCRIBED AND SWORN TO

(Signature)

before me this ___ day of _____ 2021. _____

Notary Public

1.14 NON-COLLUSION AFFADAVIT

- A. The Bidder, by its officers and _____ agent or representatives present at the time of filing this Bid, being duly sworn, on their oaths say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any public officer or the County of Winnebago, Illinois, whereby such affiant or affiants or either of them, has paid or is to pay to such other Bidder or public officer any sum of money, or has given or is to give other Bidder or public officer anything of value whatsoever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought by the attached Bids; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said Bid or awarding of the Contract; nor has this Bidder any agreement or understanding of any kind whatsoever, with any person, whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid.

SUBSCRIBED and sworn to before me by _____

this day of _____ 2021. My Commission Expires _____

1.15 CERTIFICATION OF NON-SEGREGATED FACILITIES

- A. The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.
- B. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific periods) he will obtain identical certification from proposed subcontractors from the provisions of the Equal Opportunity clause, and that he will retain such certification in his file.

EXTERIOR MAINTENANCE REPAIR WORK FOR:
VETERANS MEMORIAL HALL
ROCKFORD, ILLINOIS

Signed

Company

Date

1.16 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN STATEMENT OF POLICY

- A. It is the policy of this company _____, to provide equal employment opportunity without regard to race, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive Orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates it's active support of the principle of equal opportunity in employment.

Signature of Officer

Company Name

Address

1.17 THE EMPLOYMENT OF PUBLIC WORKERS ON PUBLIC WORKS ACT

- A. The Employment of Public Workers on Public Works Act is active and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3. The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents. Please review the statute at the following link at <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7> and acknowledge, in writing that your respective organization will comply with the requirements set forth. The requirements set forth in this Act will be in full effect until notified, in writing, by Winnebago County, Illinois.

Signed

Company

Date

1.18 NON-BARRED BIDDING

- A. The Bidder/Contractor certifies, by submission of this Bid, that it is not barred from bidding on this Contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating.

1.19 NON-DISCRIMINATION

- A. Winnebago County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

EXTERIOR MAINTENANCE REPAIR WORK FOR:
VETERANS MEMORIAL HALL
ROCKFORD, ILLINOIS

1.20 DISQUALIFICATION OF RESPONDENTS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid: Evidence of collusion among Bidders. Lack of competency as revealed by either financial, experience, or equipment statements. Lack of responsibility as shown by past work. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

1.21 HOLD HARMLESS AGREEMENT

- A. Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

1.22 DRUG FREE WORKPLACE

- A. The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

1.23 NON-DISCRIMINATING

- A. The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

1.24 CONFIDENTIAL INFORMATION AND COUNTY PROPERTY

- A. It is agreed that all specifications, drawings, or data furnished by County of Winnebago shall (1) remain the County of Winnebago's sole and exclusive property; (2) be considered and treated by Contractor as County of Winnebago's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

1.25 SUBSTANCE ABUSE PREVENTION

- A. The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the contractor and by employees of all approved subcontractors while performing work on a public works project. The contractor/subcontractor hereby certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.
- B. Bidders and their subcontractors (if applicable) certifies that the entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635, or certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement a written substance abuse prevention program that deals with subject of the Act, and will attach the substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

1.26 PROTEST

EXTERIOR MAINTENANCE REPAIR WORK FOR:
VETERANS MEMORIAL HALL
ROCKFORD, ILLINOIS

- A. Firms wishing to protest Bids or awards shall notify the Director of Purchasing in writing within 5 days after the invitation to Bid opening. The notification should include the Bid number, the name of the firm protesting and the reason why the firm is protesting the Bid. The Director of Purchasing will respond to the protest within five (5) calendar days.

1.27 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- A. The Bidder certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation.
- B. Additionally, for all new contractors and vendors to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the vendor be created in our accounting system.

1.28 CANCELLATION

- A. The County of Winnebago reserves the right to cancel any contract in whole or in part without penalty due to failure of the contractor to comply with terms, conditions and specifications of this contract.

1.29 STATEMENT OF CONTRACTOR'S BUSINESS ORGANIZATION

- A. For Bid Submitted by an individual:
 - 1. The Owner: _____
- B. For Bid submitted by a partnership:
 - 1. Names of all the Partners:
 - a. _____
 - b. _____
 - c. _____
- C. For Bid submitted by a corporation:
 - 1. Name and Title of Officers authorized to sign contracts:
 - a. _____ Name _____ Title
 - b. _____ Name _____ Title
 - c. _____ Name _____ Title

Corporate Seal:

EXTERIOR MAINTENANCE REPAIR WORK FOR:
VETERANS MEMORIAL HALL
ROCKFORD, ILLINOIS

D. All Bidders:

1. Name of Firm: _____

2. Official Address:

3. Dated this _____ day of _____

4. Name: _____

5. Signature: _____

END OF SECTION 00 41 00



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Exterior Maintenance Repair Work
Veterans Memorial Hall
211 North Main Street
Rockford, Illinois 61101

THE OWNER:

(Name, legal status and address)

County of Winnebago, IL
404 Elm Street
Rockford, IL 61101

THE ARCHITECT:

(Name, legal status and address)

Larson & Darby Group, Inc.
4949 Harrison Avenue, Suite 100
Rockford, Illinois 61108

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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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.

§ 1.1.9 THE PROJECT MANUAL

1.1.9.1 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.10 The term "product" means materials, devices, systems, and equipment as applicable.

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§ 1.1.11 The term "provide" means furnish and completely install in place.

§ 1.1.12 In all cases whether products are referred to as singular or plural, such reference shall mean as many such products as are required to complete the Work.

§ 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 In event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 The Agreement.
- .2 Addenda, with those of later date having precedence over those of earlier date.
- .3 The Supplementary Conditions.
- .4 General Conditions of the Contract for Construction.
- .5 Drawings and Specifications.

§ 1.2.1.2 In case of an inconsistency between Drawings and the Specifications, or within or among the Contract Documents and not clarified by addendum, the Contractor shall be deemed to have bid upon, and agreed to provide, the greater quantity or higher quality of Work.

§ 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.

§ 1.4.1 All statements in the Contract Documents are requirements for the Contractor unless another person or entity is specifically identified. The fact that the words "Contractor shall" are absent from one statement and appear in another is not intended to affect the interpretation of either statement.

§ 1.4.2 All details and notes on the Drawings shall be considered to be typical and what is shown or noted in one instance shall apply to all similar and related instances, whether or not the detail or note is repeated.

§ 1.4.3 Should there be a discrepancy or a question of intent, refer matter to Architect for decision before ordering any equipment or materials, and before starting any related work.

§ 1.4.4 The Drawings are diagrammatic and shall be followed as closely as actual construction of building and work of each trade will permit. All changes from Drawings necessary to make work of each trade conform to building construction and work of other trades shall be done at appropriate trade's expense.

§ 1.4.5 Items and accessories or devices reasonably inferable as necessary to complete the installation and operation of any system shall be provided by Contractor for such system whether or not specifically called for by specifications or Drawings.

§ 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

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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.

§ 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.

§ 3.2.3.1 Install Work in locations shown on Drawings, unless Project conditions require rearrangement.

§ 3.2.3.2 Prepare coordination drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain Architect's review before proceeding.

§ 3.2.3.3 Architect may change location of any equipment 5' in any direction and may change location of any piping, ductwork, conduit, etc. 10' in any direction without additional cost to Owner, provided such changes are made before installation.

§ 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.

§ 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.

3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

.1 represents that it has personally investigated the proposed substitute product and

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determined that it is equal or superior in all respects to that specified;

.2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;

.3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and

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

3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 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.

