ROCKFORD BOARD OF EDUCATION
INVITATION FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR SCHOOL DISTRICT NO. 205 ROCKFORD, ILLINOIS

IFB No. **16-14 Auburn High School Gym Lift and ADA Toilet Rooms**

DATE: **September 4, 2015**

OFFERS WILL BE RECEIVED UNTIL: **2:00 P.M. (CDST) on Tuesday, September 29, 2015**

RE: **IFB No. 16-14 Auburn High School Gym Lift and ADA Toilet Rooms**. The purpose of this Invitation For Bid (IFB) is to solicit bids to provide an ADA lift in the main gym and ADA toilets at the main gym lobby at Auburn High School, 5110 Auburn Street, Rockford, IL 61101.

IFB Opening: **Tuesday, September 29, 2015 at 2:00 p.m., Rockford Board of Education, 3rd floor Conference Room 2, 501 Seventh St., Rockford, IL 61104.**

Copies of the bidding documents are available from Onvia DemandStar, by email from the Purchasing Department, BHFX Digital Imaging and Printing, DG Digital Printing, YCS Printing, Inc., or by download from the District's Purchasing Bids-RFPs webpage at www.rps205.com.

A MANDATORY PRE-BID MEETING WILL BE CONDUCTED ON, MONDAY, SEPTEMBER 14, 2015 AT 4:00 P.M. (CDST), AT AUBURN HIGH SCHOOL, 5110 AUBURN STREET, ROCKFORD, IL 61101 BY OWNER'S REPRESENTATIVE. MEET IN THE LOBBY.

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Purchasing Process Manager by email at tamara.pugh@rps205.com.

TABLE OF CONTENTS

DIVISIONS 00-14
DIVISIONS 22, 23, 26, 28 AND 33: SEE DRAINGS

DIVISION 00 - BIDDING AND PROCUREMENT REQUIREMENTS	**PAGES**
Invitation to Bid	4-5
Statement of No Interest - Proposal	6
Sealed Bid Proposal Label	7
INSTRUCTIONS, TERMS, AND CONDITIONS	
AIA Document A701 - 1997 Instructions to Bidders	8-13
Supplementary instructions to bidders	14-19
General Terms and Conditions	20-23
Supplementary Conditions	24-32
Prevailing Wages	33-38
AIA Document A-201-2007 General Conditions of the Contract for Construction	39-76
Addendum Form	77-83
REQUIRED FORMS	
Required Forms Checklist	84
Bid Form	85-88
Bid Rigging Certification	89
Minority and Women Owned Business Concern Representation	90
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	91
Certificate Regarding Lobbying	92
OFAC Compliance	93
Vendor Conflict of Interest Disclosure Form	94-95
Certified Cleared Employee List	96
Asbestos Notification	97
Form W-9 Department of the Treasury Internal Revenue Service	98
ROE Called Inspection Form	99
AIA Document A-305 Contractor's Qualification Statement	100-103
AIA Document A-101-2007 Standard Form of Agreement between Owner and Contractor	104-109
Sample Certificate of Liability Insurance Form	110

SUMMARY OF REPORTS	
SECTION 002600 - PROCUREMENT SUBSTITUTION PROCEDURES	002600-1 - 002600-3
SECTION 003119 - EXISTING CONDITION INFORMATION	003119-1 - 003119-1
Auburn High School - Phase I Environmental Site Assessment Report Report Date: April 10, 2013	45 pages

DIVISION 01 - GENERAL REQUIREMENTS	
SECTION 011000 - SUMMARY	011000-1 - 011000-5
SECTION 012000 - PROJECT REQUIREMENTS	012000-1 - 012000-2
SECTION 012500 - SUBSTITUTION PROCEDURES	012500-1 - 012500-4
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES	012600-1 - 012600-3
SECTION 012900 - PAYMENT PROCEDURES	012900-1 - 012900-5
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION	013100-1 - 013100-8
SECTION 013300 - SUBMITTAL PROCEDURES	013300-1 - 013300-9
SECTION 014000 - QUALITY REQUIREMENTS	014000-1 - 014000-9
SECTION 014200 - REFERENCES	014200-1 - 014200-2

SECTION 016000 - PRODUCT REQUIREMENTS 016000-1 - 016000-6
SECTION 017300 - EXECUTION 017300-1 - 017300-10
SECTION 017700 - CLOSEOUT PROCEDURES 017700-1 - 017700-8
SECTION 017839 - PROJECT RECORD DOCUMENTS 017839-1 - 017839-4
SECTION 017900 - DEMONSTRATION AND TRAINING 017900-1-017900-4

DIVISION 04 - MASONRY
SECTION 042000 - UNIT MASONRY 042000-1 - 042000-16

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES
06100 SECTION - ROUGH CARPENTRY 06100-1-06100-6

DIVISION 08 - OPENINGS
SECTION 081416 - FLUSH WOOD DOORS 081416-1 - 081416-6
SECTION 087100 - FINISH HARDWARE 087100-1 - 087100-21

DIVISION 09 - FINISHES
SECTION 093000 - TILING 093000-1 - 093000-5
SECTION 095113 - ACOUSTICAL PANEL CEILINGS 095113-1 - 095113-8
SECTION 099123 - INTERIOR PAINTING 099123-1 - 099123-9

DIVISION 10 - SPECIALTIES
SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES 102800-1 - 102800-5

DIVISION 14 - CONVEYING EQUIPMENT
SECTION 16994 - VERTICAL LIFT SPECIFICATION 16994-1-16994-6

SEE DRAWINGS FOR MECHANICAL, ELECTRICAL AND PLUMBING SPECIFICATIONS

INVITATION TO BID

Project	Auburn High School Gym Lift and ADA Toilet Rooms
Location	Auburn High School 5110 Auburn Street Rockford, Illinois 61101
Owner	Rockford Public School District 205 501 Seventh Street Rockford, Illinois 61104
Engineer	Hagney Architects LLC 4615 East State Street, Suite 206 Rockford, Illinois 61108 815/397-3330 Fax: 815/397-0243
Bid Scope	Project includes providing an ADA lift in the main gym and ADA toilets at the main gym lobby
Bid Due Date	2:00 P.M. (CDST), Tuesday, September 29, 2015
Pre-Bid Meeting	Mandatory Meeting: 4:00 PM (CDST), Monday, September 14, 2015; at Auburn High School, 5110 Auburn Street, Rockford, IL 61101, meet in lobby.
Other Key Dates	Tuesday, October 13, 2015; RPS Board Meeting Wednesday, October 14, 2015; Award / Notice to Proceed
Bid Security	5% of Base Bid.
Obtain Bid Documents By	Emailing the District's Purchasing Department, by downloading from the on District's Purchasing Bids-RFPs webpage

INVITATION TO BID

at www.rps205.com, or by contacting the following:

Onvia Demandstar

BHFX Digital Imaging and Printing
1404 21st Street
Rockford, IL 61108
P. (815) 397-8800
F. (815) 397-8844
rockford@bhfx.net

DG Digital Printing
214 N. Rockton Avenue
Rockford, IL 61103
P. (815) 961-0000
F. (815) 961-0004
http://www.dgdplanroom.com/

YCS Printing, Inc.
305 E. Riverside Blvd.
Loves Park, IL 61111
P. (815) 636-2058
F. (815) 636-2059
print@ycsprinting.com

Performance Bond and Labor And Material Payment Bond

Furnish in the amount of 100% of the Contract after award.

Rights Reserved by Owner

The Owner reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the Owner, such action will serve the best interests of the Owner.

Withdrawal of Bids

No bid may be withdrawn for a period of 60 days after the opening of bids without written consent of the Owner.

STATEMENT OF NO INTEREST - BID

NOTE: If you are unable to submit a bid for this work, please complete and return this form immediately.

The Purchasing Department of the Rockford School District wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

We, the undersigned, have declined to submit a proposal on:

Bid No. & Name: Bid 16-14 Auburn High School Gym Lift and ADA Toilet Rooms

We are unable to submit a proposal for this work due to the following:

_____Too busy at this time _____Unable to meet specifications

_____Bond requirement _____Not engaged in this type work

_____Insurance requirement _____Site location too distant

_____Length of time required to obtain payment

_____Project is _____too large _____too small

_____Remove us from your bidder's list for this commodity/service

_____Other (specify below)

_____Do you wish to be considered in the future for similar projects? _____ Yes ____No

REMARKS:

_____

_____

_____

Signature: _____ Name & Title: _____

Firm: _____Phone: _____

Fax: _____ E-mail: _____

Address:_____
(Street Address) (City) (State) (Zip-Code)

Date:_____

Return to: Executive Director of Budgeting and Purchasing
Rockford Public School District
501 7th Street
Rockford, IL 61104

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

BID NO.: **16-14**

OPENING DATE: **September 29, 2015**

OPENING TIME: **2:00 PM (CDST)**

DESCRIPTION: Auburn High School Gym Lift and ADA Toilet Rooms

ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

LATE OFFERS CANNOT BE ACCEPTED!

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address)
MFP Bid docs boilerplate

THE OWNER:
(Name, legal status and address)
Board of Education
Rockford School District No. 205
Winnebago and Boone Counties, Illinois
501 Seventh Street
Rockford, Illinois 61104

THE ARCHITECT:

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

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

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:15:02 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1735480400)

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 other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201as revised by Owner, or in other Contract Documents are applicable to the Bidding Documents.

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

§ 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 as the base, to which Work may be added or from which Work may be deleted for 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 the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents and all required information required by Owner in the Bidding Documents has been furnished by Bidder..

§ 2.1.3 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 personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents.

§ 3.1.2 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.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:15:02 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1735480400)

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit inquiries to the Director of Purchasing for Owner, 501 Seventh Street, Rockford, Illinois 61104.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will 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 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect and Program Manager at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. 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.

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

§ 3.3.4 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 all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 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 Each Bidder shall ascertain prior to submitting a Bid 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 the Bidding Documents.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:15:02 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1735480400)

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures 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."

§ 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 make no 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 of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give 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.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, 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. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, 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.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:15:02 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1735480400)

signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

This bid is form a project for the Rockford Public Schools. All bids advertised, submitted, and selected for award by Owner and other matters relating to the bidding process shall adhere to the provisions of Illinois law, in particular the provisions of the School Code, including without limitation, the provisions of 105 ILCS 5/10-20.21.

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way nonresponsive, incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 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 low 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, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2

(Paragraphs deleted)

SUBMITTALS

(Paragraphs deleted)

§ 6.2.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; 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.

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

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:15:02 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1735480400)

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner, Program Manager 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, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity. The Owner may accept the substitute person or entity 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. Bonds may be secured through the Bidder's usual sources.

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

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 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 be commenced prior thereto 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. Both bonds shall be written in the amount of the Contract Sum.

§ 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 thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for the Work will be written on AIA Document A101-2007 as revised by Owner and be accompanied by General Conditions on AIA Document A201-2007, as revised by Owner and further revised by Supplementary Conditions issued by Owner all as included in the Bidding Documents.

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:15:02 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1735480400)

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. SPECIAL NOTICE TO BIDDERS:

   A. Proposals shall be submitted in duplicate on the forms provided. The sample proposal form bound into these Specifications is for reference only and shall not be detached. Proposals shall be enclosed in a sealed envelope, with name of the project clearly identified, and bearing the words "SEALED BID ENCLOSED".

   B. Proposals shall be based upon the drawing and specifications and each bidder shall acknowledge the receipt and inclusion of any further instruction or addenda which may be issued prior to receipt of proposal.

   C. Bids shall be opened publicly by the Owner, immediately after bid closing time at the office of the Board of Education, 501 Seventh Street, Rockford, Illinois.

2. METHOD OF BIDDING

   Bids will be received for a single contract.

3. SIGNING BIDS:

   A. Bids which are signed for a partnership shall be signed by all partners or by an Attorney-In-Fact. If signed by an Attorney-In-Fact, there shall be attached to the bid, a Power of Attorney evidencing such authority.

   B. Bids which are signed for a corporation shall have the correct corporation name thereon and the signature of the president or other authorized officer of the corporation.

   C. Proposals shall be made on the form provided and shall not be altered in any way.

4. QUALIFICATIONS:

   Statement as to whether the bidder has adequate equipment to do the work properly and expeditiously.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

5. AWARD (SEE ARTICLE 5.3)

The Contract shall be deemed as having been awarded when formal written notice shall have been duly served by an officer or agent of the Owner duly authorized to give such notice.

6. TAXES:

The bidder shall not include any Illinois Retailers Occupation or use taxes on tangible property purchased in the State of Illinois in his bid. Exemption Certificates for these taxes will be furnished by the Board of Education to the Contractor when requested by him/her in writing. See Section 17 regarding sales of tangible property into the State of Illinois.

7. FORM OF CONTRACT:

The Owner-Contractor agreement shall be the Standard Form of Agreement between Owner and Contractor, AIA Document A101-2007 as revised by Owner, (form included in bidding documents), including the General Conditions AIA A201-2007 as revised by Owner (form included in Invitation for Bid), the Addendum included in the Invitation for Bid, the Invitation for Bid, all amendments and addenda to the Invitation for Bid issued by the Owner, and the successful bidders bid.

8. ACCEPTANCE OR REJECTION OF BIDS:

The Owner reserves the right to reject any or all bids and to waive informalities in order to accept the bid that in his judgment will be best for the interest of the School District. Any bidder may withdraw his bid either personally or by telephone written request at any time prior to the scheduled closing time for receipt of bids.

9. QUESTION ON BIDDING DOCUMENT:

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Executive Director of Budget and Purchasing by email at stacie.scott@rps205.com.

10. BID DEPOSIT:

Each bidder shall provide a Bid Bond, a Certified Check or Bank Draft in the amount of 5% of the bid total. Bid deposits will be returned to unsuccessful bidders within (30) days after award. Bid deposits will be returned to successful bidder as soon as Contract is accepted for the work outlined in this proposal.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

11. EXAMINATION OF SITE:

Bidder shall examine the sites of the work prior to bidding. He shall satisfy himself/herself as to existing conditions, local facilities and governing factors under which he will be obliged to operate in performing his part of the work, or that may in any manner affect the work under this contract. No allowance shall be subsequently made in this connection in behalf of the Bidder for any error or negligence on his/her part due to this failure to fully examine the sites or the work prior to bidding.

12. PREVAILING WAGE:

This Bid requires that the successful Contractor comply with all statues, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting his bid that he will pay the prevailing rate of wage in this area, for the particular type of labor, in accordance with State of Illinois Codes and the Illinois department of Labor. The Contractor and each Subcontractor shall keep an accurate record to show names and occupation of all workmen employed by them in connection with this contract. The actual hourly wage paid to each shall be recorded. These records shall be open for inspection during all working hours to the Owner's agent and the agent of the Illinois Dept. of Labor. In accordance with the amendment of the Illinois Prevailing Wage Act effective 1-1-90, as amended, the following clause shall be apart of this contract. *"If during the course of this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner will notify contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum."*

13. DOCUMENTS TO BE RETURNED:

Forwarded with this bidding document is one complete set of specifications and bidding forms. The bidding forms are included within the bidding document, *Two copies of the bidding forms are to be returned as your Bidding Document, along with the Bid Deposit, signatures, and other required information*. A self-addressed label, properly identified, is provided for your use.

It is required that the Bidder's signature appears on the following bidding forms:

A. Statement of No Interest (if applicable)
B. Bid-Rigging Certification
C. Minority and Women Owned Business Form
D. Certification Regarding Debarment Form
E. Certificate Regarding Lobbying Form
F. OFAC Compliance Form
G. Vendor Conflict of Interest Disclosure Form
H. Bid Offer Form

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

14. ILLINOIS FAIR EMPLOYMENT PRACTICES

The bidder's signature on the bid form of this Face Sheet will be construed as his/her acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to wages of laborers, preferences and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Fair Employment Practices Commission and the policies of the Rockford Board of Education. Bidder agrees to comply in all respect with Federal, State and local laws and ordinances pertaining to this bid and to the performance of the Contract in the event bidder is awarded the bid. Provisions of applicable acts are hereby incorporated by reference and become a part of this proposal and specifications.

15. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Pursuant to the Employment of Illinois Workers on Public Works Act, during any time of excessive unemployment (defined as any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures) any person or entity charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Persons or entities entering into a contract with the Rockford Public Schools in which they are obligated to construct or build any public works (defined any fixed work construction or improvements funded in whole or part by the State of Illinois) agree to abide by the requirements of the Employment of Illinois Workers on Public Works Act.

16. TAX IDENTIFICATION NUMBER:

Under Federal Law and in accordance with instructions from the Department of Treasury and the Internal Revenue Service, our School District is required to have on file appropriated tax identification information concerning you or your firm. This information will be a Federal Employer's Identification Number, but in some instances of independent contractors, it might be a Social Security Number. This information is needed to determine on which vendors we must file a Form 1099.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BEFORE A BID CAN BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE ON THE BID FORM IN THE SIGNATURE SECTION. WE ALSO SPECIFICALLY REQUIRE THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION AS TO WHETHER IT IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC., SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT US.

17. CONTRACTOR RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX

The bidders acknowledge and understand that any resulting contract for goods and services awarded to a bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a "retailer maintaining a place of business within this State" as defined by the Use Tax Act (35 ILCS 105/2). (Reference the School Code of Illinois; 105 ILCS 5/10-20.21(b))

18. PERFORMANCE BOND: Shall be submitted on AIA Document 312-2010, "Performance Bond" and "Labor & Material Payment Bond".

The successful bidder will be required to furnish a Performance Bond and a Labor & Materials Bond satisfactory to the Board of Education. The amount of said bond shall be equal to 100% of the contract award and the cost of any said bond shall be included in the Contractor's proposal.

19. PREQUALIFICATION OF MATERIALS:

Approval of other "or equal" materials shall be pre-qualified by the Architect's at least five (5) working days before the bid opening. Proposals may be offered on more than one manufacturer.

20. PREQUALIFICATION OF BIDDER:

A bidder may be required to furnish evidence satisfactory to the Owner that he/she and his/her proposed subcontractors have sufficient means and experience in the types of work call for to assure completion of the contract in a satisfactory manner. A new bidder may be required to properly execute AIA Document A305, "Contractor's Qualification Statement" before submitting his bid.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

21. MINORITY AND FEMALE OWNED BUSINESSES

District #205 supports the policy of the State of Illinois to support Minority Owned Business Enterprise (MBE) and Female Owned Business Enterprise (FBE). The District seeks to identify and encourage the amount of minority and female involvement in each of the construction-related contracts issued by the District. A bidder will be required to submit the minority certification form enclosed with the bid documents. Additionally, in the event and to the extent State of Illinois funds in excess of $250,000.00 are awarded to and used by the District for capital construction costs and design services on a school construction project, and goals are established for MBE and FBE participation in such school construction project involving the use of State of Illinois funds, and to the extent such goals are not inconsistent with Federal guidelines the District will follow such goals unless waived. The successful bidder agrees to cooperate with the District to provide necessary information to meet state funding requirements and on participation by MBE and WBE and to assist in meeting goals through certification as a MBE or WBE or certification of subcontractors.

GENERAL TERMS AND CONDITIONS

"District" means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.
"IFB" means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number.
"Bidder" means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders.

1. BID OPENING. Sealed bids will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District's possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

2. BID PREPARATION. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

3. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the bid number must be shown on the envelope.

4. ERRORS IN BIDS. Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.

5. RESERVED RIGHTS. The District reserves the right at any time and for any reason to cancel an IFB, accept or reject any or all bids or any portion thereof, or to accept an alternate offer. The District reserves the right to waive any minor informality defect in any IFB. Unless otherwise specified, the District will award a bid or reject bids within 60 days. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The District will not be liable for any costs incurred by Bidders in responding to an IFB.

7. AWARD. The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the bidder qualifies the bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

8. PRICING. The price quoted for each item is the full purchase price**, including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

If at any time after a contract is awarded to the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Executive Director of Budget and Purchasing of such reduction by letter. Failure to do so may result in termination of the contract.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specified otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality and salient characteristics indicated by the brand name and number.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, bid number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Bidders shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes will be made by amendment. Each Bidder shall ascertain prior to submitting a bid that all amendments have been received and acknowledged in the offer.

13. INDEMNIFICATION. The Bidder shall indemnify and hold harmless the District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the contract.

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

15. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the IFB, instructions, specifications, drawings or data or Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

16. WARRANTY. Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

17. REGULATORY COMPLIANCE. Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. ROYALTIES AND PATENTS. Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

19. COMPLIANCE WITH LAWS AND REGULATIONS. Bidder represents and warrants that throughout the term of any contract arising from award of a bid and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION. (a) The District may terminate this contract in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified, if the Bidder fails to perform any of the provisions of tis contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these circumstances does not cure such failure within such period of time as the District may direct, if it is determined the successful Bidder knowingly falsified information provided to the District, if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not, or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.
(b) Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.
(c) The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto.
(d) The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. TERMINATION WITHOUT CAUSE. Unless otherwise specified in the Invitation for Bid, a contract formed by award of a bid may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

22. ASSIGNMENT. The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.

23. FORCE MAJEURE. The obligations of the Bidder to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Bidder obligated to perform ("Force Majeure Event"). In the event that the Bidder ceases to perform its obligations under any contract formed by award of bid due to the occurrence of a Force Majeure Event, the Bidder shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Bidder's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

24. BID CERTIFICATION. The Bidder's signature on a bid certifies: (a) The bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham bid. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the Owner. The Bidder's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the IFB shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

25. MODIFICATIONS. This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to receive the District's addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted.

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of any contract formed by award of a bid shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

28. EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA document A201 2007, as revised by Owner; hereinafter referred to as General Conditions. References herein to Owner shall mean the Board of Education of Rockford School District No. 205, Winnebago-Boone Counties, Illinois. Where any Article of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect. In the event of a conflict between the General Conditions and these Supplementary Conditions, which are complementary, the Supplementary Conditions shall prevail.

1. INSURANCE
   - A. Contractor's Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
     1. Premises operations
     2. Independent Contractor's protective
     3. Products and completed operations
     4. Personal injury liability with employment exclusion deleted.
     5. Contractual, including specified provision for Indemnification under General Conditions paragraph 3.18.
     6. Owned and non-owned motor vehicles
     7. Broad form property damage including completed operations.
   - B. The insurance required by General Conditions paragraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:
     1. Workman's Compensation:
        - a. Statutory Workman's compensation.
        - b. Employers' liability - $500,000.00 per accident and aggregate disease.
     2. Builder's Risk Insurance will be carried and covered by the Board of Education separately.

Comprehensive general liability and contractual liability limits, automobile liability and umbrella coverage will depend on the category of the project. Category 1 projects will have a contract amount in the range of $0.00 to $1,000,000.00 and category 2 projects will have a contract amount in excess of $1,000,000.00. The minimum liability limits per category are as follows:

SUPPLEMENTARY CONDITIONS

3. Comprehensive general liability and contractual liability

	CATEGORY 1 CONTRACTS	CATEGORY 2 CONTRACTS
a. Bodily injury:	$1,000,000.00 each person $1,000,000.00 each occurrence $1,000,000.00 aggregate	$2,000,000.00 each person $2,000,000.00 each occurrence $4,000,000.00 aggregate
b. Property damage:	$1,000,000.00 each occurrence $1,000,000.00 aggregate	$1,000,000.00 each occurrence $1,000,000.00 aggregate

c. Shall include products and completed operations insurance as above for 1 year after final payment (Category 1 AND Category 2).

4. Comprehensive Automobile Liability Category 1 AND Category 2

a. Bodily Injury: $1,000,000.00 each person
$1,000,000.00 each occurrence

b. Property Damage: $1,000,000.00 each occurrence
$1,000,000.00 aggregate

5. If the general liability coverage is provided by a commercial liability policy, the:

a. General aggregate shall not be less than $2,000,000 for Category 1 and $4,000,000.00 for Category 2 and shall apply in total, to this project.

b. Fire damage limit shall be not less than $50,000 on any one fire.

6. Umbrella liability coverage:

CATEGORY 1	CATEGORY 2
$3,000,000.00 each occurrence $3,000,000.00 aggregate	$5,000,000.00 each occurrence $5,000,000.00 aggregate

C. Certificate of Insurance:
The insurance shall be written on the Comprehensive General Liability Policy Form. The certificate shall be submitted on current AIA Document G705. A copy of this document is included herein.

SUPPLEMENTARY CONDITIONS

D. Cancellation Notice:
All certificates and policies shall indicate that the carrying company will not cancel without giving the Owner notice in writing thirty (30) days prior to date cancellation is to become effective.

E. Subcontractors Comprehensive Insurance:
Contractor should protect himself/herself by requiring his subcontractors to maintain workman's compensation insurance and insurance of the same kind in amounts specified above.

F. Contractors Comprehensive Insurance:
Contractor shall carry sufficient comprehensive insurance on his/her equipment at site of work and in route to and from site to fully protect him/her. Contractor shall require same coverage of his/her subcontractors. It is expressly understood and agreed that the Owner and/or Architect shall have no responsibility thereof.

G. At no time shall the Contractor's workers be considered employees of the Board of Education.

2. CLEANING AND PROTECTION OF BUILDING:

A. The Contractor shall not allow rubbish, debris, or unused material related to the execution of this Contract to accumulate on the premises. Contractor shall on a daily basis or otherwise as directed by the Owner's representative or designee, clean or pay the cost of cleaning all debris and dirt, etc., which may accumulate on the site due to the execution of this Contract.

B. The Owner has contracted with an Owner's representative or designee for certain projects under the Master Facilities Plan. In the event this project is managed by the Owner's representative or designee, all communications, requests and instructions shall be copied to the Owner's representative or designee. Contractor shall follow the instructions and decisions of Owner's representative or designee as though made and issued by Owner. Owner's representative or designee shall designate the permitted hours of construction activity for this project and Contractor shall not conduct construction or other activities relating to this project at the project site outside the permitted hours without the express prior consent of the Owner's representative or designee.

3. SCHEDULE OF VALUES:
Contractor shall submit a schedule of values to the Architect before submitting the first payment request. Use AIA Document G703. File in accordance with Article 9 of General Conditions.

SUPPLEMENTARY CONDITIONS

4. APPLICATION FOR PAYMENTS:

   A. Payment requests shall be with 10% retainage. First request, per school, may be made when the work is substantially completed at that school. Final request for the "retainage" amount shall be after completion of "Final Acceptance of Contracted Project" form.

   B. "Request for Payment" shall be submitted to the Architect on AIA Document G702/G703. Contract's Partial Waiver of Lien will be required, current with each payment request, in the net amount of each request. Waivers of Lien from each subcontractor and material supplier to whom payment has been made, shall be required with the following payment request. Final waiver of lien from subcontractors and material suppliers shall be submitted with final pay request.

   C. The Board of Education regular meetings generally occur on the second and fourth Tuesdays of each month as specified by Board of Education Resolution and found on the web site for the Board of Education as the Board Calendar (www.rps205.com). Architect approved payment requests must be received in the Finance Department not less than 10 calendar days prior to a scheduled Board meeting for the request to be considered at that Board meeting.

   D. The Board of Education shall comply with the provisions of the Local Government Prompt Payment Act, 50 ILCS 515/1, et. seq.

   E. The provisions of the Addendum shall govern.

5. GUARANTEES:

   If within one (1) year after the date of "Final Acceptance of Contracted Project" any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of written 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.

6. CONFLICT OF INTEREST:

   The State of Illinois School Code is very explicit in its direction as to the relationship of the parties involved in contracts and transactions. Below please find a reproduction of Section 33-5 (105 ILCS 5/33-5) of said code:

   No member or employee of the Board of Education shall be directly or indirectly interested in any contract, work, or business of the District, or in the sale of any article, the expense, price or consideration of which is paid by the District nor in the purchase of any real estate or property belonging to the District or which shall be sold by virtue of legal process at the suit of the District. Whoever violates any provision of this Section shall be guilty of a Class A misdemeanor. (P.A.-2267)

SUPPLEMENTARY CONDITIONS

7. TEMPORARY USE OF FACILITIES:

A. Utilities. Owner will allow Contractor use of Owner's existing electric, gas and water utilities conditioned on full compliance by Contractor with Architect's connection and use specifications. Owner may revoke any or all utility use at any time or times in the event such use by Contractor disrupts or interferes with the normal daily operations of Owner's schools.

B. The Contractor may NOT use Owners toilet facilities or washrooms.

8. EMPLOYEE CONDUCT:

All of Contractor' s employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District and the direction of the Owner's representative or designee relating to access to and conduct upon District Premises.

Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

Contractor employees accessing school grounds are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

SUPPLEMENTARY CONDITIONS

Not less than 10 days prior to the commencement of work, Contractor shall submit to Owner, with a copy to Owner's representative or designee, a written certification on a form provided by Owner (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

The Owner and Owner's representative or designee may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section 6 is a material breach of contract.

9. MANDATORY PRE-CONSTRUCTION CONFERENCE:
Prior to beginning the work, contractor shall meet at project site with Owner's representative or designee/Owner, installers, installers of related items, and other entities including (where applicable) Owner's insurer and Architect. A Record of discussions and agreements will be kept and a copy furnished to each participant.

The conference shall be conducted not less than 7 nor more than 21 days prior to the commencement of construction and shall be scheduled by the Owner's representative or designee. Owner's representative or designee may schedule additional mandatory conferences in its discretion. Owner's representative or designee shall provide advance notice to participants prior to convening Pre-construction Conferences.

10. COMPLETION REQUIREMENTS:
The Order to Proceed, which will be issued by the Owner at a date following the contract award, will indicate the date the work is to commence and establish the completion date.

11. MEASUREMENT AND LAYOUT:
Before ordering material or doing work, each Contractor shall be responsible for measuring the physical dimensions of the site to his/her needs sufficient to execute the work desired by the Owner. Each Contractor shall be responsible for the correctness of his/her measurements. Measurements given on the drawings are for references only, for which the Owner accepts no responsibility for accuracy.

SUPPLEMENTARY CONDITIONS

12. SITE SECURITY.
Contractor shall be responsible for site security including the erection of temporary construction site fencing which shall be of a chain link variety and which shall be maintained by contractor at all times from commencement of construction to final acceptance of the Work. Contractor shall take reasonable actions in order to restrict access to construction sites, both inside and outside of District buildings, 24 hours per day, 7 days per week until construction is complete. Contractor shall provide site security to assure that unauthorized persons do not access the construction site (outside of school buildings) and proper barricades and safety notices and warnings are posted within buildings to assure the integrity and safety of persons and property in buildings and on the construction site, construction activities and construction materials.

13. CONSTRUCTION ACTIVITIES:
No construction activities shall occur on construction sites and within school buildings outside the limits established by Owner or Owner's representative or designee. Owner's representative or designee shall issue construction time periods with proper description as to when and where construction activities may occur at each construction and school site. No construction activities shall proceed in the absence of appropriate barricades and warnings.

14. BID PROPOSAL:
Each Contractor is to return two (2) sets of their proposal with original signatures.

15. HOLD HARMLESS:
To the fullest extent permitted by applicable law, Contractor and its employees and consultants shall and do agree to indemnify and hold harmless the District, and its respective Board members, officers, directors, and employees, and Owner's representative or designee from and against all claims, damages, losses, causes of action, suits, judgments and expenses, including reasonable attorney's fees to the extent arising out of, caused by or resulting from the performance or non-performance of the Work by Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if caused in part by District. This paragraph shall be construed in accordance with the Construction Contract Indemnification for Negligence Act (740 ILCS 35/1).

School District #205 will require that any Contractor or Subcontractors performing work in connection with any Drawings and Specifications hold harmless, indemnify and defend School District #205 and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Contract Documents.

16. ASSIGNMENT OF WARRANTIES/DELIVERY OF MANUALS
On or before the date of substantial completion of the project, Contractor shall assign to Owner all right, title and interest in and to equipment and product warranties issued by the product manufacturer. Contractor shall provide to Owner's representative or designee a complete list of all products and equipment furnished and or installed by

SUPPLEMENTARY CONDITIONS

Contractor in and to the project along with the name of the manufacturer of each product and item of equipment and take all necessary steps to transfer warranties to the Owner. Contractor shall within the same time frame deliver to Owner all product and equipment manuals installation instructions and operating instructions and registration materials.

17. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the District, copies of any and all such documents when directed to do by the District. All such documents shall be delivered to the District's Legal Department NO LATER THAN five (5) working days after the date of the District's direction to provide such documents. Failure of the

Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

18. RECORDS, RETENTION, AUDIT

a. Records. The Contractor shall have or upon award of bid establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to the Project (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers, including those for out-of–pocket expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.

b. Retention. The Contractor shall, at all times during its performance of the Project and for a period of seven years after the completion of the Project, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Project, and at the Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 18b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent

SUPPLEMENTARY CONDITIONS

of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District's right to access and audit the Records in the possession, created or maintained by Contractor's agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and subcontractors of the requirements of records, retention and audit as set forth in this paragraph 18. Any and all contracts or agreements between Contractor and any other party related to the Project shall expressly include the records, retention and audit provisions of this paragraph 18.

c. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.

Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 18b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

QUESTIONS

Any questions regarding this bid; may be referred to Stacie Talbert Scott, Executive Director of Budget and Purchasing at stacie.scott@rps205.com or 815-966-3097.