3.6.1 According to Tax Rule #40-Illinois Retailer's Occupational and Use Tax (Sales Tax), building materials purchased for incorporation into this project are exempt from the Sales Tax and therefore said tax shall not be included in bid amounts. The Owner shall furnish the Contractor(s) with the required Tax Exemption Number upon signing of Contracts.

3.6.2 TAXES NOT APPLICABLE; The County of Winnebago as a Governmental Unit pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded from Bid. County Tax Exempt Number is: E9992-3963-07.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and the Owner will 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.

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§ 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~~ 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

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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.

3.12.6.1 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one resubmittal. The Owner will obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 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.

§ 3.18.3 In the event any party is requested but refuses to honor the indemnity obligations here under, the party indemnifying shall in addition to all other obligations, pay the cost of bringing such action, including attorney's fee, to the party requesting indemnity.

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.

4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be

increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any

Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, ten percent

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of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent of the amount due the Subcontractors.

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, ten percent of the cost.

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Subsubcontractors, five percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit 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.

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§ 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~~ working day, excluding weekends and legal holidays.

§ 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.

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§ 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.

9.1.3 PROMPT PAYMENT ACT: The Bid provides that all payments are subject to the Local Governmental Prompt Payment Act unless as otherwise noted in the solicitation.

§ 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.

§ 9.2.1 The Contractor shall submit a sworn statement of persons furnishing material and labor before any payments will be made to the Contractor.

9.2.2 If the Contractor intends to request payment for stored materials in accordance with paragraph 9.3.2, the Schedule of Values shall so state.

§ 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.

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§ 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.

§ 9.3.1.3 Once each month the Contractor shall make an application for partial payment to the Owner.

§ 9.3.1.4 The form of Application for Payment shall be notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703. Continuation Sheet and accompanied by forms "Sworn Statement for Contractor and Subcontractor" and "Waiver of Lien".

§ 9.3.1.5 The first application for payment shall be accompanied by the Contractor's partial waiver of Lien for the amount requested. Each subsequent monthly application for payment shall be accompanied by the Contractor's partial waiver and by Subcontractors' and Suppliers' waivers for the amounts included in the previous month's pay request.

§ 9.3.1.6 The final application for payment shall be accompanied by the final waivers of lien from the Contractor and from Subcontractors and Suppliers who have not already furnished final waivers.

§ 9.3.1.7 Initial application for payment by the Contractor may be made upon contract signing to cover expenses related to pre-construction activities, including:

Applicable Bonds and Insurance

Permits, Fees and Notices

Construction Facilities and Temporary Controls which include:

Mobilization

Temporary Utilities

Temporary Construction

Construction Aids

Barriers

Access Roads and Parking Areas

Temporary Environmental Control

Project Identification and Signs

Field Offices and Sheds

§ 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. Payment for materials stored on or off the site shall not include overhead and profit.

9.3.2.1 Payment for materials stored on-site is subject to the prior, explicit, written approval by the Owner, and to conditions including but not limited to the following:

9.3.2.1.1 Materials shall be stored in a secure location that protects the materials from theft and from adverse effects of hot and cold conditions, and adverse effects of weather, humidity, and damp or wet floors.

9.3.2.1.2 Materials shall be stored and arranged in accordance with manufacturer's recommendations and industry standards.

9.3.2.1.3 Contractor shall provide a printed inventory log to the Owner verifying that the stored material meets the quality and quantity requirements of the Contract Documents.

9.3.2.1.4 Materials stored on-site for more than 30 days prior to being incorporated into the building shall not be eligible for payment.

9.3.2.1.5 Warranty on stored materials shall not commence until date of Substantial Completion.

9.3.2.2 Payment for materials stored off-site is subject to the prior, explicit, written approval by the Owner, and to conditions including but not limited to the following:

9.3.2.2.1 Materials shall be stored in the Contractor's or Subcontractor's warehouse, not at a supply house.

9.3.2.2.2 Materials shall be fully fabricated and tagged with the name of the Project and the name of the Owner.

9.3.2.2.3 Bill of sale shall be to the Owner, not to the Contractor or Subcontractor.

9.3.2.2.4 Warranty on stored materials shall not commence until date of Substantial Completion.

§ 9.3.2.3 All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

§ 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;

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- .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.

§ 9.6.1.1 Once each month the Owner will make a partial payment to the Contractor on the basis of the approved application for payment.

§ 9.6.1.2 Until the contract is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments.

9.6.1.3 . When the contract is 50 percent complete, retainage withheld shall be reduced so that no more than 5 percent is held. After the contract is 50 percent complete, 5 percent of the amount of any subsequent payments will be held as retainage.

§ 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.

§ 11.1.5 **Contractor's Liability Insurance:** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees, or persons or entities excluded by statute from the requirements of Clause 11.1.5.1 but required by the Contract Documents to provide the insurance required by that Clause;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .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;
- .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;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - .1 Premises Operations (including X, C and U coverages as applicable).
 - .2 Independent Contractor's Protective.
 - .3 Products and Completed Operations to be maintained for 3 years after final payment.
 - .4 Personal Injury Liability with Employment Exclusion deleted.
 - .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - .6 Owned, non-owned and hired motor vehicles.
 - .7 Broad Form Property Damage including Completed Operations.
- .10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract: the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

§ 11.1.6 The insurance required by Section 11.1.5 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the

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date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.6.1 Insurance coverage types and requirements shall be in accordance with "County of Winnebago , Illinois Insurance Requirements".

§ 11.1.6.2 Owner will require the Contractor to obtain and maintain Commercial General Liability Insurance with Broad Form Property Damage coverage and contractual liability endorsement insuring the indemnity required of the Contractor. The indemnities will be named as additional insureds on the Contractor's Commercial General Liability policy. The additional insured endorsement included on the Contractor's Commercial General Liability policy will provide the following: (1) that the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the contractor; (2) that if the additional insureds have other insurance which is applicable to the loss, such other insurance will be an excess or contingent basis; (3) that the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance; and (4) that the additional insureds will be given not less than 30 days prior written notice of any cancellation thereof. Certificates of insurance evidencing the foregoing will be issued to the Architect.

§ 11.1.6.3 Furthermore, in claims by an employee of the Contractor, subcontractor(s), or anyone directly or indirectly employed by them or anyone for whose acts may be liable, contribution liability under the Illinois Contribution Among Joint Tortfeasors Act shall not be limited, reduced, abridged or negated in any way or to any extent by virtue of any payment or payments made pursuant to the Illinois Worker's compensation Act or similar Act; in this regard, and only with respect to Owner, Architect, Architect's Consultants, and their respective agents and employees, contractor waives its right to assert the exclusive remedy provisions of the Illinois Worker's Compensation Act or other similar Act and waives the benefit of any case law imposing any limitation on Contractor's contribution liability by virtues of benefits paid to any employee under the Workman's Compensation Act, Disability Act or other employee benefit Act.

§ 11.1.6.4 The Contractor shall name the Indemnities, including, but not limited to, the Owner, Architect, Architect's Consultants and agents and employees of any of them, as additional insureds under the Contractor's Comprehensive General Liability Policy. The additional insured endorsement included on the Contractor's Comprehensive General Liability Policy shall state that coverage is afforded the additional insureds with respect to claims arising out of ongoing and completed operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 11.1.6.5 The Contractor shall submit completed Form CG-2010 and CG-2037 to verify endorsement of coverage of additional insureds.

§ 11.1.7 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715™-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.

§ 11.1.8 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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§ 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~~-insurance.\\

§ 11.2.4 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.2.4.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.2.4.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.2.4.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.2.4.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.2.4.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.2.5 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.2.6 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.2.7 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.2.8 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 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.