Winnebago County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		31.790	32.790	1.5	1.5	2.0	8.420	15.17	0.000	0.800
ASBESTOS ABT-MEC		BLD		18.950	0.000	1.5	1.5	2.0	2.700	3.350	0.000	0.000
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		37.050	39.800	1.5	1.5	2.0	9.230	12.57	0.000	0.640
CARPENTER		BLD		37.890	42.060	1.5	1.5	2.0	9.300	12.70	0.000	0.600
CARPENTER		HWY		42.630	44.380	1.5	1.5	2.0	8.600	11.00	0.000	0.490
CEMENT MASON		ALL		35.740	38.490	1.5	1.5	2.0	9.750	14.04	0.000	0.500
CERAMIC TILE FNSHER		BLD		32.850	0.000	1.5	1.5	2.0	8.600	5.210	0.000	0.560
COMMUNICATION TECH		BLD		36.440	40.080	1.5	1.5	2.0	10.39	12.09	0.000	0.760
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN		BLD		42.960	47.260	1.5	1.5	2.0	10.39	17.47	0.000	0.860
ELEVATOR CONSTRUCTOR		BLD		46.830	52.680	2.0	2.0	2.0	13.57	14.51	3.770	0.600
GLAZIER		BLD		35.980	37.980	1.5	1.5	1.5	10.30	8.200	0.000	1.250
HT/FROST INSULATOR		BLD		33.930	38.550	0.0	0.0	0.0	7.950	14.77	0.000	0.480
IRON WORKER		ALL		36.290	38.100	2.0	2.0	2.0	10.24	23.19	0.000	0.500
LABORER		BLD		31.790	32.790	1.5	1.5	2.0	8.420	15.17	0.000	0.800
LABORER		HWY		34.340	35.090	1.5	1.5	2.0	8.420	17.42	0.000	0.800
LABORER, SKILLED		HWY		36.990	37.740	1.5	1.5	2.0	8.420	17.42	0.000	0.800
LATHER		BLD		37.890	42.060	1.5	1.5	2.0	9.300	12.70	0.000	0.600
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		BLD		32.850	0.000	1.5	1.5	2.0	8.600	5.210	0.000	0.560
MARBLE MASON		BLD		35.530	35.780	1.5	1.5	2.0	8.600	7.520	0.000	0.590
MATERIAL TESTER I		ALL		33.560	0.000	1.5	1.5	2.0	8.240	16.39	0.000	0.800
MATERIALS TESTER II		ALL		33.560	0.000	1.5	1.5	2.0	8.240	16.39	0.000	0.800
MILLWRIGHT		BLD		37.220	40.940	1.5	1.5	2.0	9.050	15.00	0.000	0.500
OPERATING ENGINEER		BLD	1	48.300	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER		BLD	2	43.100	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300

OPERATING ENGINEER	BLD	3	40.650	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	BLD	4	38.650	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	BLD	5	47.550	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	BLD	6	46.800	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	BLD	7	43.800	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	HWY	1	43.650	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	HWY	2	43.100	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	HWY	3	41.800	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	HWY	4	40.350	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	HWY	5	38.900	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	HWY	6	46.650	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300
OPERATING ENGINEER	HWY	7	44.650	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300
PAINTER	ALL		36.500	38.500	1.5	1.5	1.5	10.30	8.460	0.000	1.350
PILEDRIVER	BLD		38.890	43.170	1.5	1.5	2.0	9.300	12.70	0.000	0.600
PILEDRIVER	HWY		42.630	44.380	1.5	1.5	2.0	8.600	11.00	0.000	0.490
PIPEFITTER	ALL		43.100	46.120	1.5	2.0	2.0	8.220	11.29	0.000	1.000
PIPEFITTER	BLD		43.100	46.120	1.5	1.5	2.0	8.220	11.29	0.000	1.000
PLASTERER	BLD		34.250	37.680	1.5	1.5	2.0	9.300	12.30	0.000	0.500
PLUMBER	ALL		43.100	46.120	1.5	2.0	2.0	8.220	11.29	0.000	1.000
PLUMBER	BLD		43.100	46.120	1.5	1.5	2.0	8.220	11.29	0.000	1.000
ROOFER	BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD		37.930	40.210	1.5	1.5	2.0	6.000	16.92	0.520	0.290
SPRINKLER FITTER	BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON	BLD		37.050	39.800	1.5	1.5	2.0	9.230	12.57	0.000	0.640
~~SURVEY WORKER~~ -> NOT IN EFFECT	ALL		35.650	36.400	1.5	1.5	2.0	8.240	13.95	0.000	0.800
TERRAZZO FINISHER	BLD		32.850	0.000	1.5	1.5	2.0	8.600	5.210	0.000	0.560
TERRAZZO MASON	BLD		35.530	35.780	1.5	1.5	2.0	8.600	7.520	0.000	0.590
TILE LAYER	BLD		37.890	42.060	1.5	1.5	2.0	9.300	12.70	0.000	0.600
TILE MASON	BLD		35.530	35.780	1.5	1.5	2.0	8.600	7.520	0.000	0.590
TRUCK DRIVER	ALL	1	35.020	0.000	1.5	1.5	2.0	8.600	8.600	0.000	0.200
TRUCK DRIVER	ALL	2	35.170	0.000	1.5	1.5	2.0	8.600	8.600	0.000	0.200
TRUCK DRIVER	ALL	3	35.370	0.000	1.5	1.5	2.0	8.600	8.600	0.000	0.200
TRUCK DRIVER	ALL	4	35.480	0.000	1.5	1.5	2.0	8.600	8.600	0.000	0.200
TUCKPOINTER	BLD		37.050	39.800	1.5	1.5	2.0	9.230	12.57	0.000	0.640

Legend:
RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

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, cassion 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.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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 Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

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.

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
Rockford Public Schools Master Facilities Plan Construction
General Conditions template

THE OWNER:
(Name, legal status and address)
Board Of Education of Rockford School District No.205 Winnebago and Boone Counties Illinois

THE ARCHITECT:
(Name, legal status and address)

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

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

TABLE OF ARTICLES

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

Init.
/

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**
Building Permit
3.7.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3.7**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

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. The Contract Documents 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 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 and certify termination of the Agreement under Section 14.2.2.

§ 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.

§ 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.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Owner shall be deemed the owner of the respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific prior written consent of the Owner.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 where otherwise required by law or Owners policy or practice. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§2.1.3 Owner has procured and contracted with a Program Manager for this project. Program Manager is responsible to the Owner for overall project management. In all cases where notice is required or permitted to be given under the Agreement, a copy is to be furnished to Program Manager. The Program Manager is the Owner's agent (provided, the Owner does not delegate to Program Manager any statutory powers and authority nor the authority to bind the Owner absent express consent in each instance approved by the Owner's Board of Education). Contractor will interact with the Program Manager in the same manner as with the Owner.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 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.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

§ 2.2.2 The Owner may 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.

§ 2.2.3 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.

§ 2.2.4 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.

(Paragraph deleted)

§ 2.3 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 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.

§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the actual 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 payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner upon Owner's demand.

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 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 2.2.3, 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

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

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 and Program Manager any nonconformity discovered by or made known to the Contractor as a request for information.

§ 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner, Manager and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

§ 3.5 WARRANTY

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,. 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 or Program Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay consumer, use and similar taxes for the Work provided by the Contractorif, as and when due, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

.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 full-time superintendent and necessary assistants who shall be in attendance at each 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 furnish in writing to the Owner, Program Manager and Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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, Program Manager 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

§ 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 the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner, it administrators and Board Members, the Program Manager and Architect 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, Program Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect and Program Manager.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Program Manager 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 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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.

§ 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.

§ 4.1.3 If the employment of the Architect is terminated, the Owner may employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect, except to the extent inconsistent with the responsibility of the Program Manager, 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Program Manager about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner or Program Manager.

§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Program Manager with a copy to the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 in writing; 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 may, in the sole discretion of the Owner, be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such 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.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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 for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up the actual cost of which to the Owner shall be deducted from and monies due Contractor at any time under the Agreement.

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.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

§ 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, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

.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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.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 related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 and Program Manager have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§8.1.5 The term "School Day" when used in any Contract Documents including documents issued following execution of the Agreement shall mean those student attendance days during the Owner's "School Year" which is defined as the period of July 1 to the following June 30 of any year.

§ 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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

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.

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

(Paragraph deleted)

§ 9.3.2 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

(Paragraph deleted)

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within ten days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

§ 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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 material 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 at the Owner's request, or 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 agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the agreed 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 for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld upon Contractor's application for payment in due form for which the Architect issues an approved certificate for payment and subject to the payment procedures identified in the Addendum attached hereto..

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7
(Paragraphs deleted)
SUBSTANTIAL COMPLETION
§ 9.7.1 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.

§ 9.7.2 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.

§ 9.7.3 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.

§ 9.7.4 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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.

§ 9.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

§ 9.8 PARTIAL OCCUPANCY OR USE
§ 9.8.1 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 as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:

(1833321540)

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.

§ 9.8.2 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.

§ 9.8.3 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.

(Paragraphs deleted)

§ 9.9 FINAL COMPLETION AND FINAL PAYMENT

§ 9.9.1 Upon receipt of the Contractor's written 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 and, 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 terms and conditions of 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.

§ 9.9.2 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

§ 9.9.3 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 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 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.

(Paragraphs deleted)

§ 9.9.4 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; or

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

.3 terms of special warranties required by the Contract Documents.

§ 9.9.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss 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 and accepted by 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, written notice of such 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.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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.

(Paragraph deleted)

§ 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 LIABILITY INSURANCE

§ 11.1.1 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:

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.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.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 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.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, Program Manager, 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.

§ 11.2
(Paragraphs deleted)
PROPERTY INSURANCE
(Paragraphs deleted)
§ 11.2.1 Unless otherwise provided, the Owner 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.

(Paragraphs deleted)
§ 11.2.1.1 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

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.

(Paragraph deleted)

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

(Paragraph deleted)

§ 11.2.1.3 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.

(Paragraph deleted)

§ 11.2.2 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.

(Paragraphs deleted)

§ 11.2.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

(Paragraph deleted)

§ 11.2.4 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.

(Paragraph deleted)

§ 11.2.5 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.

§ 11.2.6 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.

§ 11.2.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.2.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder in an amount equal to 100.00% of the bid award of bid number 13-16.

§ 11.4.2 The Contractor shall furnish a copy of the bonds at the time of execution of the Agreement.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

§ 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 an 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 written 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 2.4.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors 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 except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes:
(1833321540)

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 unless otherwise specified in the Contract documents shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

(Paragraphs deleted)

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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.**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon thirty days' written notice to the Owner, Program Manager and Architect, terminate the Contract and recover from the Owner payment for Work completed.

(Paragraphs deleted)

§ 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, 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' written 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 may be adjusted by Owner in Owner's sole discretion for increases in the cost and time caused by suspension, delay or interruption as described in 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

.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 written 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 Contractor shall be entitled to receive payment for Work completed.

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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.6 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

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

.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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.2.9, and 11.2.10, 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 (provided that neither party hereto is bound to proceed to mediation) of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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; provided that the parties may each independently agree to submit the claim to mediation and or arbitration however, such agreement must be mutual by all parties to the Agreement. The claim may also be submitted by eithr party to a court of competent jurisdiction for enforcement of the Agreement terms.

§ 15.2.6 Either party may request voluntary mediation of an initial decision at any time.

(Paragraph deleted)

§ 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

§ 15.3 MEDIATION

§ 15.3.1 The parties may by their independent agreement on a case by case basis agree to submit any one or more 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 15.1.6 to mediation Each party must agree in writing to the submission of any claim, dispute or other matter in controversy to mediation. Notwithstanding anything to the contrary set forth in this Agreement, no party to this Agreement is required or mandated to submit to mediation. Submission to mediation is not a prerequisite to voluntary arbitration nor to submission of claims, disputes or other matters in controversy to a court of competent jurisdiction.

§ 15.3.2 If the parties independently agree to mediation, mediation shall be conducted by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement and shall be conducted in Rockford, Illinois. The parties shall jointly submit a mediation request if both agree to mediation. .

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. 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. The parties may, but are not required, to agree to submit a dispute to binding arbitration. Any agreement to arbitrate must be the subject of an agreement to proceed to arbitration in writing signed by all parties to this Agreement. The agreement to arbitrate shall set forth with specificity all matters in controversy being submitted to arbitration. Arbitration if agreed to by the parties hereto shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

(Paragraph deleted)

§ 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.

(Paragraph deleted)

§ 15.4.4 SUBMISSION TO COURT

The parties agree, absent the express agreement of the parties to submit a matter to mediation or arbitration, the means of dispute resolution shall be submission to a court of competent jurisdiction. This Agreement shall be interpreted in accordance with the laws of the state of Illinois and venue for all purposes shall lie in the Circuit court of the 17th Judicial Circuit, Winnebago County Illinois.

(Paragraphs deleted)

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 19:28:15 on 03/18/2013 under Order No.3916540573_1 which expires on 12/11/2013, and is not for resale.
User Notes: (1833321540)

FORM FOR REFERENCE

ADDENDUM

ADDENDUM TO A CERTAIN CONTRACT FOR CONSTRUCTION BY AND BETWEEN ____ [CONTRACTOR] AND THE BOARD OF EDUCATION OF ROCKFORD SCHOOL DISTRICT No. 205, WINNEBAGO AND BOONE COUNTIES, ILLINOIS

THIS ADDENDUM IS ATTACHED TO AND MADE A PART OF SUCH CONTRACT

This Addendum is attached to and made a part of the contract for construction (Agreement) dated __ _____between _____(Contractor) (_____ _____Project-IFB__-__) and the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois (District).

1. Conflict.

In the event of conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern.

2. Certifications.

Upon or prior to execution of this Addendum, Contractor shall deliver to the District the following fully executed Certifications in the form as advertised by the District or as otherwise required by the District:

1. Certificate regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion;
2. Bid Rigging Certification;
3. Certificate Regarding Lobbying;
4. Certification regarding the Office of Foreign Asset Control;
5. Certified Cleared Employee List;
6. Vendor Conflict of Interest Disclosure Form.

By execution of this Addendum, Contractor represents and warrants that the certifications set forth in certificates 1 2,3, 4,5 and 6 shall remain true at all times during the existence of this Addendum and the Agreement and shall immediately notify the District in the event Contractor becomes subject to debarment, suspension, ineligibility, or voluntarily excludes itself from federal programs; or, becomes barred from participation in public contracts due to a violation of the bid-rigging or bid-rotating statutes of the State of Illinois, or in the event an employee of Contractor becomes ineligible to be present on District grounds.

Contractor further certifies by execution of this Agreement that it shall comply, if the Project is funded in whole or in part with federal grant funds, with the Pilot Program for Enhancement of Employee Whistleblower Protection applicable to Contractors under federal grant funded programs as specified in the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013). Contractor shall comply with the following requirements of such Act if providing services funded by federal grants:

1. Inform its employees working on the Projects they are subject to the Whistleblower rights and remedies of the pilot program;
2. Inform its employees in writing of employee whistleblower protections under 41 U.S.C. §4712 in the predominantly native language of the workforce; and
3. Include such requirements in and agreements made with any subcontractor.

Whistleblower rights include that an employee of a Consortium may not be discharged, demoted, or otherwise discriminated against as a reprisal for “Whistleblowing”; and such rights cannot be waived by

agreement, policy, form or condition of employment. Whistleblowing is defined as making a disclosure to an authorized person or entity that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal contract or grant;
2. A gross waste of federal funds;
3. An abuse of authority relating to a federal contract or grant;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal contract or grant (including competition for, or negotiation of, a contract or grant).

3. Conflict of Interest.

Contractor and its officers, employees and agents shall at all times during the duration of this Addendum and the Agreement refrain from violation of conflict of interest statutes in the state of Illinois.

4. Illinois Use Tax.

Contractor shall require in applicable circumstances that all vendors who supply goods or services to Contractor in the performance of its obligations under the Addendum and Agreement will comply with the terms of 105 ILCS 5/10-20.21(b) relating to Illinois Use Tax.

5. Employment Costs and Compliance with Laws.

Contractor shall keep and perform and be solely responsible for all the duties and responsibilities of an employer in the state of Illinois including without limitation providing and paying for Unemployment Compensation coverage and Workers Compensation coverage for its employees. Contractor herewith stipulates and agrees that all persons acting by and through Contractor are employees of Contractor or its consultants, and not the District, and Contractor shall keep and hold harmless the District from and against any and all claims relating to employment matters of Contractor employees. Contractor herewith expressly stipulates and agrees that it will adhere to and abide by all Federal, State and local laws, ordinances, regulations and rules applicable to its performance under the Addendum and Agreement. Contractor is an "independent contractor" and the Agreement and this Addendum shall not create nor infer an employer/employee relationship between the District and Contractor. Contractor shall bear all risk of loss and remain liable for any Federal or State Income, Social Security, Unemployment Compensation and Workers Compensation taxes, contributions or deductions and shall indemnify the District, its Board members, agents, officers, employees, successors and assigns for any liability including interest and penalties and attorney's fees, if any, assessed against the District as a result of any violation of this provision.

6. Access to School Grounds, Activities and Conduct.

All of Contractor' s employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the Projects. Contractor agrees to comply with and abide by all rules, regulations and policies of the District and the direction of any District representative relating to access to and conduct upon District Premises.

Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List. Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be permitted to be present on District

grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

All persons accessing school grounds pursuant to this Addendum and the Agreement are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

Not less than 10 days prior to the commencement of work, Contractor shall submit to the District a written certification on a form provided by the District (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

The District and Program Manager, if any, may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section 6 is a material breach of contract.

7. Certifications of Hours Worked.

In all circumstances where Contractor seeks payment based upon an hourly rate for itself or its consultants, time cards or time records of such person or persons for whom such hourly rate compensation is requested shall be kept and maintained by Contractor. At any time or times, at the election of the District, the District may inspect and audit all time records kept by Contractor. Each submission of requests for payment of hourly rate amounts shall be accompanied by a certification under oath that the payment requested is for time actually worked which has been verified by Contractor.

8. Drugs, Alcohol and Smoking.

The District maintains a drug and alcohol free workplace. Contractor shall prohibit the use of drugs and alcohol on District premises at all times. The District also maintains all its properties as smoke free, tobacco free environments. Smoking and tobacco use (including chewing tobacco and snuff) is not permitted on any District property; Contractor shall require all its employees, agents and representatives and its consultants to refrain from smoking and tobacco use on District property.

8.01 No Contractor employee, agent, representative, consultant and consultant's employees, agents and representatives may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. An employee is considered to be under the influence of alcohol for purposes of this Act (820 ILCS 265) if the alcohol concentration in his or her blood or breath at the time alleged as shown by analysis of the employee's blood or breath is at or above 0.02.

8.02 Contractor acknowledges and agrees that the provisions and requirements established by the Substance Abuse Prevention on Public Works Projects Act has been complied with and

Contractor has in place all requirements for testing of its employees suspected of or challenged to be tested by the District as provided under the Act (820 ILCS 265).

9. Contract Payments.

All contract payments shall be processed in the manner specified in the Agreement. The Board of Education regular meetings generally occur on the second and fourth Tuesdays of each month as specified by the Board Calendar. The Board Calendar may be accessed at the District web site www.rps205.com. Payment applications by the Contractor must be received in the District Finance Department not less than 10 calendar days prior to a scheduled Board meeting for the approved application for payment to be considered at that Board meeting.

The Board of Education will comply with the provisions of the Local Government Prompt Payment Act, 50 ILCS 515/1.

10. Records Maintenance and Security.

A. Records. The Contractor shall establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to the Project (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; all paid vouchers, including those for out-of-pocket expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.

B. Retention. The Contractor shall, at all times during its performance of the Project and for a period of seven years after the completion of the Project, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Project, and at the Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 10B, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District's right to access and audit the Records in the possession of, created or maintained by Contractor and Contractor's agents and representatives. Contractor shall notify in writing its agents and representatives of the requirements of records, retention and audit as set forth in this paragraph 10. Any and all contracts or agreements between Contractor and any other party related to the Project shall expressly include the records, retention and audit provisions of this paragraph 10.

C. Audit. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents and representatives. Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 10B), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents or representatives, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the

event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

D. Records ownership and security. Contractor hereby acknowledges and agrees that all records and documents, whether in electronic or written form or otherwise, received by Contractor from the District and all records, whether in electronic or written form or otherwise, created by Contractor in performance of its obligations under the Agreement shall be and remain owned by the District. Contractor shall use all reasonable and timely means to protect and preserve all such records and to deliver the same to the District upon demand. The Records are subject to access and examination by the District and any federal agency with relevant responsibility for any federal grant funds providing funding for the Project. Contractor shall cooperate and produce all records of the Project for inspection and examination by any governmental agency, including District, providing funding for the Program.