11.6 PERFORMANCE BOND AND PAYMENT BOND

11.6.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

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 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.

§ 12.2.3 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.

13.1.1 INTERPRETATION, LAW AND VENUE: The laws of the State of Illinois govern the interpretation and construction of any County Contract. Any action pursuant to this Contract, must be filed and maintained in a court of the State of Illinois in Winnebago County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This Contract incorporates the complete agreement of the parties with respect to the subject matter of this Contract. No oral agreement or other understanding will in any way modify the terms and conditions of any Contract.

§ 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;

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- .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; or
- .5 Contractor becomes suspended or debarred from Government work.

§ 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.

COUNTY OF WINNEBAGO, ILLINOIS

INSURANCE REQUIREMENTS

Upon notice of acceptance of Bid/Proposal, the successful bidder shall, within fourteen (14) calendar days of said notice, furnish to the Director of Purchasing a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

MINIMUM ACCEPTABLE LIMITS OF LIABILITY

INSURANCE	Group A	Group B	Group C	Group D	Group E
1 Workers' Compensation	Statutory	Statutory	Statutory	Statutory	Statutory
2 Employers Liability					
A. Each Accident	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000
B. Each Employee-Disease	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000
C. Policy Aggregate-Disease	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000
3 Commercial General Liability					
A. Per Occurrence	\$ 5,000,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000
B. General Aggregate					
1 General Aggregate - Per Project	\$ 5,000,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000
2 General Aggregate - Products/ Completed Operations	\$ 5,000,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,000,000
4 Business Auto Liability	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000
5 Professional Errors and Omissions				\$ 1,000,000	
6 Environmental Impairment Liability					\$ 5,000,000

Group A	High and Moderate Risk Factors	General Contractors, Construction Managers, Demolition, Structural Steel Erectors, Elevator Installation, Electrical, HVAC, Plumbing, Masonry, Carpentry, Concrete Work, Drilling, Site Preparation, etc.
Group B	Lower Risk Contractors and High Risk Services	Snow Removal, Drywall Installers, Decorators, Light Carpentry, Painters, Signage, Elevator Maintenance & Repair, Boiler Maintenance & Repair, etc.
Group C	Lower Risk Services	Janitorial Service, Office Machine Maintenance & Repair, Vending Machine Service, Landscaping, Food Service, etc.
Group D	Professional Services	Architects, Engineers, Surveyors, Designers, Nurses, Doctors, etc.
Group E	Environmental Services	Underground Storage Tank Removal, Asbestos Abatement, Site Remediation, Waste Haulers, etc.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- A) It is the responsibility of Contractor to provide copy of BID/PROPOSAL to their carrier.

COUNTY OF WINNEBAGO, ILLINOIS

INSURANCE REQUIREMENTS

- B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
- C) No work shall be started until receipt of Certificate of Insurance.

The County of Winnebago, Illinois shall be named as additionally insured on all Certificates of Insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be sent to:

Winnebago County
Purchasing Department
404 Elm Street
Rockford, IL 61101
AJohns@WinCoil.us

The insurance carrier of the insured is required to notify the Winnebago County of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance, the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract, and the Contractor shall accept and bear all costs that may result due to the Contractor's failure to provide and maintain the required insurance.

EXTERIOR MAINTENANCE REPAIR WORK FOR
VETERANS MEMORIAL HALL
ROCKFORD, ILLINOIS

DOCUMENT 00 73 43 - PREVAILING WAGE RATES

1 GENERAL

1.1 SUMMARY

- A. The Contractor and Subcontractors shall pay to all laborers, workmen, and mechanics performing work under the Contract, not less than the prevailing rate of wages as indicated on the attached Prevailing Wages from the Illinois Department of Labor.

End of Document 00 73 43

Winnebago County Prevailing Wage Rates posted on 7/15/2021

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		41.90	42.90	1.5	1.5	2.0	2.0	9.35	21.76	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		18.95	0.00	1.5	1.5	2.0	2.0	2.70	3.35	0.00	0.00	
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40	
BRICK MASON	All	BLD		43.40	46.15	1.5	1.5	2.0	2.0	12.85	16.70	0.00	0.99	
CARPENTER	All	BLD		41.79	46.39	1.5	1.5	2.0	2.0	12.10	18.25	0.00	0.74	
CARPENTER	All	HWY		46.00	47.75	1.5	1.5	2.0	2.0	12.90	18.00	0.00	0.74	
CEMENT MASON	All	ALL		39.00	41.75	1.5	1.5	2.0	2.0	12.55	19.93	0.00	0.55	
CERAMIC TILE FINISHER	All	BLD		36.80		1.5	1.5	2.0	2.0	11.10	10.54	0.00	0.85	
COMMUNICATION TECHNICIAN	All	BLD		42.05	46.26	1.5	1.5	2.0	2.0	15.54	16.72	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	All	BLD		50.00	55.00	1.5	1.5	2.0	2.0	15.54	21.88	0.00	1.00	
ELEVATOR CONSTRUCTOR	All	BLD		55.60	62.55	2.0	2.0	2.0	2.0	15.88	19.31	4.45	0.64	
GLAZIER	All	BLD		42.93	43.93	1.5	1.5	1.5	2.0	17.13	6.07	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		33.83	36.87	1.5	1.5	2.0	2.0	9.10	20.67	0.00	0.48	
IRON WORKER	All	ALL		41.37	46.33	2.0	2.0	2.0	2.0	12.66	29.95	0.00	1.80	
LABORER	All	BLD		36.20	37.20	1.5	1.5	2.0	2.0	9.35	21.76	0.00	0.80	
LABORER	All	HWY		38.75	39.50	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
LABORER, SKILLED	All	HWY		41.90	42.65	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
LATHER	All	BLD		41.79	46.39	1.5	1.5	2.0	2.0	12.10	18.25	0.00	0.74	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		36.80		1.5	1.5	2.0	2.0	11.10	10.54	0.00	0.85	
MARBLE MASON	All	BLD		39.79	42.29	1.5	1.5	2.0	2.0	11.10	12.54	0.00	0.90	
MATERIAL TESTER I	All	ALL		38.75	39.50	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
MATERIALS TESTER II	All	ALL		38.75	39.50	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
MILLWRIGHT	All	BLD		43.97	48.37	1.5	1.5	2.0	2.0	11.30	17.29	0.00	0.76	
OPERATING ENGINEER	All	BLD	1	48.05	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	2	47.35	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	3	44.90	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	