E. Confidentiality. The Records and all documents and information received, accessed or observed by Contractor in performance of the Agreement shall be and remain confidential. In the performance of its obligations under the Agreement Contractor may acquire access to certain information, including but not limited to, information concerning students and/or school personnel, and other confidential and/or proprietary information (collectively, "Confidential Information"). Contractor will not, without the prior written consent of the Board, and regarding student record information, without the express prior written consent of the parent/guardian, disclose, re-disclose or make available to anyone, at any time, either during Contractor's engagement with the Board or following termination of this Agreement, for any reason whatsoever, any of the Confidential Information. The provisions of this Section shall survive the termination of the Agreement.

11. Miscellaneous.

11.1 To the fullest extent permitted by applicable law, Contractor and its employees and consultants shall and do agree to indemnify and hold harmless the District, and its respective Board members, officers, directors, and employees from and against all claims, damages, losses, causes of action, suits, judgments and expenses, including reasonable attorney's fees, to the extent arising out of, caused by or resulting from the performance or non-performance of the Contractor regarding work under the Agreement caused in whole or in part by any negligent act or omission of Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if caused in part by District. This paragraph shall be construed in accordance with the Construction Contract Indemnification for Negligence Act (740 ILCS 35/1).

11.2 Notwithstanding any other provision in any document, the District shall not, in any manner, be deemed or intended to have waived any claim by making a payment of any amount.

11.3 The Certificate of Insurance and all insurance policies required to be obtained by Contractor shall provide that coverages afforded under the policies will not be cancelled, reduced or allowed to expire without at least thirty (30) days prior written notice to the District.

11.4 Under no circumstances shall the District be deemed to have waived any of the insurance requirements of this Agreement by any action or omission.

11.5 Subject to the waiver of subrogation as may otherwise apply by agreement, nothing contained in the insurance requirements of the Agreement is to be construed as limiting the liability of Contractor or any of its insurance carriers. District does not represent that the coverages or limits of insurance specified is sufficient or adequate to protect the District or Contractor's interest or liabilities but are mere minimums. The obligation of Contractor to purchase insurance shall not limit its obligations to the District in the event the District should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of loss which is not covered by insurance.

11.6 Contractor shall notify District, in writing, of any actual or potential claim for personal injury or property damage relating to the Project and of any occurrence which might give rise to such claim, promptly upon receiving first knowledge of same.

11.7 Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq. including but not limited to the provisions regarding sexual harassment policies and procedures under Section 2-105 of said Act. Contractor further agrees to comply with all federal Equal Employment Opportunity laws including, without limitation, the American's with Disabilities Act and the rules and regulations promulgated thereunder. Pursuant to the requirements of the regulations of the Illinois Department of Human Rights (Department), Title 44, Part 750 of the Illinois Administrative Code and to the extent applicable Contractor will comply with Illinois human rights laws. In the event of non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations of the Illinois Department of Human Rights, this Agreement may be cancelled or voided in whole or in part, and Contractor acknowledges that it may be subject to further sanctions or penalties imposed by the Illinois Human Rights Commission, as provided for in the Illinois Human Rights Act, and to such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this Agreement, Contractor agrees:

A. It will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. If it hires additional employees in order to perform this Agreement it will determine the availability (in accordance with applicable agency rules) of minorities and women in the areas(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining agreement or understanding, a notice advising such labor organization or representative of Contractor's obligation under the Illinois Human Rights Act and the Rules of the Department. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules, Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. Contractor will submit reports as required by the District's rules, furnish all relevant information as may, from time to time, be requested by the Department or the District, and in all respects comply with the Illinois Human Rights Act and the Department rules.

F. Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department rules.

G. Contractor will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed. In the same manner as with other provisions of the Agreement, Contractor will be liable for compliance with applicable provisions of this clause by its consultants or contractors; and further it will promptly notify the contracting agency and the Department in the event any consultant or contractor fails or refuses to comply therewith. In addition, Contractor will not utilize any consultant or contractor

declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11.8 Weapons. Neither Contractor nor any of its employees, officers, agents or representatives shall be in possession of any firearm or weapon (as defined by the District's designated representative) while on District premises, including on the person or within any vehicle parked on or adjacent to any District property. Violation of this section may result in immediate removal from District premises and referral to local law enforcement.

12. Federal Funds Contract.

The Agreement provides for the construction of certain improvements on behalf of the District identified as the Projects. If the Projects are funded in whole or in part by federal grant funds the Projects are subject to certain rules and regulations as may be contained in the regulations of the funding agency, in the federal common rule as set forth in 45 CFR Part 92, and in the grant award. Contractor agrees to abide by all such rules and regulations as part of its basic services.

13. No Waiver.

No failure of either party to exercise any powers granted in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the District or Contractor at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

14. Representation of Authority.

Contractor herewith covenants, represents and warrants that the person executing this Addendum and the Agreement and any and all amendments hereto and thereof, as and if such may occur, are fully empowered to execute this Addendum, the Agreement and any amendments thereto in such fashion as to fully and completely bind Contractor to these agreements and undertakings; the signature on this Addendum and the Agreement further serves to assure the District that any and all action necessary by law, and under the terms of Contractor's by-laws, and pursuant to the policies of Contractor have been taken prior to execution of this document on behalf of Contractor; the signatures on the Agreement and this Addendum are a representation that the Contractor is a corporation in good standing in the state of Illinois. This representation, covenant and warranty are made by Contractor with the intent that the District fully rely hereon and as an inducement to the District to execute this Addendum and the Agreement.

15. Entire Agreement.

The Agreement together with all its Exhibits and this Addendum shall constitute the complete understanding between the parties and no other or further agreement shall be or constitute an amendment to or modification of this Agreement absent the same being reduced to writing and executed by both parties hereto.

DISTRICT:	**CONTRACTOR:**
BOARD OF EDUCATION OF ROCKFORD SCHOOL DISTRICT NO. 205, WINNEBAGO AND BOONE COUNTIES, ILLINOIS	_____
BY: _____	**BY:** _____
Its President	**Its President**
Attest: _____	**ATTEST:** _____
Its Secretary	**Its Secretary**

ROCKFORD PUBLIC SCHOOLS
REQUIRED BID FORMS CHECK LIST
Bid/RFP/RFQ No.: 16-14 Auburn High School Gym Lift and Toilet Rooms

Listed below are the REQUIRED forms all bidders are REQUIRED to submit with sealed bids on or before the bid due date and time. Failure to submit ALL required forms may result in bidder being deemed non-responsive.

Required Forms	Yes	Comments
Bid Security Bond	☐	5% of Base Bid
Section 004100 – Bid Form	☐	
Bid Rigging Certification	☐	
Minority and Women Owned Business Concern Representation	☐	
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	☐	
Certificate Regarding Lobbying	☐	
OFAC Compliance	☐	
Vendor Conflict of Interest Disclosure Form	☐	
Certified Cleared Employee List	☐	Complete, sign, and notarize the form. If you are uncertain of which employees will be working on the project, note this information on the form that the employee information will be forth coming BEFORE you start on the project, if awarded the contract.
Asbestos Notification	☐	
AIA Document A305-1986 Contractor's Qualification Statement	☐	
Section 004115 – References	☐	
Form W-9 Department of the Treasury Internal Revenue Service	☐	

Listed below are REQUIRED FORMS/DOCUMENTS that must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.

☐ Certificate of Liability Insurance	☐ Performance Bond (100% of contract)
☐ AIA Document A101-2007 Standard Form of Agreement between Owner and Contractor (as revised by owner)	☐ Labor and Material Payment Bond (100% of contract)

SECTION 004100 BID FORM

TO:

Director of Purchasing
Rockford Board of Education
School District N. 205
501 Seventh Street, 6th Floor Conference Rm.
Rockford, Illinois 61104

FROM:

_____
_____
_____

Operating as (strike out conditions that do not apply) (an Individual,) (a Corporation, organized and existing under the law of the State of _____,) (a Partnership,) (a Joint Venture consisting of the firm of:)

_____

BASE BID PROPOSAL:

In response to your invitation to submit a proposal for the execution of all work described by the Drawings and Specifications dated and titled:
RPS 205
Auburn High School - Gym Lift & ADA Toilet Rms Issued for Bid and Permit - 08.31.2015

located at 5110 Auburn Street, Rockford, IL and having examined the site where the work is to be executed; and having become familiar with local conditions as they might in any way affect the cost and/or execution of the work; and having carefully examined the aforesaid drawings, specifications and other related documents and addenda thereto, the undersigned Bidder hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities as necessary and/or required for the complete and satisfactory execution of the work for which this proposal is submitted, for the lump-sum consideration as stated hereinafter:

Bidders must show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

BASE PROPOSALS:

Base Bid A- ADA LIFT portion of work: At Auburn High School , Bidder agrees to perform all work described and shown on the drawings for the sum of:

Bid _____ Dollars _____
(in writing) (in figures

Base Bid B- ADA TOILETS portion of work: At Auburn High School , Bidder agrees to perform all work described and shown on the drawings for the sum of:

Bid _____ Dollars _____
(in writing) (in figures

Base Bid C- Combined ADA LIFT and ADA Toilets portion of work: At Auburn High School , Bidder agrees to perform all work described and shown on the drawings for the sum of:

Bid _____ Dollars _____
(in writing) (in figures

ADDENDA ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following addenda:

(List by number and date appearing on each addenda. If all addenda are not acknowledged, the bid will be considered irregular).

ADDENDUM No.	Date

The undersigned agrees to complete all work at each school, as required by the contract as follows: (note Base Bid C - Combined work to follow individual completion dates listed below)

	Auburn HS: ADA Lift	**Auburn HS: ADA Toilet Rooms**
Commence Work on:	**10.16.15**	**10.16.15**
Substantial Completion:	**12.14.15**	**11.16.15**
Final Completion:	**12.30.15**	**12.01.15**

BID SECURITY:

Bid Security is attached, without endorsement, in the sum of (5% of Bid Amount):

_____ Dollars _____

GENERAL STATEMENT:

A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned

B. The undersigned agrees to assist and cooperate with the Owner in preparing the formal Contract, and shall execute same and return it to the Owner along with surety bonds and insurance certificates, as may be required by the specifications and other Contract Documents, within 10 days following its receipt.

C. The undersigned further agrees to begin work on said contract as soon as practicable after date of "Contract" or "Notice to Proceed," whichever is earlier; or, in any case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned it, and the Bid Security accompanying this proposal will be forfeited to Owner as liquidated damages for delay and loss caused to Owner by reason of such failure on the part of the undersigned.

D. It is understood that the right is reserved by Owner to reject any or all proposals, to waive all informalities and irregularities in connection therewith, and to award a contract for any part of the work or the project as a whole. It is agreed that this proposal may not be withdrawn for a period of 60 days after it has been opened, without permission to the Owner.

E. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

F. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

G. It is agreed that the undersigned has complied or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirements has been or will be violated in making or accepting this proposal, in awarding the Contract to him, or in the prosecution of the work required thereunder.

H. The contractor certifies that the contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961.

Name of Contractor (Typed) Contractor's Signature

BIDDER SIGNATURE:

Respectfully submitted this _____ day of _____

Legal Name of Firm: _____

Federal Tax Identification Number: _____

BY: _____
_____
_____

CERTIFICATE OF ELIGIBILITY TO CONTRACT

_____Contractor, Pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither(he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Date: _____ _____

SUBSCRIBED and SWORN TO before me

This day of

_____
NOTARY PUBLIC

END OF BID FORM

ROCKFORD PUBLIC SHOOLS
BID-RIGGING CERTIFICATION

I, _____, a duly authorized agent of
(Agent)

_____, do hereby certify that neither
(Contractor)

_____nor any individual presently
(Contractor)

affiliated with _____has been barred from bidding on a
(Contractor)

public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled Statutes.

_____
Authorized Agent

_____
Contractor

ROCKFORD PUBLIC SCHOOLS

MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

Disabled Owned Business: a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

"Control" in this referenced context means exercising the power to make policy decisions. "Operate" means being actively involved in the day- to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.

A. Representation. The offeror represents that it is ( ), is not ( ) a minority-owned business concern.

B. Representation. The offeror represents that it is ( ), is not ( ) a women-owned business concern.

C. Representation. The offeror represents that it is ( ), is not ( ) a disabled-owned business concern.

Please Check Appropriate Box/Boxes

☐ African American (AFRAM) ☐ Caucasian (CAUC) ☐ Native American (NAAM)

☐ Hispanic American (HISP) ☐Asian-Pacific American (ASIAP) ☐ Asian-Indian (ASIAI) American

☐ Other _____ ☐ Woman Owned (W) ☐ Disabled Owned (D)

Please identify

The offeror has ☐/ has not ☐ used the following procedures in searching for and obtaining suppliers and subcontractors:

- •Place qualified Minority-Owned Businesses on solicitation lists
- •Ensure that Minority-Owned Businesses are solicited whenever they are potential sources
- •Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete
- •Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses
- •Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name _____ Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____ FEIN # _____

Signature of Company Official _____ Title _____

Date _____

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:
(1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
(2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
(3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
(4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
(5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
(6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

_____	_____
Organization Name	*PR/Award Number or Project Name*
_____	_____
Name of Authorized Representative	*Title*
_____	_____
Original *Signature of Authorized Representative*	*Date*

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at http://epls.arnet.gov/.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____	_____
Organization Name	*PR/Award Number or Project Name*
_____	_____
Name of Authorized Representative	*Title*
_____	_____
Original *Signature of Authorized Representative*	*Date*

OFAC Compliance

BID No.:_____

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List ("SDN List"), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

_____

Organization Name

_____

Name of Authorized Representative

_____

Title

_____

Original Signature of Authorized Representative

_____

Date

ROCKFORD PUBLIC SCHOOLS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

All businesses ("Vendors" or "Vendor" or "Vendor's") that wish to conduct business with the Rockford Public Schools "RPS" must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at http://www2.rps205.com/District/BOE/Pages/GP-200.aspx. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor's preparation, drafting, or presentation of a proposal or bid for services and/or supplies, (ii) materially contribute to Vendor's negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as "Disclosable Persons."

CERTIFICATION:

I hereby certify that, except as disclosed below, to Vendor's knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this bid to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this bid to the Vendor

VENDOR INFORMATION:

Vendor Name: _____

Vendor Address: _____

_____

Vendor Phone Number _____

Vendor Email: _____

Vendor FEIN: _____

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

☐ YES, the above statement is true.

☐ NO, the above statement is **NOT** true.

If you checked "**YES**" above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees' or RPS Board of Education's family member(s) with whom there may be a conflict of interest:

1. _____

2. _____

3. _____

Provide a brief description of the nature of the potential conflict(s) of interest:

SIGNATURE:
By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor's knowledge:

_____ _____

Print the Name of the Vendor's Authorized Representative

Print the Position Title of the Vendor's Authorized Representative

_____ _____

Print the Name of the Vendor's Authorized Representative

Date

Rev. 10-2013

CERTIFIED CLEARED EMPLOYEE LIST

The undersigned_____, a vendor, supplier, professional services firm or contractor, hereby certifies under oath as follows:

1- a criminal history records check, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and

2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and

3-the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

No.	Last Name	M.I.	First Name	SS # (last four)	Crim. Hst.	Databases

By:_____

This certificate Subscribed and Sworn to before me this ___ day of _____, 20___.

_____

Notary Public
Commission Expires :_____

_____

Vendor Cert. Employee List No.___

ROCKFORD PUBLIC SCHOOLS

ASBESTOS NOTIFICATION

DATE: _____

I, _____ , (Person/Company) understand that

_____ School Building contains asbestos-containing building material and have been informed of the types and locations of this material by the Building Engineer. Furthermore, I will not disturb these materials without written permission from one of the following Building Services Department Officials.

Todd Schmidt, Chief Operating Officer

Rockford Public Schools Project Manager, Operations and Facilities

_____

Signature

cc: Building Engineer

Contractor

Omni: Tax W-9 PM85
Revised 6/06

ROCKFORD BOARD OF EDUCATION
SCHOOL DISTRICT #205
501 7TH Street
Rockford, Illinois 61104
Phone: Area Code 815-966-3098
Fax: Area Code 815-966-3088

W - 9

SUBSTITUTE IRS FORM W-9 – IMPORTANT TAX INFORMATION

IRS regulations require our School District to have on file appropriate taxpayer identification data concerning you or your firm. This information consists of either a Federal Employer Identification Number (F.E.I.N) or Social Security Number (S.S.N.) and will have their payments reported to the IRS on form #1099–Misc.

Below is the legal name and address for you or your firm as shown on our official records. Please make any necessary corrections. Space is also provided to enter the appropriate tax identification number and to indicate (by checking a box) the correct legal status. Failure to complete and return this form could result in a $50,000 IRS penalty. In addition, we would be required to withhold 20% of payments due and remit this amount to the IRS until we receive the correct tax data.

For your convenience we request you fax this form back to sender (or to Purchasing at 815-966-3088). Please do this today so we can both fulfill our reporting obligations and ensure prompt payments.

Reminder: If LEGAL STATUS is "Sole Proprietorship", the Taxpayer Identification Number must be either the Social Security Number of the owner or assigned FEIN.

LEGAL STATUS: (Check One)	**TAXPAYER (federal) ID# -- FEIN or Soc Sec** (use the line corresponding to your legal status line)
☐ Corporation	FEIN: ____ ____ - ____ ____ ____ ____ ____ ____
☐ Limited	FEIN: ____ ____ - ____ ____ ____ ____ ____ ____
☐ Partner(ship)_____(one owner)	FEIN: ____ ____ - ____ ____ ____ ____ ____ ____
☐ Religious, Charitable, Educational or Governmental Agency (**circle one**)	FEIN: ____ ____ - ____ ____ ____ ____ ____ ____
☐ Sole Proprietorship (legal owner's name): _____	FEIN: ____ ____ - ____ ____ ____ ____ ____ ____or SSN: ___ ___ ___ - ___ ___ - ___ ___ ___ ___ Owner's Social Security Number
☐ Individual	SSN: ___ ___ ___ - ___ ___ - ___ ___ ___ ___
☐ Other – Please identify: _____	FEIN: ____ ____ - ____ ____ ____ ____ ____ ____

UNDER PENALTIES OF PERJURY, I CERTIFY THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.

Signature: _____ Title: _____ Date: _____

Phone: (_____)_____ Fax: (_____)_____

*Website & Email address:*_____

*If minority/women owned business, list here:*_____

Vendor: Enter Name and Address Below

Vendor #: _____

School: _____

CONFIRMATION OF CALLED INSPECTION RECORDS

☐ 2009 International Building Code Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Footing			
2.	Foundation			
3.	Concrete Slab / Under-floor			
4.	Lowest Floor Elevation			
5.	Framing			
6.	Lathe and Gypsum Board			
7.	Fire Resistant Penetrations			
8.	Energy Efficiency			
9.	Special Inspection			
10.	Final IBC			

☐ 2009 International Electrical Code (Appendix K) Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Prefabricated Assembly Evaluation Report			
2.	Underground			
3.	Rough-in			
4.	Final IEC			

☐ 2009 International Energy Conservation Code Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Foundation (thermal envelope)			
2.	Framing (thermal envelope)			
3.	Insulation (thermal envelope)			
4.	Rough-in "Okay to Cover" (mechanical, service water heating, electrical, lighting)			
5.	Final (mechanical, service water heating, electrical, lighting)			
6.	Final IECC			

☐ 2009 International Fire Code Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Final IFC			

☐ 2009 International Mechanical and Fuel Gas Code Called Inspection Records

	Called Inspection Type	Approval to Proceed Date	A/E or Qualified Inspector Signature	ISBE ID Number or A/E License Number
1.	Prefabricated Assembly Evaluation Report			
2.	Underground Piping			
3.	Rough-in			
4.	Final IMC & IFGC			

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

[ ] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT: *(if applicable)* Sample

TYPE OF WORK: *(file separate form for each Classification of Work)*

[ ] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:21:49 on 04/05/2013 under Order No.8570891672_1 which expires on 10/07/2013, and is not for resale.
User Notes: (1230461227)

§ **1.3.4** Vice-president's name(s)

§ **1.3.5** Secretary's name:
§ **1.3.6** Treasurer's name:

§ **1.4** If your organization is a partnership, answer the following:
§ **1.4.1** Date of organization:
§ **1.4.2** Type of partnership (if applicable):
§ **1.4.3** Name(s) of general partner(s)

§ **1.5** If your organization is individually owned, answer the following:
§ **1.5.1** Date of organization:
§ **1.5.2** Name of owner:

§ **1.6** If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ **2.1** List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ **2.2** List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ **3.1** List the categories of work that your organization normally performs with its own forces.

§ **3.2** Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ **3.2.1** Has your organization ever failed to complete any work awarded to it?

§ **3.2.2** Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ **3.2.3** Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ **3.3** Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:21:49 on 04/05/2013 under Order No.8570891672_1 which expires on 10/07/2013, and is not for resale.
User Notes: (1230461227)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:21:49 on 04/05/2013 under Order No.8570891672_1 which expires on 10/07/2013, and is not for resale.
User Notes: (1230461227)

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ **5.1.2** Name and address of firm preparing attached financial statement, and date thereof:

§ **5.1.3** Is the attached financial statement for the identical organization named on page one?

§ **5.1.4** If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ **5.2** Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ **6.1** Dated at this day of

Name of Organization:

By:

Title:

§ **6.2**

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:21:49 on 04/05/2013 under Order No.8570891672_1 which expires on 10/07/2013, and is not for resale.
User Notes: (1230461227)

AIA® Document A101™ – 2007

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

AGREEMENT made as of the ___ day of _____ in the year 20__.

BETWEEN the Owner:

Board of Education of Rockford School District No.205
Winnebago and Boone Counties, Illinois
501 7th Street
Rockford, Illinois 61104

and the Contractor:
(Paragraphs deleted)

for the following Project:

Bid No.

_____
_____
_____

The Architect:

Program Manager:

The Owner and Contractor agree as follows.

Owner is an Illinois public school district. This Contract is the result of the award of a publicly bid contract pursuant to the provisions of the Illinois School Code pertaining to public contracts, particularly the provisions of 105 ILCS 5/10-20.21. The invitation to bid No. , all amendments thereof and Contractor's bid all form a part of this Contract. The terms of Illinois statutes applicable hereto shall govern all terms and conditions of this contract as though fully set forth herein.

Init.
/

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:22:21 on 05/08/2014 under Order No.0065382760_1 which expires on 12/16/2014, and is not for resale.
User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions) AIA Document A201-2007, as revised by Owner, Drawings, Specifications, Addenda issued prior to execution of this Agreement with Bid No. , other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1

The Work is comprised of multiple dates of commencement of the Work. The construction start date, substantial completion date and final completion date are as follows:

Construction start date:
Substantial completion date:

Final Completion date: _____

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum consistent with the award of a public bid # awarded by Owner to Contractor shall be the total contract sum of
( ) subject to additions and deductions as provided in the Contract Documents.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:22:21 on 05/08/2014 under Order No.0065382760_1 which expires on 12/16/2014, and is not for resale.
User Notes:

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.3 Unit prices, if

any, including all associated costs including, but not limited to, excavation, backfilling offsite transportation/site fee, labor, overhead, insurance and bond:
§ 4.4 Allowances included in the Contract Sum, if any:

ARTICLE 5 PAYMENTS

§ 5.1 PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to and approved by the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make payments on account of the Contract Sum to the Contractor pursuant to its policies and procedures more fully explained in the Addendum attached hereto and made a part hereof marked Exhibit A, and as provided elsewhere in the Contract Documents.

§ 5.1.2 Contractor shall submit to the Architect not more than one Application for Payment per month. The payment may cover a time period up to and including the date of submission of the draft Application for Payment. Contractor shall submit a draft Application for Payment on or before the date established by Program Manager. A supplemental Application for Payment may be required at the end of Owner's School Year (June 30).

§ 5.1.3 Payments to Contractor shall be pursuant to the policies and procedures of Owner as set forth in Addendum Exhibit A attached.

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each payment shall be the amount of Architect approved certificate for payment computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of TEN percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction as revised by Owner;

.2 Subtract the aggregate of previous payments made by the Owner.

§ 5.1.7 The payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled

claims

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

NONE

Init.
/
AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:21 on 05/08/2014 under Order No.0065382760_1 which expires on 12/16/2014, and is not for resale.
User Notes:

§ 5.2 FINAL PAYMENT

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as revised by Owner, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

In accordance with Owners policies and procedures for payment as described in the Addendum Exhibit A attached hereto.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document

A201–2007 as revised by Owner.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, as revised by Owner, the method of binding dispute resolution shall be as follows:
Owner and Contractor may but shall not be required to submit claims to arbitration or mediation. If Owner and Contractor each independently agree to mediation or arbitration of claims, such mediation and arbitration shall proceed according to the provisions of AIA Document A201-2007 as revised by Owner. Mediation or arbitration may be requested by either party in writing. If the responding party declines to mediate or arbitrate or fails to respond to the request within 7 days of receipt of a request the sole remedy and method of dispute resolution for such claim shall be litigation in a court of competent

jurisdiction. **Jurisdiction for purposes of this Agreement and all parties hereto shall be the laws of the State of Illinois and venue shall lie in the 17th Judicial Circuit Court, Winnebago County, Illinois.**

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007 as revised by Owner.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 as revised by Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents; however, in the case of AIA Document A201-2007, it shall refer to AIA Document A201-2007 as revised by Owner and attached as Exhibit B.

§ 8.2 The Owner's representative:

Todd Schmidt
Chief of Operations
Rockford Public Schools
501 Seventh Street
Rockford, Illinois 61104

§ 8.3 The

Contractor's representative:

Init.
/

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:21 on 05/08/2014 under Order No.0065382760_1 which expires on 12/16/2014, and is not for resale.
User Notes:

§ 8.4

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

§ 8.5 Other provisions:
If Owner has contracted with a Program Manager for this project, in all cases in which notices are required or permitted to be given by Contractor, a copy of each such notice shall be simultaneously given to Program Manager.

Program Manager:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor as revised by Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007 as revised by Owner and attached hereto marked Exhibit B, General Conditions of the Contract for Construction and Supplementary Conditions attached to Bid 14-52.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

As contained in the Invitation to Bid # and as attached hereto marked Exhibit C.

§ 9.1.4 The Specifications:

As set forth in invitation to bid # and addenda thereto attached hereto as Exhibit C and D.

§ 9.1.5 The Drawings:

As set forth in invitation to bid # and addenda thereto attached hereto as Exhibit C and D.

§ 9.1.6 The Addenda, if any:

As set forth and referenced in the document attached hereto marked Exhibit D.

§ 9.1.7 Documents forming the Contract Documents:

1. The Addendum attached hereto marked Exhibit A
2. General Conditions attached hereto marked as Exhibit B.
3. Bid No. issued by Owner attached as Exhibit C (compact disk).

Init. /

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:21 on 05/08/2014 under Order No.0065382760_1 which expires on 12/16/2014, and is not for resale.
User Notes:

4. Addenda to Bid as referenced and attached as Exhibit D (compact disk).
5. Contractor's bid dated attached hereto as Exhibit E.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as revised by Owner and attached hereto and including the Supplementary Conditions issued by Owner.

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

OWNER:

BOARD OF EDUCATION OF ROCKFORD SCHOOL DISTRICT NO. 205, WINNEBAGO AND BOONE COUNTIES, ILLINOIS

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

CONTRACTOR:

BY: _____
ITS PRESIDENT

ATTEST: _____
ITS SECRETARY

Init.
/

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:22:21 on 05/08/2014 under Order No.0065382760_1 which expires on 12/16/2014, and is not for resale.
User Notes:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N		N / A				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Rockford Public School District 205
Attn: Jim Heathscott
501 Seventh Street
Rockford, IL 61104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

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

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Construction Manager. Procurement Substitution Request must be made in writing in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
2. Submittal Format: Submit three copies of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.
3. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web site.

    a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
    b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

        1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
        2) Copies of current, independent third-party test data of salient product or system characteristics.
        3) Samples where applicable or when requested by Architect.
        4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
        5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
        6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
        7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

    c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
    d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all

bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

D. Unless the Architect has approved a substitution by means of written Addendum, the Bidder is assumed to have included all products and materials as specified, regardless of whether or not a request for substitution was made.

END OF DOCUMENT 002600

DOCUMENT 003119 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION 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 the 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. Phase I Environmental Assessment Report prepared by Midwest Environmental Consulting Services, Inc. ad dated April 10 2013, is available for viewing at the office of Owner.

C. Related Requirements:

1. "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
2. Section 002600 - Procurement Substitution procedures.

END OF DOCUMENT 003119

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Auburn High School
5110 Auburn Street
Rockford, IL 61101

SURVEY DATE: February 12, 2013
REPORT DATE: April 10, 2013

MEC PROJECT #: 13-02-098-EA

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY 1

2.0 RECOMMENDATIONS 3

3.0 INTRODUCTION 4
3.1 Purpose 4
3.2 Scope-of-Services 4
3.3 Assumptions, Limitations and Exceptions 5
3.4 Special Terms and Conditions (User Reliance) 6
3.5 Data Gaps 6

4.0 SITE DESCRIPTION 7
4.1 Location and Description 7
4.2 Surrounding Area General Characteristics 7
4.3 Current Use of the Property 7
4.4 Description of Property & Improvements 7
4.5 Current Use of Adjoining Properties 8

5.0 USER PROVIDED INFORMATION 9
5.1 Title Records 9
5.2 Environmental Liens or Activity and Use Limitations 9
5.3 Specialized Knowledge 9
5.4 Valuation Reduction for Environmental Issues 9
5.5 Owner, Property Manager and Occupant Information 9
5.6 Reason for Performing Phase I ESA 9

6.0 RECORDS REVIEW 10
6.1 Standard Environmental Records 10
6.1.1 Federal Agency Database Findings 10
6.1.2 Illinois State Agency Database Findings 13
6.1.3 Regulatory Agency Findings 15
6.2 Physical Setting Sources 15
6.2.1 Topography 15
6.2.2 Geology 15
6.2.3 Soils 15
6.2.4 Hydrology 16
6.3 Historical Use Information 16
6.3.1 Aerial Photographs 17
6.3.2 Fire Insurance Maps 19
6.3.3 Property Tax Files 19
6.3.4 Land Title Records 19
6.3.5 Historical USGS Topographic Quadrangles 19
6.3.6 City Directories 20
6.3.7 Building Department Records 24
6.3.8 Zoning/Land Use Records 24
6.3.9 Prior Reports & Interviews 24

7.0 SITE RECONNAISSANCE 25
7.1 Methodology and Limiting Conditions 25
7.2 Hazardous Substance Use/Storage 25
7.3 Storage Tanks 25
7.4 Other Petroleum Products 25
7.5 Polychlorinated Biphenyls (PCBs) 25
7.6 Waste Generation, Storage and Disposal 26
7.7 Septic Systems 26
7.8 Storm Water Management/Surface Areas 26
7.9 Wells 26
8.0 INTERVIEWS 27
8.1 Interview Summary 27
9.0 FINDINGS & OPINIONS. 28
10.0 CONCLUSIONS 30
11.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL 31
12.0 REFERENCES 32
13.0 APPENDICES 33

APPENDIX - A SITE PHOTOGRAPHS
APPENDIX - B SITE PLAN
APPENDIX - C HISTORICAL RESEARCH DOCUMENTATION
APPENDIX - D REGULATORY DATABASE REPORT
APPENDIX - E RESUMES/CERTIFICATIONS
APPENDIX - F USER PROVIDED DOCUMENTATION
APPENDIX - G RECORDS OF COMMUNICATION
APPENDIX - H TERMINOLOGY

1.0 EXECUTIVE SUMMARY

At the request of Anne Ford, Environmental Coordinator, Rockford Public Schools District #205, Rockford, Illinois, Brandon M. Gorte of Midwest Environmental Consulting Services, Inc. (MEC) performed a Phase I Environmental Assessment (ESA) of the Auburn High School located at 5110 Auburn Street, Rockford, Illinois, 61101, (herein referred to as the Subject Property) on February 12, 2013. The Subject Property includes approximately 46.7 acres of land and one two-level approximately 198,618 square foot brick and steel frame building.

The main objective of the ESA was to identify the presence or likely presence, use, or release on the property of hazardous substances or petroleum products as defined in ASTM Practice E 1527-05 as a *recognized environmental condition* (REC).

The Phase 1 ESA was performed in general accordance with the scope and limitations of ASTM practice E 1527-05 for the Auburn High School located at 5110 Auburn Street, Rockford, Illinois, 61101. This assessment has revealed evidence of *recognized environmental conditions* (RECs) in connection with the Subject Property.

Records Review

The earliest available information on the site is from 1939, when the Subject Property was agricultural land. The Subject Property school building was built in 1960 and renovated in 1970.

Record reviews have not revealed evidence of *recognized environmental conditions* (RECs) in connection with the Subject Property with the exception of the following:

- An open Leaking Underground Storage Tank Incident, Incident #910801 related to the two 20,000 gallon Heating Oil underground storage tanks on the Subject Property.

- An open Leaking Underground Storage Tank Incident, Incident #971499 at the north adjacent airport across Auburn Street.

- An open Leaking Underground Storage Tank Incident, Incident #910303 at the south adjacent Kennedy Middle School, formerly Wilson Middle School.

Record reviews have not revealed evidence of *historical recognized environmental conditions* (HRECs) in connection with the Subject Property with the exception of the following:

- Two former 20,000 gallon Heating Oil underground storage tanks on the Subject Property last used in 1989 and removed in 1991.

Record reviews have not revealed evidence of *vapor recognized environmental conditions* (VRECs) in connection with the Subject Property with the exception of the following:

- The open Leaking Underground Storage Tank (LUST) incident, Incident #910801 on the Subject Property.

- The open Leaking Underground Storage Tank (LUST) incident, Incident #971499 at the north adjacent airport across Auburn Street.

Site Reconnaissance

Site reconnaissance did not reveal evidence of *recognized environmental conditions* (RECs) with the Subject Property with the exception of the following:

- Two compressors in the boiler room of the Subject Property.
- A compressor in the pool chemical storage room of the Subject Property.
- Hydraulic elevator controls in the elevator control room.
- Hazardous chemical storage in the pool chemical storage room of the Subject Property.
- Four pole-mounted transformers on the northwest corner of the Subject Property.
- A pad-mounted transformer on the west side of the building on the Subject Property.

In addition, the following conditions were noted in the building:

- The building was built in 1960 and renovated in 1970. Due to the date of construction, asbestos containing materials (ACM) may be present in the building. The insulation on the boilers in the boiler room was marked as ACM. As such, care should be taken not to disturb the potential asbestos fibers during the construction of the new building addition.

2.0 RECOMMENDATIONS

Based on the scope of work MEC offers the following recommendations:

- The compressors run with a small amount of oil for lubrication. The compressors should be monitored for oil releases; otherwise, there is no further recommendation.

- The potential for soil vapors from the open LUST Incident at the Subject Property building exists due to the soil type underneath the building and that the LUST Incident is still open. *MEC recommends that the LUST Incident be closed following IEPA LUST Section protocol*.

- The potential for soil vapors from the open LUST Incident at the north adjacent airport exists due to the soil type underneath the Subject Property and that the LUST Incident is still open. However, since the school building is set back away from Auburn Street, and the location of the LUST Incident is both set back in the airport property and downgradient from the school building, the potential for vapor intrusion is minimal.

- The potential for contamination from the open LUST Incident at the south adjacent middle school exists due to the soil type underneath the Subject Property and that the LUST Incident is still open. As the Rockford Public Schools District #205 owns the south adjacent middle school, *MEC recommends that the LUST Incident be closed following IEPA LUST Section protocol.*

- The elevator controls run on hydraulic fluid. The controls should be monitored for releases of hydraulic oil; otherwise, there is no recommendation.