OPERATING ENGINEER	All	BLD	4	42.90	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	5	51.80	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	6	51.05	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	BLD	7	48.05	52.05	2.0	2.0	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	1	47.90	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	2	47.35	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	3	46.05	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	4	44.60	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	5	43.15	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	6	50.90	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
OPERATING ENGINEER	All	HWY	7	48.90	51.90	1.5	1.5	2.0	2.0	21.90	17.50	3.00	2.30	
PAINTER	All	ALL		42.15	44.15	1.5	1.5	1.5	2.0	15.89	9.17	0.00	1.10	
PILEDRIVER	All	BLD		42.79	47.50	1.5	1.5	2.0	2.0	12.10	18.25	0.00	0.74	
PILEDRIVER	All	HWY		47.00	48.75	1.5	1.5	2.0	2.0	12.90	18.00	0.00	0.74	
PIPEFITTER	All	BLD		50.45	53.98	1.5	1.5	2.0	2.0	9.70	12.90	0.00	1.95	
PLASTERER	All	BLD		36.00	39.60	1.5	1.5	2.0	2.0	12.30	21.32	0.00	0.55	
PLUMBER	All	BLD		50.45	53.98	1.5	1.5	2.0	2.0	9.70	12.90	0.00	1.95	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.23	13.91	0.00	0.91	
SHEETMETAL WORKER	All	BLD		45.94	50.35	1.5	1.5	2.0	2.0	8.25	21.46	0.00	0.80	0.92
SPRINKLER FITTER	All	BLD		43.45	46.45	1.5	1.5	2.0	2.0	10.55	14.22	0.00	0.52	
STONE MASON	All	BLD		43.40	46.15	1.5	1.5	2.0	2.0	12.85	16.70	0.00	0.99	
TERRAZZO FINISHER	All	BLD		36.80		1.5	1.5	2.0	2.0	11.10	10.54	0.00	0.85	
TERRAZZO MASON	All	BLD		39.79	42.29	1.5	1.5	2.0	2.0	11.10	12.54	0.00	0.90	
TILE LAYER	All	BLD		41.79	46.39	1.5	1.5	2.0	2.0	12.10	18.25	0.00	0.74	
TILE MASON	All	BLD		39.79	42.29	1.5	1.5	2.0	2.0	11.10	12.54	0.00	0.90	
TRUCK DRIVER	All	ALL	1	39.87	40.33	1.5	1.5	2.0	2.0	11.10	13.30	0.00	0.20	
TRUCK DRIVER	All	ALL	2	40.02	40.33	1.5	1.5	2.0	2.0	11.10	13.30	0.00	0.20	
TRUCK DRIVER	All	ALL	3	40.22	40.33	1.5	1.5	2.0	2.0	11.10	13.30	0.00	0.20	
TRUCK DRIVER	All	ALL	4	40.33	40.33	1.5	1.5	2.0	2.0	11.10	13.30	0.00	0.20	
TUCKPOINTER	All	BLD		43.40	46.15	1.5	1.5	2.0	2.0	12.85	16.70	0.00	0.99	

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 WINNEBAGO 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.

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.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash,

lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, con-crete burning machine operator, coring machine operator, plaster ten-der, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, haz-ardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

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

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

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and

tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TTeamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

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.

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. Project: Exterior maintenance repair Work for Veterans Memorial Hall, Rockford, Illinois. Work includes but is not limited to:
1. Power washing/ cleaning exterior facades.
 2. Tuck-pointing various areas.
 3. Repairing some of the broken stone wall panels with synthetic stone repair systems.
 4. Replacing / repairing some of the existing stone step slabs
 5. Prepping/ repairing and painting exterior window frames, handrails and historic light poles.
 6. Repairing some sections of the upper soffits and painting.

1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have limited use of site indicated.
1. Owner will occupy premises during construction. Perform construction only during normal working hours (8 AM to 5 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 10 00

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SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES

- A. Allowances shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include freight, and delivery to Project site. Include the following allowances in the Contract Sum:
 - 1. General Allowance: \$16,000.00
- B. Submit invoices to show cost of products furnished under each allowance. Reconciliation of Allowance amounts with actual costs will be by Change Order.

1.2 ALTERNATES

- A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Indicate on the Bid Form amounts to be deducted from or added to the Contract Sum for alternates as requested on the Bid Form.

1.3 UNIT PRICES

- A. A unit price is an amount proposed by bidders and stated on the Bid Form as a price per unit of measurement for work added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Unit price items are specified in the Bid Form.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.

1.4 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Contractor on AIA Document G709, Architect will issue a Change Order on AIA Document G701, for all changes to the Contract Sum or the Contract Time.
- B. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive on AIA Document G714, instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to the Contract Sum or the Contract Time.

1.5 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least 10 days before the initial Application for Payment. Break down the Contract Sum into at least one line item for each Specification Section in the Project Manual table of contents. Coordinate the Schedule of Values with Contractor's Construction Schedule.
 - 1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

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2. Provide separate line items in the Schedule of Values for initial cost of materials and for total installed value of that part of the Work.
- B. Submit 3 copies of each application for payment on AIA Document G702/703, according to the schedule established in Owner/Contractor Agreement.
1. With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation.
 - a. Include consent of surety to final payment on AIA Document G707 and insurance certificates.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 20 00

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SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.
- B. Schedule and conduct progress meetings at Project site at regular intervals. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities.
 - 1. Record minutes and distribute to everyone concerned, including Owner and Architect.

1.2 SUBMITTAL PROCEDURES

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 2. Submit PDF copies of each submittal to Architect by email to: documentadmin@larsondarby.com.
 - 3. Architect will return submittals, without review, received from sources other than Contractor.
- B. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect. Include the following information on the label:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.
 - 4. Name and address of subcontractor or supplier.
 - 5. Number and title of appropriate Specification Section.
- C. Identify deviations from the Contract Documents on submittals.
- D. Contractor's Construction Schedule Submittal Procedure: Submit schedule within ten days after date established for Commencement of the Work.

1.3 MSDS

- A. When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County's Purchasing Department.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable products and options. Include the following:
 - 1. Manufacturer's written recommendations, product specifications, and installation instructions.
 - 2. Wiring diagrams showing factory-installed wiring.

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3. Printed performance curves and operational range diagrams.
 4. Testing by recognized testing agency.
 5. Compliance with specified standards and requirements.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Include the following:
1. Dimensions and identification of products.
 2. Fabrication and installation drawings and roughing-in and setting diagrams.
 3. Wiring diagrams showing field-installed wiring.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
1. If variation is inherent in material or product, submit at least three sets of paired units that show variations.

2.2 INFORMATION SUBMITTALS

- A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within 10 days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 SUBMITTAL REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Architect will review each action submittal, make marks to indicate corrections or modifications required, stamp and mark as appropriate to indicate action taken, and return to Contractor.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.
- B. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.

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1. As the Work progresses, indicate Actual Completion percentage for each activity.

END OF SECTION 01 30 00

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Use Charges: Cost or use charges for temporary facilities shall be included in the Contract Sum.
- B. Use water and electric power from Owner's existing system without metering and without payment of use charges.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

3.2 TEMPORARY SUPPORT FACILITIES

- A. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction.
- B. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.

3.3 TEMPORARY SECURITY AND PROTECTION FACILITIES

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
 - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures throughout cleaning operations.

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3. Clean, repair, and restore adjoining properties and roads affected by runoff from cleaning operations during the course of Project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- 3.4 TERMINATION AND REMOVAL
- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
- B. Remove temporary facilities and controls no later than Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

END OF SECTION 01 50 00

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitutions: Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
 - 1. Submit three copies of each request for product substitution.
 - 2. Submit requests within ten days after the Notice of Award.
 - 3. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 4. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
 - 5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.
- C. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 4. Store materials in a manner that will not endanger Project structure.
 - 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- D. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
 - 2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:

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1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
 2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
 3. Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available manufacturers," provide one of the named items that complies with requirements. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
 4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
 5. Where Specifications name a single product as the "basis-of-design" and no other manufacturers are named, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 60 00



SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase)

Project: _____ Substitution Request Number: _____

 From: _____
 To: _____ Date: _____

 A/E Project Number: _____
 Re: _____ Contract For: _____

Specification Title: _____ Description: _____
 Section: _____ Page: _____ Article/Paragraph: _____

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

History: New product 1-4 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:
 Project: _____ Architect: _____
 Address: _____ Owner: _____
 _____ Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

SUBSTITUTION REQUEST

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments:

A/E's REVIEW AND RECOMMENDATION

- Approve Substitution - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Approve Substitution as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

OWNER'S REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution rejected - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E

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SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of prints of the Contract Drawings as Record Drawings. Mark to show actual installation where installation varies from that shown originally.
 - 1. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to property survey and existing benchmarks.
- C. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.