- The transformers should be monitored for releases of oil; otherwise, there is no further recommendation.

- The pool chemicals are currently stored and used in a room that can be secured. As such, they should continue to be used in a safe manner; otherwise, there is no recommendation.

- The asbestos management plan should be followed when conducting maintenance near asbestos containing materials and when the new building addition is constructed.

3.0 INTRODUCTION

This report documents the findings, opinions and conclusions of a Phase I Environmental Site Assessment (ESA) for the Auburn High School located at 5110 Auburn Street, Rockford, Illinois, 61101.

3.1 Purpose

The purpose of this ESA was to identify *recognized environmental conditions* (RECs) in keeping with the scope of ASTM Practice E 1527-05 for the Subject Property at the time of site reconnaissance.

3.2 Scope-of-Services

This ESA was conducted utilizing a standard of good commercial and customary practice that was consistent with the ASTM Standard Practice E 1527-05. Any significant scope-of-work additions, deletions or deviations to ASTM Practice E 1527-05 are noted below or in the corresponding sections of this report. The scope-of-work for this assessment included an evaluation of the following:

- Physical characteristics of the Subject Property through a review of referenced sources for topographic, geologic, soils and hydrologic data.

- Site history through a review of referenced sources such as fire insurance maps, directories, aerial photographs, prior reports and interviews.

- Current site conditions including observations and interviews regarding the presence or absence of hazardous substances or petroleum products; generation, treatment, storage, or disposal of hazardous, regulated, or medical waste; equipment that utilizes oils which potentially contain PCBs; and storage tanks (aboveground and underground).

- Usage of surrounding area properties and the likelihood for releases of hazardous substances and petroleum products (if known and/or suspected) to migrate onto the Subject Property.

- Information in referenced environmental agency databases and local environmental records, within specified minimum search distances.

3.3 Assumptions, Limitations and Exceptions

MEC has prepared this Phase I Environmental Site Assessment (ESA) using reasonable efforts in each phase of its work to identify *recognized environmental conditions* (RECs) associated with hazardous substances or petroleum products at the Subject Property. The scope-of-work for this Phase I ESA was generally consistent with the ASTM Practice E 1527-05. Findings within this report are based on information collected from observations made on the day of the site investigation and from reasonably ascertainable information obtained from governing public agencies and referenced sources.

This report is not definitive and should not be assumed to be a complete or specific definition of all conditions above or below grade. Subsurface conditions may differ from the conditions implied by the surface observations and can only be reliably evaluated through intrusive techniques. Information in this report is not intended to be used as a construction document and should not be used for demolition, renovation, or other construction purposes. MEC makes no representation or warranty that the past or current operations at the Subject Property are or have been in compliance with all applicable federal, Illinois and local laws, regulations and codes.

Regardless of the findings stated in this report, MEC is not responsible for consequences or conditions arising from facts that were concealed, withheld, or not fully disclosed at the time the assessment was conducted. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.

The regulatory database report provided is based on an evaluation of the data collected and compiled by a contracted data research company. The report focuses on the Subject Property and neighboring properties that could impact the Subject Property. Neighboring properties listed in governmental environmental records are identified within specific search distances. The search distance varies depending upon the particular government record being checked. The regulatory research is designed to meet the requirements of ASTM Practice E 1527-05. The information provided in the regulatory database report is assumed to be correct and complete unless obviously contradicted by field observation or other reviewed sources.

Reasonable efforts have been made during this assessment of aboveground and underground storage tanks and ancillary equipment. “Reasonable efforts” are limited to information gained from visual observation of largely unobstructed areas, recorded database information held in public record and available information gathered from interviews. Such methods may not identify subsurface equipment that may have been hidden from view due to snow cover, paving, construction or debris pile storage, or incorrect information from sources.

MEC is not a professional title insurance firm and makes no guarantee, explicit or implied, that any land title records reviewed represent a comprehensive or precise delineation of past site ownership or occupancy for legal purposes.

3.4 Special Terms and Conditions (User Reliance)

This report is for the use and benefit Anne Ford, Environmental Coordinator, Rockford Public Schools District #205, Rockford, Illinois, and may be relied upon by Anne Ford, Environmental Coordinator, Rockford Public Schools District #205, Rockford, Illinois, and third parties authorized in writing by MEC, including the lender(s) in connection with a secured financing of the property, and their respective successors and assigns. Any third party using or interpreting this report is doing so at its own risk unless its use is authorized by MEC in writing. Any party agrees by accepting this report that any use or reliance on this report shall be limited by the exceptions and limitations in this report, and with the acknowledgment that actual site conditions may change with time, and that hidden conditions may exist at the property that were not discoverable within the authorized scope of the assessment.

MEC makes no other representation to any party except that it has used the degree of care and skill ordinarily exercised by environmental consultants in the preparation of the report and in the assembling of data and information related thereto. No other warranties are made to any party, either expressed or implied. MEC's liability to Anne Ford, Environmental Coordinator, Rockford Public Schools District #205, Rockford, Illinois, for whose benefit this report is made, shall be limited to a maximum of $5,000 (five thousand dollars only).

3.5 Data Gaps

Data gaps are defined as ASTM E1527-05 as "a lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to obtain such information. Data gaps may result from incompleteness in any of the activities required by this practice, including, but not limited to site reconnaissance (for example, an inability to conduct the site visit) and interviews (for example, an inability to interview the key site manager, regulatory officials, etc.)."

The following data gaps were identified during preparation of this report:

- No data gaps were identified.

4.0 SITE DESCRIPTION

4.1 Location and Description

The Subject Property is described as approximately 46.7 acres of land on two parcels and one two-level approximately 198,618 square foot brick and steel frame building.

The Subject Property is located generally at 5110 Auburn Street, Rockford, Illinois, 61101. The Subject Property PIN for the first parcel is 11-17-476-002, and the property is described as:

> COVEYS SUB PT E ½ SE ¼ SEC 17 & PT W ½ SW ¼ SEC 16-44-1 (EXC PIERPONT AVE) LOTS 3 THRU 10 LOT 10.

The Subject Property PIN for the second parcel is 11-16-308-001, and the property is described as:

> COVEYS SUB PT E ½ SE ¼ SEC 17 & PT W ½ SW ¼ SEC 16-44-1 THAT PT LTS 2 & 11 LYG W OF PIERPONT AVE PT LOTS 2 & 11.

The topography is relatively flat overall, sloping slightly to the south. On the day of the survey the surveyor was able to perform his work without any hindrance.

On a visual basis the Subject Property did not appear to have been used for illegal dumping.

4.2 Surrounding Area General Characteristics

The topography is relatively flat overall, sloping slightly to the south. There are primarily commercial, residential, and school properties surrounding the Subject Property. Auburn Street and an airport are located north of the Subject Property. Pierpont Avenue and residences are located east of the Subject Property. Residences and an agricultural field are located west of the Subject Property. Kennedy Middle School and McIntosh Elementary School are located south of the Subject Property.

4.3 Current Use of the Property

The Subject Property is currently occupied by a High School. The Subject Property is currently owned by the Rockford Public Schools District #205 and is used as a High School.

4.4 Description of Property & Improvements

The Subject Property is described as two parcels with approximately 46.7 acres of land and one two-level approximately 198,618 square foot brick and steel frame building.

Approximately 10% of the Subject Property is covered with the building and paved areas. The Subject Property has on-site parking south and east of the building.

The Subject Property is located generally at the Auburn High School located at 5110 Auburn Street, Rockford, Illinois, 61101. There were no visible signs of soil disturbance on the Subject Property.

4.5 Current Use of Adjoining Properties

Current uses of the adjoining properties to the Subject Property were observed to be as follows:

North – Auburn Street and Cottonwood Airport.

East – Pierpont Avenue and residences.

West – Residences and an agricultural field.

South – Kennedy Middle School and McIntosh Elementary School.

5.0 USER PROVIDED INFORMATION

The following section summarizes information (if any) provided by representatives of the client and/or seller with regard to this ESA. Any referenced documentation may be found in **Appendix F**.

5.1 Title Records

Anne Ford, Environmental Coordinator, Rockford Public Schools District #205, Rockford, Illinois, did not provide MEC with copies of the title policies for the Subject Property.

5.2 Environmental Liens or Activity and Use Limitations

Anne Ford, Environmental Coordinator, Rockford Public Schools District #205, Rockford, Illinois, had no information regarding environmental liens or activity and use limitations relevant to the Subject Property, other than those referenced above.

5.3 Specialized Knowledge

Anne Ford, Environmental Coordinator, Rockford Public Schools District #205, Rockford, Illinois, provided no specialized knowledge regarding *recognized environmental conditions* associated with the Subject Property other than the two heating oil underground storage tanks removed in 1991.

5.4 Valuation Reduction for Environmental Issues

Anne Ford, Environmental Coordinator, Rockford Public Schools District #205, Rockford, Illinois, had no information regarding valuation reduction for environmental issues associated with the Subject Property. To her knowledge she knows of no environmental concerns or incidents involving the Subject Property.

5.5 Owner, Property Manager and Occupant Information

MEC has been informed that the Subject Property is currently owned by the Rockford Public Schools District #205 and is used as a High School.

5.6 Reason for Performing Phase I ESA

According to Anne Ford, Environmental Coordinator, Rockford Public Schools District #205, Rockford, Illinois, the reason for conducting this environmental site assessment is the expansion of the Subject Property.

6.0 RECORDS REVIEW

6.1 Standard Environmental Records

The regulatory agency database report discussed in this section, provided by Environmental Data Resources (EDR) for the Subject Property was reviewed for information regarding reported releases of hazardous substances and petroleum products on or near the Subject Property. MEC also reviewed the "un-mappable" (also referred to as "orphan") listings within the database report, cross-referencing for available address information and facility names.

Unmappable sites are listings that could not be plotted with confidence, but are identified as being located within the general area of the property based on the physical address. Any site from the un-mappable listings that was identified by MEC as a result of the area reconnaissance and/or cross-referencing to mapped listings is included in the discussion within this section.

6.1.1 Federal Agency Database Findings

SUMMARY OF FEDERAL AGENCY DATABASE FINDINGS			
Regulatory Database	**Minimum Search Distance**	**Property Listed?**	**Sites Listed**
Federal National Priority List (NPL)	1 mile	No	0
Federal CERCLIS List	½ mile	No	0
Federal CERCLIS NFRAP	½ mile	No	0
Federal RCRA CORRACTS	1 mile	No	1
Federal RCRA Non- CORRACTS TSD	½ mile	No	0
Federal RCRIS Generators	¼ mile	Yes	1
Federal ERNS List	Property	No	0
Federal RCRA - NonGen	¼ mile	No	0
US BROWNFIELDS	½ mile	No	12
FINDS	Property	Yes	1

There are fifteen listings of potential environmental importance identified in the federal agency databases researched. The sites are detailed below. Some sites are listed multiple times in the database.

Site Name, Address	Distance, Direction, Gradient	Database, Comments
Rockford Auburn High School 5110 Auburn Street Rockford, IL 61101	Subject Property	**FINDS**: Registry ID #110009374042. AFS (Aerometric Information Retrieval System (AIRS) Facility Subsystem) replaces the former Compliance Data System (CDS), the National Emission Data System (NEDS), and the Storage and Retrieval of Aerometric Data (SAROAD). AIRS is the national repository for information concerning airborne pollution in the United States. AFS is used to track emissions and compliance data from industrial plants. AFS data area utilized by states to prepare State Implementation Plans to comply with regulatory programs and by EPA as an input for the estimation of total national emissions. AFS is undergoing a major redesign to support facility operating permits required under Title V of the Clean Air Act. US Geographic Names Information System (GNIS) is the official vehicle for geographic names used by the federal government and the source for applying geographic names to federal maps and other printed and electronic documents. ACES (Illinois – Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations. NCES (National Center for Education Statistics) is the primary federal entity for collecting and analyzing data related to education in the United States and other nations and the institute of education sciences. RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA. **RCRA-SQG**: Generates more than 100 and less than 1,000 kg of hazardous waste during any calendar month and accumulates loss than 6,000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1,000 kg of hazardous waste at any time. No violations found.
Abandoned Auto Repair Facility 3303 W. State Street Rockford, IL 61102	0.450 mi South Higher Gradient	**US BROWNFIELDS**: The subject property is located on the northwest intersection of W. State Street and N. Pierpont Avenue and consists of an abandoned auto repair facility. The City Directory review indicated presence of a service station from 1958 to 1982 and an auto repair facility from 2002 to 2006 on the subject property.
Former Phase II Sales & Service 3238 W. State Street Rockford, IL 61102	0.455 mi SSE Higher Gradient	**US BROWNFIELDS**: The property was operated by Phase II Sales & Service in the 1980s; by JA Schmit in around 1997. The current use of the property is for warehousing and storage.

Site Name, Address	Distance, Direction, Gradient	Database, Comments
Vacant Lot-3230 3230 W. State Street Rockford, IL 61102	0.456 mi SSE Higher Gradient	**US BROWNFIELDS**: The subject property was operated by State Garage Auto Repair shop from 1951 till 1959. The property is currently operated as a warehousing facility, but the current occupant is unknown.
Howie's Skid Row 3226 W. State Street Rockford, IL 61102	0.457 mi SSE Higher Gradient	**US BROWNFIELDS**: The subject property was operated by Mores Thos. Auto Repair from 1941 to 1950, and Truck Sales and Services from 1951 to 1970. After 1971, the property was operated by several salvage companies. The subject property was operated by Rockford Masonry & Supply from 1976 to 1980. In 2006, the property was operated as a salvage yard and occupied by Howie's Skid Row.
Starlight Baptist Missionary Church 3110 W. State Street Rockford, IL 61102	0.472 mi SSE Higher Gradient	**US BROWNFIELDS**: The subject property was Henderson J Wilfred Motel from 1951 to 1959; Motel & Restaurant from 1960 to 1981; Mathis Painting Contractors from 1991 to 1995. In 2006, the property was occupied by Starlight Baptist Methodist Church.
Larry's Garage & Machine Shop 118 Burbank Avenue Rockford, IL 61101	0.483 mi SSE Higher Gradient	**US BROWNFIELDS**: The subject property is occupied by Larry's Garage and Machine Shop.
Former Clark Oil & Refining Corporation 3024 W. State Street Rockford, IL 61102	0.488 mi SSE Higher Gradient	**US BROWNFIELDS**: The subject property was occupied by Clark Oil & Refining Corp from 1960 to 1976. The property currently provides access to the adjacent Larry's Garage and Machine Shop and consists of an access road and metal gate.
Vacant Lot-3012 3012 W. State Street Rockford, IL 61102	0.491 mi SSE Higher Gradient	**US BROWNFIELDS**: The subject property was occupied by M.H. Adams & Glenn Peterson from 1930 to 1940, Timbush John from 1941 to 1950; Chips Cleaner & Dryer from 1960 to 1963; and State Street Pizza House till 1970. Currently the property is a vacant lot.
Trap Star Record & Studio 3008 W. State Street Rockford, IL 61102	0.492 mi SSE Higher Gradient	**US BROWNFIELDS**: The subject property was operated as Hurst John E. Grocery from 1941 to 1951. In 2006, the property was occupied by Trap Star Record & Studio.
Vacant Lot-3004 3004 W. State Street Rockford, IL 61102	0.492 mi SSE Higher Gradient	**US BROWNFIELDS**: The past use of the property is unknown. In 2006, the property was a vacant lot.
Clean Car Wash 3002 W. State Street Rockford, IL 61102	0.493 mi SSE Higher Gradient	**US BROWNFIELDS**: The subject property was occupied by F.M. Chadwick from 1921 to 1929; Hart Oil Filling Station from 1930 to 1941; Babbit Jess Gas Station from 1941 to 1951. At present, the property is occupied by Clean Car Wash.
Clean Car Wash 3000 W. State Street Rockford, IL 61102	0.493 mi SSE Higher Gradient	**US BROWNFIELDS**: The subject property was occupied by F.M. Chadwick from 1921 to 1929; Hart Oil Filling Station from 1930 to 1941; Babbit Jess Gas Station from 1941 to 1951. At present, the property is occupied by Clean Car Wash.

Site Name, Address	Distance, Direction, Gradient	Database, Comments
Amerock Corporation 4000 Auburn Street Rockford, IL 61101	0.734 mi East Higher Gradient	**CORRACTS**: EPA ID #ILD005163332. 12/31/1999: CA075LO – CA Prioritization, Facility or area was assigned a low corrective action priority. 05/01/2009: CA070NO – RFA Determination Of Need For An RFI, RFI is Not Necessary.

It does not appear that the sites listed above are negatively impacting the Subject Property at this time. The database report is included in **Appendix D**.

6.1.2 Illinois State Agency Database Findings

SUMMARY OF ILLINOIS STATE AGENCY DATABASE FINDINGS			
Regulatory Database	**Minimum Search Distance**	**Property Listed?**	**Sites Listed**
Illinois-Equivalent NPL	1 mile	No	0
Illinois Hazardous Waste	1 mile	No	0
Illinois-Equivalent CERCLIS (SSU)	½ mile	No	0
Illinois Landfill or Solid Waste Disposal Sites	½ mile	No	0
Illinois Leaking Underground Storage Tanks (LUST)	½ mile	Yes	8
Illinois Registered Underground Storage Tanks (UST)	¼ mile	Yes	4
Illinois Brownfields	½ mile	No	0
Illinois Site Remediation Program (SRP)	½ mile	No	0
Office of Emergency Response (SPILLS)	Property	Yes	1
IL AIRS	Property	Yes	1

There are fourteen listings of potential environmental importance identified in the Illinois State Agency databases researched. The sites are detailed below. Some sites are listed multiple times in the database.

Site Name, Address	Distance, Direction, Gradient	Database, Comments
Auburn High School 5110 Auburn Street Rockford, IL 61101	Subject Property	**UST**: Facility #1018739. Two 20,000 gallon Heating Oil USTs last used in 1989, removed in 1991.
Rockford Auburn High School 5110 Auburn Rockford, IL 61101	Subject Property	**LUST**: Incident #910801 reported to IEMA on 03/26/1991 for Fuel Oil. NFR letter not reported, 45 Day Report received by IEPA on 07/29/1992. **AIRS**: Facility ID #10627, ID #201030AQG. Facility ceased operation on 01/01/1901.
5110 Auburn Street Rockford, IL	Subject Property	**SPILLS**: Incident #19910801 reported on 03/27/1991.

Site Name, Address	Distance, Direction, Gradient	Database, Comments
Cottonwood Corporation 5105 Auburn Street Rockford, IL 61101	0.008 mi NE Lower Gradient Adjacent Property	**LUST**: Incident #971499 reported to IEMA on 08/15/1997 for Gasoline and Other Petroleum. NFR letter not reported, 45 Day Report received by IEPA on 11/19/1997.
Cottonwood Airport 5105 Auburn Street Rockford, IL 61101	0.008 mi NE Lower Gradient Adjacent Property	**UST**: Facility #1032208. Two 1,000 gallon Gasoline USTs last used in 1997, removed in 1997.
Wilson Middle School 520 N. Pierpont Rockford, IL 61101	0.068 mi SSE Higher Gradient Adjacent Property	**UST**: Facility #1018743. One 15,000 gallon Heating Oil UST last used in 1990, removed in 1991.
Rockland Park Foundation W. End of Fairview Avenue Rockford, IL 61103	0.167 mi SE Higher Gradient	**UST**: Facility #1021315. One 3,000 gallon Diesel Fuel UST exempt from registration; one 1,000 gallon Gasoline UST exempt from registration, last used in 1983; one 300 gallon Gasoline UST exempt from registration, last used in 1983; one 3 gallon Kerosene UST exempt from registration, last used in 1983.
Wilson School 520 N. Pierport Avenue Rockford, IL 61103	0.201 mi SSE Higher Gradient	**LUST**: Incident #910303 reported to IEMA on 02/05/1991 for Fuel Oil. NFR letter not reported.
Fanara, Frank 1201 North Springfield Rockford, IL 61101	0.252 mi WNW Higher Gradient	**LUST**: Incident #911696 reported to IEMA on 06/21/1991 for Gasoline. NFR letter dated 06/21/1993.
Rockford Township Highway Department 404 N. Springfield Avenue Rockford, IL 61103	0.332 mi SW Higher Gradient	**LUST**: Incident #20110540 reported to IEMA on 05/26/2011 for Gasoline. NFR letter dated 12/21/2011.
Auburn Mobil 4432 Auburn Street Rockford, IL 61101	0.401 mi East Lower Gradient	**LUST**: Incident #941212 reported to IEMA on 06/01/1994 for Gasoline. NFR letter not reported, 45 Day Report received by IEPA on 11/14/1994.
Phase II Sales & Service 3240 W. State Street Rockford, IL 61105	0.445 SSE Higher Gradient	**LUST**: Incident #921726 reported to IEMA on 06/25/1992 for Gasoline. NFR letter not reported, 45 Day Report received by IEPA on 09/23/1992.
Hart Oil Co. 3002 W. State Street Rockford, IL 61088	0.493 mi SSE Higher Gradient	**LUST**: Incident #990662 reported to IEMA on 03/19/1999 for Gasoline. NFR letter not reported.

It does not appear that the sites listed above are negatively impacting the Subject Property at this time with the exception of the open LUST Incident, Incident #910801 at the Subject Property; the open LUST Incident, Incident #971499 at the north adjacent airport across Auburn

Street; and the open LUST Incident, Incident #910303 at the south adjacent Kennedy Middle School, formerly Wilson Middle School. The database report is included in **Appendix D**.

6.1.3 Regulatory Agency Findings

Water & Sewer Departments

Water and sewer is provided to the Subject Property by the City of Rockford. The City of Rockford obtains its water from the wells within the municipality. The sewage flows to the City of Rockford for treatment and into the Rock River. A copy of the 2011 City of Rockford Water Quality Report is included in **Appendix G**.

6.2 Physical Setting Sources

6.2.1 Topography

The Subject Property is at an elevation of approximately 752 feet above mean sea level.

Surface topography can be indicative of the direction of surficial groundwater. A general topographical gradient at Subject Property is towards the northeast.

Copies of the historical topographic maps are included in **Appendix C**.

6.2.2 Geology

The stratigraphic data on the rock formations in the area indicated that it is from the Paleozoic era, Ordovician system, Middle Ordovician (Mohawkian) series and categorized as stratified sequence.

6.2.3 Soils

MEC did not observe the soil on site. Based on soil conservation service (STATSGO) data, the soil on the Subject Property is classified as:

- Friesland, a fine sandy loam. This soil type has moderately coarse textures, is well drained, and has moderate infiltration rates. The depth to the bedrock is greater than 0 inches. The depth to the water table is greater than 0 inches.

- Beardstown, a loam. This soil type has moderately fine or fine textures, is somewhat poorly drained, and has slow infiltration rates. The depth to the bedrock is greater than 0 inches. The depth to the water table is greater than 45 inches.

The Illinois State Geological Survey (ISGS) *Potential for Contamination of Shallow Aquifers in Illinois* by Berg et al. (C532) (1984) classifies the area in the vicinity of the Subject Property as "B1". B1 materials are described as "jointed dolomites 5 to 20 feet deep (usually within 10 feet of the surface); overlain by sandy till, which may contain a relatively impermeable weathered zone (paleosol). A residuum and thin loess deposits are commonly found on the bedrock surface." The potential for contamination in B1 materials is high.

A review of the ISGS *Stack-Unit Mapping of Geologic Materials in Illinois to a Depth of 15 Meters* by Berg et al. (C542) (1988) indicates that the Subject Property is predominantly underlain discontinuously by less than 20 feet of the Peoria Loess and Roxana Silt; discontinuously by less than 20 feet of the Winnebago Formation, mainly sandy diamictons; discontinuously by less than 20 feet of the Glasford Formation, loamy and sandy diamictons; and by Ordovician and Cambrian rocks, mainly dolomite within 20 feet of the ground surface.

6.2.4 Hydrology

Groundwater on the Subject Property is expected to flow to the southeast, toward the Rock River.

The flood plain map for the Subject Property is 17201C – FEMA DFIRM Flood data according to EDR. The nearest 100-year flood zone is approximately one-half mile to the north and northeast of the Subject Property. The nearest 500-year flood zone is adjacent to the northwest of the Subject Property, across Auburn Street and adjacent to the southwest of the Subject Property. The Subject Property is over one-half mile southwest of the North Fork of Kent Creek.

The nearest wetlands on the National Wetlands Inventory are adjacent to the north, across Auburn Street.

6.3 Historical Use Information

The following table summarizes the findings of the research presented below pertaining to historical Subject Properties and surrounding area uses.

PERIOD	HISTORICAL USES		SOURCE (S)
	Subject Property	Surrounding Area	
1939-1958	The Subject Property appears to be agricultural land.	N – Auburn Street & Agricultural Land E – Agricultural Land S – Agricultural Land W – Agricultural Land	ISGS & EDR aerial photographs, interview
1958-1960	The Subject Property appears to be agricultural land.	N – Auburn Street & an Airport E – Agricultural Land S – Wilson Middle School (now Kennedy Middle School) W – Agricultural Land	EDR aerial photographs, City Directory
1960-1970	Auburn High School has been built on the Subject Property.	N – Auburn Street & an Airport E – Agricultural Land S – Wilson Middle School (now Kennedy Middle School) W – Agricultural Land	EDR aerial photographs, City Directory

PERIOD	HISTORICAL USES		SOURCE (S)
	Subject Property	Surrounding Area	
1970-2005	The current school building is on the Subject Property.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson Middle School (now Kennedy Middle School) & McIntosh Elementary School W – Agricultural Land	EDR aerial photographs, City Directory
2005-2013	The current school building is on the Subject Property.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Kennedy Middle School & McIntosh Elementary School W – Residences & Agricultural Land	EDR aerial photographs, City Directory, interview, site visit

The earliest available information on the land use of the subject property is from 1939.

6.3.1 Aerial Photographs

MEC requested aerial photographs from EDR. The aerial photograph review was limited by the scale and resolution of the available photographs. The 1939 aerial photograph (scale 1"=2,000') is from the Illinois State Geological Survey (ISGS), the 1939 through 2011 aerial photographs are from EDR. Aerial photographs are included in **Appendix C**. The following information was obtained:

DATE SCALE	OBSERVATIONS	
	Subject Property	Surrounding Area
1939 1"=2,000'	The Subject Property appears to be agricultural land.	N – Auburn Street & Agricultural Land E – Agricultural Land S – Agricultural Land W – Agricultural Land
1939 1"=500'	The Subject Property appears to be agricultural land.	N – Auburn Street & Agricultural Land E – Agricultural Land S – Agricultural Land W – Agricultural Land
1945 1"=750'	The Subject Property appears to be agricultural land.	N – Auburn Street & Agricultural Land E – Agricultural Land S – Agricultural Land W – Agricultural Land
1956 1"=500'	The Subject Property appears to be agricultural land.	N – Auburn Street & Agricultural Land E – Agricultural Land S – Agricultural Land W – Agricultural Land

DATE SCALE	OBSERVATIONS	
	Subject Property	**Surrounding Area**
1958 1"=1,000'	The Subject Property appears to be agricultural land.	N – Auburn Street & Agricultural Land E – Agricultural Land S – Wilson (Kennedy) Middle School under construction W – Agricultural Land
1970 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Streeet & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land
1976 1"=750'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land
1980 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land
1988 1"=750'	The Subject Property appears to contain the current school building.	N – Auburn Streeet & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land
1992 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land
1994 1"=750'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land
2005 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land & Residences
2005 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land & residences
2006 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land & Residences

DATE SCALE	OBSERVATIONS	
	Subject Property	**Surrounding Area**
2007 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land & Residences
2009 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land & Residences
2010 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land & Residences
2011 1"=500'	The Subject Property appears to contain the current school building.	N – Auburn Street & an Airport E – Pierpont Avenue & Residences S – Wilson (Kennedy) Middle School & McIntosh Elementary School W – Agricultural Land & Residences

6.3.2 Fire Insurance Maps

MEC requested Sanborn Fire Insurance Maps from EDR. The Sanborn Fire Insurance Map review was limited by the coverage of the available maps. EDR did not have Sanborn Fire Insurance Map coverage of the Subject Property.

6.3.3 Property Tax Files

Property tax files were requested from the Winnebago County Supervisor of Assessment's Office. According to the Winnebago County Supervisor of Assessment's Office, the Subject Property consists of two parcels totaling approximately 46.7 acres of land.

6.3.4 Land Title Records

The acquisition of land title records was not required by the scope of work for the ESA.

6.3.5 Historical USGS Topographic Quadrangles

MEC reviewed available historical USGS Topographic Quadrangles for information regarding past uses of the Subject Property. The review of historic USGS Topographic Quadrangles did not identify past uses indicating *recognized environmental conditions* at the Subject Property and/or surrounding area. Copies of the historical topographic maps are included in **Appendix C**.

6.3.6 City Directories

MEC requested City Directory information from EDR. A copy of the City Directory Abstract is included in **Appendix C**. The following information was obtained:

PERIOD	HISTORICAL USES		SOURCE (S)
	Subject Property 5110 Auburn Street	**Surrounding Area**	
1958	No return	5315 Auburn Street Cora's Grocery 5425 Auburn Street Auburn Greenhouse	Polk's City Directory
1963	Auburn High School	4803 Auburn Street Kranish Fred W & Sons Inc. contrs 5315 Auburn Street Pete's Spot Lite gro 5425 Auburn Street Auburn Greenhouse	Polk's City Directory
1969	Auburn High School	4800 Auburn Street Gray Implement Co agrl 5115 Auburn Street Vince's Flying Service teaching & rentals 5315 Auburn Street Kwik & E Z Foods gros	Polk's City Directory
1974	Auburn High School	4800 Auburn Street Gray Implement Co lawn mower sls & serv 4801 Auburn Street Kranish F W & Sons Inc. contr 5115 Auburn Street Vince's Flying Service teaching & rentals 5315 Auburn Street Kwik & E Z Foods	Polk's City Directory

PERIOD	HISTORICAL USES		SOURCE (S)
	Subject Property 5110 Auburn Street	**Surrounding Area**	
1980	Auburn High School	4800 Auburn Street Gray's Lawn & Garden Center 4801 Auburn Street Kranish F W & Sons Inc contr 4919 Auburn Street M & M Van Conversion 4923 Auburn Street Mel's Aluminum Service 5105 Auburn Street Cottonwood Av Inc air charters Myers K W Associates Inc real est 5315 Auburn Street Gray's I G A Food Store	Polk's City Directory
1985	Auburn High School	4800 Auburn Street Gray's Lawn & Garden Center 4801 Auburn Street Kranish F W & Sons Inc. contr 4915 Auburn Street S & H Lawn Care Inc. 4923 Auburn Street Mel's Aluminum Service 4929 Auburn Street M & M Van Conversions 5105 Auburn Street Cottonwood Av Inc. 5315 Auburn Street Auburn Super Market	Polk's City Directory

PERIOD	HISTORICAL USES		SOURCE (S)
	Subject Property 5110 Auburn Street	**Surrounding Area**	
1991	Auburn High School	4800 Auburn Street Gray's Lawn & Garden Center 4801 Auburn Street Kranish F W & Sons Inc contr Flowers By Heather Kranish 4915 Auburn Street Auburn Street Automotive Services 4923 Auburn Street Best Line Cleaning Services 5105 Auburn Street Johnson Aviation Inc. 5107 Auburn Street Etta's 5109 Auburn Street Rob's Sport & Lawn Center	Polk's City Directory
1996	Auburn High School	4915 Auburn Street Auto Connection 4923 Auburn Street Town & Country Roofing 5105 Auburn Street F A A 5107 Auburn Street Etta's 5315 Auburn Street Mary Fashions Gifts & Crafts	Polk's City Directory

PERIOD	HISTORICAL USES		SOURCE (S)
	Subject Property 5110 Auburn Street	**Surrounding Area**	
2001	Rockford School District Number 205 – Auburn H S	4800 Auburn Street Grays Lawn & Garden Center 4915 Auburn Street Auto Connection Plus 5100 Auburn Street E A A Chapter 22 5105 Auburn Street Cottonwood Airport NAPPI 5107 Auburn Street Pals Sports Bar & Grill 5109 Auburn Street Auto Palace Repair 5315 Auburn Street Wide World of Merchandise	Polk's City Directory
2007	Auburn High School	4915 Auburn Street Auto Connection Plus 5105 Auburn Street Cottonwood Airport Gippsland Aeronautics 5107 Auburn Street Pal's Sports Bar & Grill 5109 Auburn Street Auburn Street Storage & Rental Scissors Palace	Polk's City Directory
2012	Auburn High School Schools Pub Rockford	4915 Auburn Street Charlie Cagle Auto Connect 5105 Auburn Street Gippsland Aeronautics 5109 Auburn Street Auburn Street Storage & Rental Scissors Palace 5211 Auburn Street Soppa's Landscaping & Tree Svc 5315 Auburn Street Bobby's West Pawnbrokers U-Haul Moving & Storage	Polk's City Directory

6.3.7 Building Department Records

The Subject Property school building was built in 1960 and renovated in 1970.

6.3.8 Zoning/Land Use Records

The Subject Property is zoned as "R1 – Residential District" by the City of Rockford. The City of Rockford zoning map is included in **Appendix G**.

6.3.9 Prior Reports & Interviews

No prior reports or interviews were provided to MEC.

7.0 SITE RECONNAISSANCE

Brandon M. Gorte of MEC conducted the site reconnaissance on February 12, 2013, for the Subject Property located at 5110 Auburn Street, Rockford, Illinois, 61101. Mr. Gorte was met at the Subject Property by Custodial Contractor Leslie Cockfield. Mr. Cockfield took Mr. Gorte around the Subject Property. Mr. Gorte then proceeded to make observations around the Subject Property. The following is a summary of visual and/or physical observations of the Subject Property on the day of the site visit.

Subject Property photographs are included in **Appendix A**.

7.1 Methodology and Limiting Conditions

The site reconnaissance consisted of visual and/or physical observations of the Subject Property and if there were any improvements; adjoining sites as viewed from the Subject Property; and, the surrounding area based on visual observations made during the trip to and from the Subject Property.

The survey was performed on a mostly cloudy day and the surveyor had no limitations from the weather.

7.2 Hazardous Substance Use/Storage

MEC did not observe the use or storage of hazardous substances on the Subject Property other than the storage and use of sodium hydrochlorite, sodium thiosuleate, and sodium bisulfate used to treat the swimming pool in the pool chemical storage and treatment room; and *de minimis* amounts of various chemicals in the chemistry classrooms.

7.3 Storage Tanks

MEC did not observe evidence of storage tanks (aboveground or underground) on the Subject Property.

7.4 Other Petroleum Products

MEC did not observe the use, storage or disposal of other petroleum products on the Subject Property other than two compressors in the boiler room and one compressor in the pool chemical storage and treatment room, elevator controls in the elevator control room, and a former lift by the receiving by door. The compressors and elevator controls were not observed to have stains or leaks. The former lift was filled with concrete.

7.5 Polychlorinated Biphenyls (PCBs)

Four pole-mounted transformers were observed on the northwest corner of the Subject Property. One pad-mounted transformer was observed on the west side of the building. The transformers were not observed to have stains or leaks.

7.6 Waste Generation, Storage and Disposal

MEC did not observe evidence of the generation, storage and disposal of hazardous waste on the Subject Property.

7.7 Septic Systems

Septic systems were not observed on the Subject Property. The Subject Property is serviced by the City of Rockford sanitary sewer system.

7.8 Storm Water Management/Surface Areas

MEC observed storm water drains around the Subject Property. Catch basins were observed in the rights-of-way of Auburn Street and Pierpont Avenue.

There were no noticeable stains and/or stressed vegetation on or near the Subject Property.

7.9 Wells

MEC did not observe evidence of wells on the Subject Property. The Subject Property is serviced by the City of Rockford water system.