3.2 CUTTING AND PATCHING

- A. Do not cut structural members or operational elements without prior written approval of Architect.
- B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned with other portions of the Work. Clean exposed surfaces and protect from damage.
- B. Clean Project site and work areas daily, including common areas.

3.4 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:

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1. Remove labels that are not permanent.
2. Clean transparent materials, including glass. Remove excess glazing compounds. Replace chipped or broken glass.
3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep concrete floors broom clean.
4. Vacuum flooring.
5. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.5 CLOSEOUT PROCEDURES

- A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, maintenance service agreements, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Submit Record Drawings and Specifications, operation and maintenance manuals, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items.
 7. Make final changeover of permanent locks and deliver keys to Owner.
 8. Complete startup testing of systems.
 9. Remove temporary facilities and controls.
 10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 11. Complete final cleaning requirements, including touchup painting.
 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
- C. Request inspection for Final Completion, once the following are complete:
1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- E. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

END OF SECTION 01 70 00

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SECTION 04 01 40 - MAINTENANCE OF STONE ASSEMBLIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes maintenance of stone assemblies consisting of stone restoration and cleaning as follows:
 1. Repairing stone masonry, including replacing whole units.
 2. Repointing joints.
 3. Preliminary cleaning, including removing plant growth.
 4. Cleaning exposed stone surfaces.

1.2 UNIT PRICES

- A. Work of this Section is affected by unit prices.

1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For the following:
 1. Replacement stone units and their jointing, showing relation of existing to new units.
 2. Provisions for expansion joints or other sealant joints.
- C. Samples: For each exposed product and for each color and texture specified.

1.5 QUALITY ASSURANCE

- A. Restoration Specialist Qualifications: Engage an experienced stone restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry or new stone masonry is not sufficient experience for stone restoration work.
 1. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
 2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that stone restoration and cleaning work is in progress.
 3. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing. When stone units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.
- B. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
 1. Mockups shall be subject to review and acceptance by Owner and Architect.
 2. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent

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whole units or approximately 48 inches in least dimension. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:

- a. Replacement: One stone unit replaced.
 3. Repointing: Rake out joints in area directed by Architect, and repoint the joint.
 4. Cleaning: Clean an area approximately 25 sq. ft. for each type of stone and surface condition.
- C. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.1 STONE MATERIALS

- A. Stone: Provide natural building stone of variety, physical properties, color, texture, grain, veining, finish, size, and shape to match existing stone.
1. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II, white or gray or both where required for color matching of exposed mortar.
1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Sand: ASTM C 144 unless otherwise indicated.
1. Color: Provide natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
 2. For pointing mortar, provide sand with rounded edges.
 3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
- D. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
- E. Water: Potable.

2.3 MANUFACTURED REPAIR MATERIALS

- A. Stone Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching stone.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cathedral Stone Products, Inc.; Jahn Restoration Mortars.
 - b. Conproco Corporation; Matrix.
 - c. Edison Coatings, Inc.; Custom System 45.
 2. Use formulation that is vapor- and water permeable (equal to or more than the stone), exhibits low shrinkage, has lower modulus of elasticity than the stone units being repaired, and develops high bond strength to all types of stone.
 3. Formulate patching compound in colors, textures, and grain to match stone being patched.

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- B. Stone-to-Stone Adhesive: 2-part polyester or epoxy-resin stone adhesive with a 15- to 45-minute cure at 70 deg F or 1-part cementitious stone adhesive, recommended by adhesive manufacturer for type of stone repair indicated, and matching stone color.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Two-Part Polyester or Epoxy-Resin Stone Adhesive:
 - 1) Akemi North America; Akepox.
 - 2) Bonstone Materials Corporation; Fast Set 41.
 - 3) Edison Coatings, Inc.; Flexi-Weld 520T.
 - b. One-Part Cementitious Stone Adhesive:
 - 1) Cathedral Stone Products, Inc.; Jahn Restoration Adhesive.

2.4 CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F.
- C. Job-Mixed Detergent Solution: Solution prepared by mixing 2 cups of tetrasodium polyphosphate, 1/2 cup of laundry detergent, and 20 quarts of hot water for every 5 gal. of solution required.
- D. Job-Mixed Mold, Mildew, and Algae Remover: Solution prepared by mixing 2 cups of tetrasodium polyphosphate, 5 quarts of 5 percent sodium hypochlorite (bleach), and 15 quarts of hot water for every 5 gal. of solution required.

2.5 ACCESSORY MATERIALS

- A. Stone Anchors and Pins: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors and pins from Type 304 stainless steel.
- B. Setting Buttons: Resilient plastic buttons, nonstaining to stone, sized to suit joint thicknesses and bed depths of stone units without intruding into required depths of pointing materials.

2.6 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 - 1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mortar Proportions: Mix mortar materials in the following proportions:
 - 1. Pointing Mortar for Stone: 1 part white portland cement, 6 parts lime, and 12 parts sand.
 - a. Add mortar pigments to produce mortar colors required.

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2. Rebuilding (Setting) Mortar: Same as pointing mortar except mortar pigments are not required.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from stone restoration work.

3.2 STONE REMOVAL AND REPLACEMENT

- A. At locations indicated, remove stone that has deteriorated or is damaged beyond repair or is to be reused. Carefully demolish or remove entire units from joint to joint, without damaging surrounding stone, in a manner that permits replacement with full-size units.
- B. Support and protect remaining stonework that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Remove in an undamaged condition as many whole stone units as possible.
 1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, brushes, and water.
 2. Remove sealants by cutting close to stone with utility knife and cleaning with solvents.
- E. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Replace removed damaged stone with other removed stone in good quality, where possible, or with new stone matching existing stone, including size. Do not use broken units unless they can be cut to usable size.
- G. Do not allow face bedding of stone. Before setting, inspect to verify that each stone has been cut so that, when it is set in final position, natural bedding planes are essentially horizontal. Reject and replace stones with vertical bedding planes except as required for arches, lintels, and copings.
- H. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
 1. Maintain joint width for replacement stone to match existing joints.
 2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- I. Set replacement stone with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting and set units in full bed of mortar unless otherwise indicated. Replace existing anchors with new anchors of appropriate size and type.
 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing stonework.
 2. Rake out mortar used for laying stone before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing stone, and at same time as repointing of surrounding area.

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3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

3.3 STONE-FRAGMENT REPAIR

- A. Carefully remove cracked or fallen stone fragment indicated to be repaired. Reuse only stone fragment that is in sound condition.
- B. Remove soil, loose particles, mortar, and other debris or foreign material, from fragment surfaces to be bonded and from parent stone where fragment had broken off, by cleaning with stiff-fiber brush.
- C. Pinning: Before applying adhesive, prepare for mechanical anchorage consisting of 1/4-inch-diameter, plain stainless-steel pins set into 1/4-inch-diameter holes drilled at a 45-degree downward angle through face of fragment and into parent stone. Center and space pins between 3 and 5 inches apart and at least 2 inches from any edge. Insert pins at least 2 inches into parent stone and 2 inches into fragment with end countersunk at least 3/4 inch from exposed face of fragment.
- D. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch-diameter, plain stainless-steel pins set into 1/4-inch-diameter holes drilled into parent stone and into, but not through, the fragment. Center and space pins between 3 and 5 inches apart and at least 2 inches from any edge. Insert pins at least 2 inches into parent stone and 2 inches into fragment, but no closer than 3/4 inch from exposed face of fragment.
- E. Apply stone-to-stone adhesive to comply with adhesive manufacturer's written instructions. Coat bonding surfaces of fragment and parent stone, completely filling all crevices and voids.
- F. Fit stone fragment onto parent stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of fragment with face of parent stone.
- G. Clean adhesive residue from exposed surfaces and patch chipped areas as specified in "Stone Patching" Article.

3.4 STONE PATCHING

- A. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch thick, but not less than recommended by patching compound manufacturer.
- B. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of stone unit.
- C. Mix patching compound in individual batches to match each stone unit being patched.
- D. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- E. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch or more than 2 inches thick. Roughen surface of each layer to provide a key for next layer.
 1. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.

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- F. Keep each layer damp for 72 hours or until patching compound has set.
- G. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

3.5 CLEANING STONE, GENERAL

- A. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water will not wash over cleaned, dry surfaces.
- B. Use only those cleaning methods indicated for each stone material and location.
 - 1. Do not use wire brushes. Do not use plastic-bristle brushes if natural-fiber brushes will resist cleaning solution being used.
 - 2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage stone.
 - a. Equip units with pressure gages.
 - 3. For water-spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
- C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging stone surfaces.
- D. Water-Spray Application Method: Unless otherwise indicated, hold spray nozzle at least 6 inches from surface of stone and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.

3.6 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from stone surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil or debris from open joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used. Extraneous substances include paint, calking, asphalt, and tar.
 - 1. Carefully remove heavy accumulations of material from surface of stone with sharp chisel. Do not scratch or chip stone surface.
 - 2. Remove paint and calking with alkaline paint remover.
 - a. Comply with requirements in "Paint Removal" Article.
 - b. Repeat application up to two times if needed.

3.7 CLEANING STONEMWORK

- A. Detergent Cleaning:
 - 1. Wet stone with cold water applied by low-pressure spray.
 - 2. Scrub stone with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that stone surface remains wet.
 - 3. Rinse with cold water applied by low-pressure spray to remove detergent solution and soil.

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4. Repeat cleaning procedure above where required to produce cleaning effect established by mockup.

3.8 REPOINTING STONEMWORK

- A. Rake out and repoint joints to the following extent:
 1. All joints in areas indicated.
 2. Joints where mortar is missing or where they contain holes.
 3. Cracked joints where cracks can be penetrated at least 1/4 inch by a knife blade 0.027 inch thick.
 4. Cracked joints where cracks are 1/16 inch or more in width and of any depth.
 5. Joints which sound hollow when tapped by metal object.
 6. Joints which are worn back 1/4 inch or more from surface.
 7. Joints which are deteriorated to point that mortar can be easily removed by hand, without tools.
 8. Joints, other than those indicated as sealant-filled joints, where they have been filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 1. Remove mortar from joints to depth of 2 times joint width, but not less than 1/2 inch or not less than that required to expose sound, unweathered mortar.
 2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Architect.
 - a. Cut out mortar by hand with chisel and resilient mallet. Do not use power-operated grinders.
 - b. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
 3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.
 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.

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- a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
- 6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

3.9 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.

END OF SECTION 04 01 40

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SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Exterior joint sealants.

1.2 ACTION SUBMITTALS

- A. Product data.
- B. Samples: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-sealant schedule.

1.3 INFORMATIONAL SUBMITTALS

- A. Field Quality-Control Submittals:
 - 1. Field-Adhesion-Test Reports: For each sealant application tested.
 - 2. Field Stain Test Reports: For each sealant application tested.

- B. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Warranty Documentation:
 - 1. Manufacturers' special warranties.
 - 2. Installer's special warranties.

1.5 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Installers: Authorized representative who is trained and approved by manufacturer.
 - 2. Testing Agency: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

1.6 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

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1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.
- B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Adfast.
 - b. GE Construction Sealants; Momentive Performance Materials Inc.
 - c. Pecora Corporation.
 - d. Sika Corporation; Joint Sealants.
 - e. Tremco Incorporated.
- C. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. The Dow Chemical Company.

2.3 URETHANE JOINT SEALANTS

- A. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 25, Uses T and NT.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Master Builders Solutions.
 - b. Pecora Corporation.
 - c. Polymeric Systems, Inc.
 - d. Sherwin-Williams Company (The).
- B. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade P, Class 50, Uses T and NT.

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1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. LymTal International Inc.

2.4 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Adfast.
 - b. Alcot Plastics Ltd.
 - c. Construction Foam Products; a division of Nomaco, Inc.
 - d. Master Builders Solutions.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Stone.

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3. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.

- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.
- G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

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- H. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
 - 1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - a. Extent of Testing: Test completed and cured sealant joints as follows:
 - 1) Perform two tests for window surround joints on each elevation.
 - b. Test Method: Test joint sealants in accordance with Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - c. Inspect tested joints and report on the following:
 - 1) Whether sealants filled joint cavities and are free of voids.
 - 2) Whether sealant dimensions and configurations comply with specified requirements.
 - 3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 - d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 - e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
 - 2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.
- C. Prepare test and inspection reports.

3.4 JOINT-SEALANT SCHEDULE

- A. Exterior joints in horizontal traffic surfaces:
 - 1. Joint Locations include but are not limited to:
 - a. Isolation and contraction joints in cast-in-place concrete slabs.
 - b. Joints in stone paving units, including steps.
 - 2. Joint Sealant: Urethane, M, P, 50, T, NT.
- B. Exterior joints in vertical surfaces and horizontal nontraffic surfaces:
 - 1. Joint Locations include but are not limited to:
 - a. Joints in dimension stone cladding.

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- b. Joints between window and door frames and stone.
- c. Joints between metal railing assemblies and stone.
- 2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.

END OF SECTION 07 92 00

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SECTION 08 01 52.61 - WOOD WINDOW REPAIRS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes wood window repairs as follows:
 1. Field repair of wood windows and trim.

1.2 UNIT PRICES

- A. Work of this Section is affected by unit prices.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, and sections showing locations and details of each new unit and its corresponding window locations in the building on annotated plans and elevations.
- C. Samples: For each exposed product and for each color and texture specified.

1.5 QUALITY ASSURANCE

- A. Wood-Window-Repair Specialist Qualifications: A qualified wood window specialist, experienced in repairing, refinishing, and replacing wood windows in whole and in part. Experience only in fabricating and installing new wood windows is insufficient experience for repairing wood windows.
- B. Wood-Repair-Material Manufacturer Qualifications: A firm regularly engaged in producing wood consolidant and wood-patching compound that have been used for similar wood-repair applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.
- C. Mockups: Prepare mockups of window-repair processes to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation. Prepare mockups so they are as inconspicuous as practicable.
 1. Wood Window Repairs: Prepare one entire window unit to serve as mockup to demonstrate samples of each type of repair of wood window members including frame and sash repair.

PART 2 - PRODUCTS

2.1 WOOD WINDOW REPAIRS, GENERAL

- A. Quality Standard: Comply with applicable requirements in Section 6, "Interior & Exterior Millwork," in AWI/AWMAC/WI's "Architectural Woodwork Standards" for construction, finishes, grades of wood windows, and other requirements unless otherwise indicated.

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1. Exception: Industry practices cited in Section 6, Article 1.5, Industry Practices, of the Architectural Woodwork Standards do not apply to the work of this Section.

2.2 WOOD-REPLACEMENT MATERIALS

- A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch deep by 2 inches wide.
 1. Species: Match species of each existing type of wood component or assembly unless otherwise indicated.

2.3 WOOD-REPAIR MATERIALS

- A. Wood Consolidant: Ready-to-use product designed to penetrate, consolidate, and strengthen soft fibers of wood materials that have deteriorated due to weathering and decay and designed specifically to enhance the bond of wood-patching compound to existing wood.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Abatron, Inc.
 - b. ConServ Epoxy LLC.
 - c. Gougeon Brothers, Inc.
 - d. Protective Coating Company.
 - e. System Three Resins, Inc.
- B. Wood-Patching Compound: Two-part epoxy-resin wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated due to weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Abatron, Inc.
 - b. Advanced Repair Technology, Inc.
 - c. ConServ Epoxy LLC.
 - d. Gougeon Brothers, Inc.
 - e. Polymeric Systems, Inc.
 - f. Protective Coating Company.
 - g. System Three Resins, Inc.

2.4 MISCELLANEOUS MATERIALS

- A. Borate Preservative Treatment: Inorganic, borate-based solution, with disodium octaborate tetrahydrate as the primary ingredient; manufactured for preserving weathered and decayed wood from further damage by decay fungi and wood-boring insects; complying with AWPA P5; containing no boric acid.
- B. Cleaning Materials:
 1. Detergent Solution: Solution prepared by mixing 2 cups of tetrasodium pyrophosphate (TSPP), 1/2 cup of laundry detergent that contains no ammonia, 5 quarts of 5 percent sodium hypochlorite bleach, and 15 quarts of warm water for each 5 gal. of solution required.
 2. Mildewcide: Commercial, proprietary mildewcide or a solution prepared by mixing 1/3 cup of household detergent that contains no ammonia, 1 quart of 5 percent sodium hypochlorite bleach, and 3 quarts of warm water.

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- C. Adhesives: Wood adhesives for exterior exposure, with minimum 15- to 45-minute cure at 70 deg F, in gunnable and liquid formulations as recommended in writing by adhesive manufacturer for each type of repair.
- D. Fasteners: Use fastener metals that are noncorrosive and compatible with each material joined.
 - 1. Match existing fasteners in material and type of fastener unless otherwise indicated.
 - 2. Use concealed fasteners for interconnecting wood components.
 - 3. For fastening metals, use fasteners of same basic metal as fastened metal unless otherwise indicated.
 - 4. For exposed fasteners, use Phillips-type machine screws of head profile flush with metal surface unless otherwise indicated.
 - 5. Finish exposed fasteners to match finish of metal fastened unless otherwise indicated.
- E. Anchors, Clips, and Accessories: Fabricate anchors, clips, and window accessories of aluminum, nonmagnetic stainless steel, or hot-dip zinc-coated steel complying with requirements in ASTM B633 for SC 3 (Severe) service condition.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean wood windows of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.
- B. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.

3.2 WOOD WINDOW REPAIRS, GENERAL

- A. Have wood window repairs performed only by qualified wood-window-repair specialist.
- B. Execution of the Work: In repairing wood windows, disturb them as minimally as possible and as follows:
 - 1. Stabilize and repair wood windows to reestablish structural integrity and weather resistance while maintaining the existing form of each item.
 - 2. Remove coatings and apply borate preservative treatment before repair. Remove coatings according to Section 09 01 90.52 "Maintenance Repainting" unless otherwise indicated.
 - 3. Repair items in place where possible.
 - 4. Install temporary protective measures to protect wood window work that is indicated to be completed later.
 - 5. Refinish wood windows according to Section 09 01 90.52 "Maintenance Repainting" unless otherwise indicated.
- C. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use gentle mechanical methods, such as scraping and natural-fiber bristle brushing, that will not abrade wood substrate, reducing clarity of detail.
- D. Repair and Refinish Existing Hardware: Dismantle window hardware; strip paint, repair, and refinish it to match finish samples; and lubricate moving parts just enough to function smoothly.
- E. Repair Wood Windows: Match existing materials and features.

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1. Repair wood windows by consolidating, patching, splicing, or otherwise reinforcing wood with new wood matching existing wood or with salvaged, sound, original wood.

3.3 WOOD WINDOW PATCH-TYPE REPAIR

- A. General: Patch wood members that exhibit depressions, holes, or similar voids and that have limited amounts of rotted or decayed wood. Remove rotted or decayed wood down to sound wood.
- B. Apply borate preservative treatment to accessible surfaces after removing rotted or decayed wood and before applying wood consolidant or patching compound.
- C. Apply wood-patching compound to fill depressions, nicks, cracks, and other voids created by removed or missing wood.
 1. Prime patch area with application of wood consolidant or manufacturer's recommended primer.
 2. Apply patching compound in layers as recommended in writing by manufacturer until the void is completely filled.
 3. Sand patch surface smooth and flush with adjacent wood, without voids in patch material, and matching contour of wood member.

END OF SECTION 08 01 52.61

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SECTION 09 01 90.52 - MAINTENANCE REPAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes maintenance repainting as follows:
 - 1. Removing existing paint.
 - 2. Patching substrates.
 - 3. Repainting.

- B. Substrates to receive maintenance repainting include, but are not limited to:
 - 1. Wood windows and trim
 - 2. Metal railings.
 - 3. Metal light post assemblies.
 - 4. Metal rain drainage downspouts.
 - 5. Ornamental metal cornices, soffits. and fascia.

1.2 UNIT PRICES

- A. Work of this Section is affected by unit prices.

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.

- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.

- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.

- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.

- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.

- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Samples: For each type of paint system and each pattern, color, and gloss.
 - 1. Label each Sample for location and application.

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- C. Product List: Printout of current "MPI Approved Products List" for each MPI-product category specified in paint systems, with the proposed product highlighted.

1.6 INFORMATIONAL SUBMITTALS

- A. Color Matching Certificate: For computer-matched colors.

1.7 QUALITY ASSURANCE

- A. Mockups: Prepare mockups of maintenance repainting processes for each type of coating system and substrate indicated and each color and finish required to demonstrate aesthetic effects and to set quality standards for materials and execution. Duplicate appearance of approved Sample submittals.
 - 1. Surface-preparation mockups using applicable specified methods of cleaning and other surface preparation.
 - 2. Coating mockups to represent surfaces and conditions for application of each type of coating system.

PART 2 - PRODUCTS

2.1 PREPARATORY CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F.
- C. Detergent Solution: Solution prepared by mixing 2 cups of tetrasodium pyrophosphate (TSPP), 1/2 cup of laundry detergent that contains no ammonia, 5 quarts of 5 percent sodium hypochlorite bleach, and 15 quarts of warm water for every 5 gal. of solution required.
- D. Mildewcide: Commercial proprietary mildewcide or a job-mixed solution prepared by mixing 1/3 cup of household detergent that contains no ammonia, 1 quart of 5 percent sodium hypochlorite bleach, and 3 quarts of warm water.
- E. Abrasives for Ferrous Metal Cleaning: Aluminum oxide paper, emery paper, fine steel wool, steel scrapers, and steel-wire brushes of various sizes.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: Match existing colors.

2.3 PAINT MATERIALS, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

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2.4 PAINT MATERIAL MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Benjamin Moore & Co.
 2. PPG Paints.
 3. Sherwin Williams.

2.5 PATCHING MATERIALS

- A. Wood-Patching Compound: Two-part, epoxy-resin, wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated from weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.
- B. Metal-Patching Compound: Two-part, polyester-resin, metal-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of metal repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be produced for filling metal that has deteriorated from corrosion. Filler shall be capable of filling deep holes and spreading to feather edge.
- C. Cementitious Patching Compounds: Cementitious patching compounds and repair materials specifically manufactured for filling cementitious substrates and for sanding or tooling prior to repainting; formulation as recommended in writing by manufacturer for type of cementitious substrate indicated, exposure to weather and traffic, the detail of work, and site conditions.

PART 3 - EXECUTION

3.1 MAINTENANCE REPAINTING, GENERAL

- A. Execution of the Work: In repainting surfaces, disturb them as minimally as possible and as follows:
1. Remove failed coatings and corrosion and repaint.
 2. Verify that substrate surface conditions are suitable for repainting.
 3. Allow other trades to repair items in place before repainting.
- B. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use gentle methods, such as scraping and lightly hand sanding, that will not abrade softer substrates, reducing clarity of detail.
- C. Heat Processes: Do not use torches, heat guns, or heat plates.

3.2 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of painting work. Comply with paint manufacturer's written instructions for inspection.
- B. Maximum Moisture Content of Substrates: Do not begin application of coatings unless moisture content of exposed surface is below the maximum value recommended in writing by paint manufacturer and not greater than the following maximum values when measured with an electronic moisture meter appropriate to the substrate material:
1. Wood: 15 percent.

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3.3 PREPARATORY CLEANING

- A. General: Use the gentlest, appropriate method necessary to clean surfaces in preparation for painting. Clean all surfaces, corners, contours, and interstices.
- B. Detergent Cleaning: Wash surfaces by hand using clean rags, sponges, and bristle brushes. Scrub surface with detergent solution and bristle brush until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet. Rinse with water applied by clean rags or sponges.
- C. Mildew: Clean off existing mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. Rinse with water applied by clean rags or sponges.
- D. Mechanical Rust Removal:
 - 1. Remove rust with specified abrasives for ferrous-metal cleaning. Clean to bright metal.
 - 2. Wipe off residue with mineral spirits and either steel wool or soft rags.
 - 3. Dry immediately with clean, soft cloths. Follow direction of grain in metal.
 - 4. Prime immediately to prevent rust. Do not touch cleaned metal surface until primed.

3.4 PAINT REMOVAL

- A. General: Remove paint where indicated. Where cleaning methods have been attempted and further removal of the paint is required because of incompatible or unsatisfactory surfaces for repainting, remove paint to extent required by conditions.
- B. Paint Removal with Hand Tools: Remove paint manually using hand-held scrapers, wire brushes, sandpaper, and metallic wool as appropriate for the substrate material.

3.5 SUBSTRATE REPAIR

- A. General: Repair substrate surface defects that are inconsistent with the surface appearance of adjacent materials and finishes.
- B. Wood Substrates:
 - 1. Wood window repair is specified in Section 08 01 52.61 – Wood Window Repair.
 - 2. Where existing paint is allowed to remain, sand irregular buildup of paint, runs, and sags to achieve a uniformly smooth surface.
- C. Metal Substrate:
 - 1. Preparation: Treat repair locations by wire-brushing and solvent cleaning. Use mechanical rust removal method to clean off rust.
 - 2. Defects in Metal Surfaces: Repair non-load-bearing defects in existing metal surfaces, including dents and gouges more than 1/16 inch deep or 1/2 inch across and all holes and cracks by filling with metal-patching compound and sanding smooth. Remove burrs and protruding fasteners.
 - 3. Priming: Prime iron and steel surfaces immediately after repair to prevent flash rusting. Stripe paint corners, crevices, bolts, welds, and sharp edges. Apply two coats to surfaces that are inaccessible after completion of the Work.

3.6 PAINT APPLICATION, GENERAL

- A. Prepare surfaces to be painted according to the Surface-Preparation Schedule and with manufacturer's written instructions for each substrate condition.

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- B. Apply a transition coat over incompatible existing coatings.
- C. Metal Substrate: Stripe paint corners, crevices, bolts, welds, and sharp edges before applying full coat. Apply two coats to surfaces that are inaccessible after completion of the Work. Tint stripe coat different than the main coating and apply with brush.
- D. Blending Painted Surfaces: When painting new substrates patched into existing surfaces or touching up missing or damaged finishes, apply coating system specified for the specific substrate. Apply final finish coat over entire surface from edge to edge and corner to corner.

3.7 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.8 SURFACE-PREPARATION SCHEDULE

- A. General: Before painting, prepare surfaces for painting according to applicable requirements specified in this schedule.
 - 1. Examine surfaces to evaluate each surface condition according to paragraphs below.
 - 2. Where existing degree of soiling prevents examination, preclean surface and allow it to dry before making an evaluation.
 - 3. Repair substrate defects according to "Substrate Repair" Article.
- B. Surface Preparation for MPI DSD 0 Degree of Surface Degradation:
 - 1. Surface Condition: Existing paint film in good condition and tightly adhered.
 - 2. Paint Removal: Not required.
 - 3. Preparation for Painting: Wash surface by detergent cleaning; use solvent cleaning where needed. Roughen or degloss cleaned surfaces to ensure paint adhesion according to paint manufacturer's written instructions.
- C. Surface Preparation for MPI DSD 1 Degree of Surface Degradation:
 - 1. Surface Condition: Paint film cracked or broken but adhered.
 - 2. Paint Removal: Scrape by hand-tool cleaning methods to remove loose paint until only tightly adhered paint remains.
 - 3. Preparation for Painting: Wash surface by detergent cleaning; use other cleaning methods for small areas of bare substrate if required. Roughen, degloss, and sand the cleaned surfaces to ensure paint adhesion and a smooth finish according to paint manufacturer's written instructions.
- D. Surface Preparation for MPI DSD 2 Degree of Surface Degradation:
 - 1. Surface Condition: Paint film loose, flaking, or peeling.
 - 2. Paint Removal: Remove loose, flaking, or peeling paint film by hand-tool paint-removal methods.
 - 3. Preparation for Painting: Wash surface by detergent cleaning; use solvent cleaning where needed. Use other cleaning methods for small areas of bare substrate if required. Sand surfaces to smooth remaining paint film edges. Prepare bare cleaned surface to be

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 painted according to paint manufacturer's written instructions for substrate construction materials.

- E. Surface Preparation for MPI DSD 3 Degree of Surface Degradation:
 - 1. Surface Condition: Paint film severely deteriorated.
 - 2. Paint Removal: Completely remove paint film by hand-tool removal methods. Remove rust.
 - 3. Preparation for Painting: Prepare bare cleaned surface according to paint manufacturer's written instructions for substrate construction materials.

- F. Surface Preparation for MPI DSD 4 Degree of Surface Degradation:
 - 1. Surface Condition: Missing material, small holes and openings, and deteriorated or corroded substrate.
 - 2. Substrate Preparation: Repair, replace, and treat substrate according to "Substrate Repair" Article.
 - 3. Preparation for Painting: Sand substrate surfaces to smooth remaining paint film edges and prepare according to paint manufacturer's written instructions for substrate construction materials. Remove rust.
 - 4. Painting: Paint as required for MPI DSD 2 degree of surface degradation.

3.9 EXTERIOR MAINTENANCE REPAINTING SCHEDULE

- A. Ferrous Metal Substrates: Including but not limited to metal railings, ornamental metal lamp posts, Ornamental metal cornices, soffits, and fascia, and rain drainage downspouts:
 - 1. Alkyd System: MPI REX 5.1D system.
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Metal, Surface Tolerant, MPI #23.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Metal, Surface Tolerant, MPI #23.
 - d. Intermediate Coat: Alkyd, exterior, matching topcoat.
 - e. Topcoat: Alkyd, exterior, semigloss (Gloss Level 5), MPI #94.
 - f. Colors: Match existing colors.

- B. Wood Windows, Frames, and Casings:
 - 1. Latex System: MPI REX 6.3A system.
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Alkyd for Exterior Wood, MPI #5.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Alkyd for Exterior Wood, MPI #5.
 - d. Intermediate Coat: Latex, exterior, matching topcoat.
 - e. Topcoat: Latex, exterior semigloss (Gloss Level 5), MPI #11.
 - f. Color: Match existing colors.

END OF SECTION 09 01 90.52