8.0 INTERVIEWS

8.1 Interview Summary

The following persons were interviewed to obtain information regarding *recognized environmental conditions* in connection with the Subject Property:

NAME	TITLE/COMPANY/ROLE	YEARS ASSOC. WITH PROPERTY
Ms. Anne Ford	Environmental Coordinator, Rockford Public Schools District #205	Not Provided

The Subject Property is currently owned by Rockford Public Schools District #205.

Subject Property interviews have not revealed evidence of *recognized environmental conditions* (RECs) in connection with the Subject Property.

9.0 FINDINGS AND OPINIONS

This assessment has revealed no evidence of *recognized environmental conditions* (RECs) in connection with the Subject Properties with the exception of the following:

- An open Leaking Underground Storage Tank Incident, Incident #910801 related to the two 20,000 gallon Heating Oil underground storage tanks on the Subject Property.
- An open Leaking Underground Storage Tank Incident, Incident #971499 at the north adjacent airport across Auburn Street.
- An open Leaking Underground Storage Tank Incident, Incident #910303 at the south adjacent Kennedy Middle School, formerly Wilson Middle School.
- Two compressors in the boiler room of the Subject Property.
- A compressor in the pool chemical storage room of the Subject Property.
- Hydraulic elevator controls in the elevator control room.
- Hazardous chemical storage in the pool chemical storage room of the Subject Property.
- Four pole-mounted transformers on the northwest corner of the Subject Property.
- A pad-mounted transformer on the west side of the building on the Subject Property.

Record reviews have not revealed evidence of *historical recognized environmental conditions* (HRECs) in connection with the Subject Property with the exception of the following:

- Two former 20,000 gallon Heating Oil underground storage tanks on the Subject Property last used in 1989 and removed in 1991.

Record reviews have not revealed evidence of *vapor recognized environmental conditions* (VRECs) in connection with the Subject Property with the exception of the following:

- The open Leaking Underground Storage Tank (LUST) incident, Incident #910801 on the Subject Property.

In addition, the following conditions were noted in the building:

- The building was built in 1960. Due to the date of construction, asbestos containing materials (ACM) may be present in the building. The pipe insulation in the boiler room was marked as ACM. As such, care should be taken not to disturb the potential asbestos fibers during the construction of the new building addition.

Based on the scope of work MEC offers the following recommendations:

- The compressors run with a small amount of oil for lubrication. The compressors should be monitored for oil releases; otherwise, there is no further recommendation.

- The potential for soil vapors from the open LUST Incident at the Subject Property building exists due to the soil type underneath the building and that the LUST Incident is still open. *MEC recommends that the LUST Incident be closed following IEPA LUST Section protocol*.

- The potential for soil vapors from the open LUST Incident at the north adjacent airport exists due to the soil type underneath the Subject Property and that the LUST Incident is still open. However, since the school building is set back away from Auburn Street, and the location of the LUST Incident is both set back in the airport property and downgradient from the school building, the potential for vapor intrusion is minimal.

- The potential for contamination from the open LUST Incident at the south adjacent middle school exists due to the soil type underneath the Subject Property and that the LUST Incident is still open. As the Rockford Public Schools District #205 owns the south adjacent middle school, *MEC recommends that the LUST Incident be closed following IEPA LUST Section protocol.*

- The elevator controls run on hydraulic fluid. The controls should be monitored for releases of hydraulic oil; otherwise, there is no recommendation.

- The transformers should be monitored for releases of oil; otherwise, there is no further recommendation.

- The pool chemicals are currently stored and used in a room that can be secured. As such, they should continue to be used in a safe manner; otherwise, there is no recommendation.

- The asbestos management plan should be followed when conducting maintenance near asbestos containing materials and when the new building addition is constructed.

10.0 CONCLUSIONS

MEC has performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM Practice E 1527-05 for the Auburn High School located at 5110 Auburn Street, Rockford, Illinois, 61101. Any exceptions to, or deletions from, this practice are described in Section 3.2 of this report.

This assessment has revealed no evidence of *recognized environmental conditions* (RECs) in connection with the Subject Properties with the exception of the following:

- An open Leaking Underground Storage Tank Incident, Incident #910801 related to the two 20,000 gallon Heating Oil underground storage tanks on the Subject Property.
- An open Leaking Underground Storage Tank Incident, Incident #971499 at the north adjacent airport across Auburn Street.
- An open Leaking Underground Storage Tank Incident, Incident #910303 at the south adjacent Kennedy Middle School, formerly Wilson Middle School.
- Two compressors in the boiler room of the Subject Property.
- A compressor in the pool chemical storage room of the Subject Property.
- Hydraulic elevator controls in the elevator control room.
- Hazardous chemical storage in the pool chemical storage room of the Subject Property.
- Four pole-mounted transformers on the northwest corner of the Subject Property.
- A pad-mounted transformer on the west side of the building on the Subject Property.

Record reviews have not revealed evidence of *historical recognized environmental conditions* (HRECs) in connection with the Subject Property with the exception of the following:

- Two former 20,000 gallon Heating Oil underground storage tanks on the Subject Property last used in 1989 and removed in 1991.

Record reviews have not revealed evidence of *vapor recognized environmental conditions* (VRECs) in connection with the Subject Property with the exception of the following:

- The open Leaking Underground Storage Tank (LUST) incident, Incident #910801 on the Subject Property.

In addition, the following conditions were noted in the building:

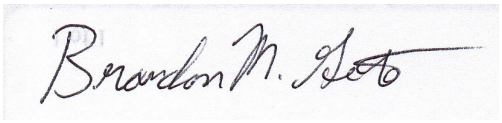
- The building was built in 1960. Due to the date of construction, asbestos containing materials (ACM) may be present in the building. The pipe insulation in the boiler room was marked as ACM. As such, care should be taken not to disturb the potential asbestos fibers during the construction of the new building addition.

11.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

Midwest Environmental Consulting Services, Inc. (MEC) has performed a Phase I Environmental Site Assessment (ESA) for the Auburn High School located at 5110 Auburn Street, Rockford, Illinois, 61101 (Subject Property). The scope of the ESA was consistent with ASTM Practice E 1527-05. Resume of the following environmental professional is included in **Appendix E**.

I declare that, to the best of my professional knowledge and belief, I meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR 312 and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Midwest Environmental Consulting Services, Inc.



Brandon M. Gorte, P.E.

12.0 REFERENCES

ASTM, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM Designation E 1527-05.

Agency Database Reports (Federal and State).

EDR Historical Topographic Map Report, February 11, 2013.

EDR-City Directory Abstract, February 12, 2013.

EDR Aerial Photo Decade Package, February 11, 2013.

EDR Certified Sanborn Map Report, February 11, 2013.

EDR Radius Map Report with GeoCheck, February 11, 2013.

Physical setting sources data from EDR.

ISGS Geospatial Data Clearinghouse, 1937-1947 Historical Aerial Photographs.

Stack Unit Mapping of Geologic Materials in Illinois to a Depth of 15 Meters, Berg, Richard C., and Kempton, John P., Circular 542, ISGS, 1988.

Potential for Contamination of Shallow Aquifers in Illinois, Berg, Richard C., Kempton, John P., and Cartwright, Keros, Circular 532, ISGS, 1984.

13.0 APPENDICES

APPENDIX - A	SITE PHOTOGRAPHS
APPENDIX - B	SITE PLAN
APPENDIX - C	HISTORICAL RESEARCH DOCUMENTATION
APPENDIX - D	REGULATORY DATABASE REPORT
APPENDIX - E	RESUMES/CERTIFICATIONS
APPENDIX - F	USER PROVIDED DOCUMENTATION
APPENDIX - G	RECORDS OF COMMUNICATION
APPENDIX - H	TERMINOLOGY

APPENDIX A

SITE PHOTOGRAPHS

APPENDIX B

SITE PLAN

APPENDIX C

HISTORICAL RESEARCH DOCUMENTATION

APPENDIX D

REGULATORY DATABASE REPORT

APPENDIX E

RESUMES/CERTIFICATIONS

APPENDIX F

USER PROVIDED DOCUMENTATION

APPENDIX G

RECORDS OF COMMUNICATION

APPENDIX H

TERMINOLOGY

TERMINOLOGY

The following provides definitions and descriptions of certain terms that may be used in this report. Italics indicate terms that are defined by ASTM Standard Practice E 1527. The Standard Practice should be referenced for further detail (such as the precise wording), related definitions or additional explanation regarding the meaning of terms.

Recognized environmental condition(s) (REC) - the presence or likely presence of any *hazardous substances* or *petroleum products* on a *property* under conditions that indicate an existing release, a past release, or a *material threat* of a release of any *hazardous substances* or *petroleum products* into structures on the *property* or into the ground, ground water, or surface water of the *property*. The term includes *hazardous substances* or *petroleum products* even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions.

de minimis conditions – are conditions that generally do not present a material risk of harm to pubic health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not *recognized environmental conditions*.

Historical recognized environmental condition(s) (HREC) - environmental condition which in the past would have been considered a *recognized environmental condition*, but which may or may not be considered a *recognized environmental condition* currently. The final decision rests with the *environmental professional* and will be influenced by the current impact of the *historical recognized environmental condition* on the *property*. If a past release of any *hazardous substances* or *petroleum products* has occurred in connection with the *property*, with such remediation accepted by the responsible regulatory agency (for example, as evidenced by the issuance of a no further action letter or equivalent), this condition should be considered a *historical recognized environmental condition*.

Material threat – a physically observable or obvious threat, which is reasonably likely to lead to a release that, in the opinion of the *environmental professional*, is threatening and might result in impact to public health or the environment. An example might include an aboveground storage tank that contains a hazardous substance and which shows evidence of damage such that it may cause or contribute to tank integrity failure with a release of contents to the environment.

Material impact to public health or environment – a substantial risk of harm to pubic health or the environment resulting from the presence or likely presence of an existing release, a past release, or a *material threat* of a release of any *hazardous substances* or *petroleum products* into structures on the *property* or into the ground, ground water, or surface water of the *property*.

An example might include a release of a hazardous substance in concentrations exceeding applicable governmental agency standards under conditions that could reasonably and foresee ably result in substantial exposure to humans or substantial damage to natural resources. The risk of that exposure or damage would represent a material impact to public health or environment.

General risk of enforcement action – the likelihood that an environmental condition would be subject to enforcement action if brought to the attention of appropriate governmental agencies. If the circumstances suggest an enforcement action would be more likely than not, then the condition is considered a general risk of enforcement action.

PROJECT MANUAL

ROCKFORD PUBLIC SCHOOLS DISTRICT 205

AUBURN HIGH SCHOOL
GYM LIFT & ADA TOILET ROOMS

ROCKFORD, ILLINOIS

AUGUST 31, 2015

HAGNEY ARCHITECTS LLC

ARCHITECT'S PROJECT #C1741-9

HAGNEY ARCHITECTS, LLC
4615 E. STATE STREET, SUITE 206
ROCKFORD, ILLINOIS 61108
PH: 815/397-3330 FAX: 815/397-0243

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.
9. Miscellaneous provisions.

B. Related Requirements:

1.3 PROJECT INFORMATION

A. Project Identification: RPS 205 Auburn High School - Gym Lift & ADA Toilet Rms

1. Project Location: 5110 Auburn Street, Rockford, IL 61101.

B. Owner: RPS 205.

1. Owner's Representative: Kevin Behling, MSCE, CPC, Executive Director of Design & Construction

C. Architect of Record: Hagney Architects, LLC, 4615 East State St Suite 206, Rockford, IL 61108.

1. Architect's Representative: Frank St. Angel
2. Tel.: 815.397.3330.
3. e-mail: FrankS@hagneyarchitects.com

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. MEP Engineer:

    a. CS2 Design Group LLC, 837 Oakton Street, Elk Grove Village, IL 60007

        1) Representative: Steven J. Schafer.
        2) Tel.: 847-981-1880
        3) e-mail: sschafer@cs2designgroup.com

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. Gym Lift & ADA Toilet Rms at Auburn High School.

B. Type of Contract:

1. Project will be constructed under a single general contract.
2. Contractors may be awarded one project or both projects.

1.5 PHASED CONSTRUCTION

A. The Work shall be conducted in one phase, with each phase substantially complete as indicated:

1.6 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.7 PERMITS

A. General Building Permit will be obtained from the Regional Office of Education by RPS 205.

B. Permits from Rock River Water Reclamation District shall be provided and paid for by the Contractor.

1.8 TESTING

A. Generally material Testing will be provided and paid for by RPS 205 and shall be performed as indicated in individual specification sections. Contractor shall coordinate and assist the testing process.

B. Special Inspections required by Authority Having Jurisdiction will be provided and paid for by RPS 205. Contractor shall schedule, coordinate and assist the testing process.

C. Additional ancillary testing not specified as being provided by the Owner shall be provided and paid for by the contractor as indicated in specification.

1.9 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.10 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.11 WORK RESTRICTIONS

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

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

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.

1. Hours for Utility Shutdowns: Coordinate with Owner.
2. Hours for Core Drilling: Coordinate with Owner.
3. Make NO deliveries between 7:30 & 8:30 AM & between 2:00 & 2:45 PM.

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

1. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Obtain Owner's written permission before proceeding with disruptive operations.

E. Non-tobacco Property: No smoking or tobacco products are not permitted anywhere on school property.

F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.12 SPECIFICATION AND DRAWING CONVENTIONS

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

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

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

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

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and noted in construction documents.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 - PROJECT REQUIREMENTS

PART 1 - GENERAL

1.1 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor and all Subcontractors shall submit a schedule of work days and hours to and consistent with the specifications of the Program Manager prior to beginning and ending work each day.

B. Provide shop drawings of all fabricated items.

C. The General Contractor shall provide fences, barricades, guard lights, site security etc. as required to protect persons and property from injury in conjunction with this contract work both inside and outside school buildings.

D. Protect existing work - repair damage to this contract work at no cost to Owner. Water damage to building, including the interior, caused by Contractor's failure to properly protect the work, shall be the responsibility of the Contractor to correct.

E. Protect existing trees, shrubs, lawns, etc.

F. Remove rubbish and debris daily.

G. Remove excess materials and construction equipment from the site upon completion.

H. Contractor is to guarantee all work for a period of one year after final acceptance.

I. Provide all items, articles, materials, operations, or methods listed, mentioned, or scheduled on the drawings and/or herein, including all equipment, and incidentals necessary and required pertaining to the work of this contract.

1.2 USE OF FACILITIES

A. Construction personnel will NOT be allowed to use toilet facilities in existing buildings.

B. Confine parking, site access, equipment and materials to areas on the site as designated by the Program Manager or directed by the Architect.

C. The Contractor shall provide temporary electricity, natural gas and water as required for the work by extending proper feeders, switches, etc. from the Owner's existing system. Existing electric current, natural gas and water will be provided by Owner at no cost to Contractor upon the condition that connection strictly complies with specifications of the Architect and such use does not interrupt regular activities at school buildings. Contractor is responsible for the loss of use of electric service,

natural gas and water due to excessive use and improper connection. Do not connect any equipment requiring more than **110** V to Owner's system.

D. Temporary water service required for the work will be available from Owner's existing system as directed by Owner. Owner will pay cost of water used.

1.3 SUBMITTALS

A. Submit necessary shop drawings, product data and samples.

END SECTION 01200

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

   1. Substitution Request Form: Use CSI Form 13.1A.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

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

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Refer to "Change Order Procedure" document attached dated 04.30.13.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions." form included in Project Manual.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect or Program Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect or Program Manager are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    e. Quotation Form: Use forms provided by Owner. Sample copies are included in Project Manual. forms acceptable to Architect.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Program Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use form provided by Owner. Sample copy is included in Project Manual. form acceptable to Architect.

1.4 ADMINISTRATIVE CHANGE ORDERS (Not Used)

1.5 CHANGE ORDER PROCEDURES

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

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect or Program Manager may issue a Construction Change Directive on AIA Document G714. Construction Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect through Program Manager at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
4. Submit a wage rate schedule to Architect through Program Manager at earliest possible date, but no later than seven days before the date scheduled to submittal of initial Application for Payment. See "Wage Rage Schedule" example, attached. Include hourly wage rates and complete job titles for all personnel on site for the duration of the project.

a. The hourly labor rate disclosed shall be fully burdened rate to include the following:

1) Wage, taxes, benefits package, insurance, FUTA, SUTA and workman's compensation. The hourly labor rate shall NOT include overhead cost nor mark up.
2) Time and a Half and Double Time Rates will also need to be submitted and include the same breakdown as above.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

   a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

4. Provide separate line items for the following:

   a. General and Overhead Profit.
   b. Bond and Insurance.
   c. Submittals. Allow a maximum of 1% of the total amount applicable.
   d. Temporary facilities and other major cost imtes that are not direct cost of actual work in place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor’s option.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Change Orders: Provide separate sub-line items in the schedule of values for each approved change order portion allocated to each main line item.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Program Manager and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702/CMa and AIA Document G703 Insert name and designation of standard form as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Program Manager will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect and Program Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.

3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Schedule of unit prices.
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.
13. Updated schedule shall be submitted with each monthly pay application.

H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707-1994, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination drawings.
2. Requests for Information (RFIs).
3. Project meetings.

B. Related Requirements:

1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

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

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

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

1. Schedule construction operations in sequence required to obtain the best results

where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect and Program Manager.
6. RFI number, numbered sequentially.
7. RFI subject.

8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: AIA Document G716.

D. Architect's and Program Manager's Action: Architect and Program Manager will review each RFI, determine action required, and respond. Allow five working days for Architect's response for each RFI. RFIs received by Architect or Program Manager after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Architect's actions on submittals.
    f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Program Manager in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect and Program Manager.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Program Manager's response was received.

F. On receipt of Architect's and Program Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Program Manager within three days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

A. General: General Contractor will schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Program Manager, and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Program Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Tentative construction schedule.
b. Phasing.
c. Critical work sequencing and long-lead items.
d. Designation of key personnel and their duties.
e. Procedures for processing field decisions and Change Orders.
f. Procedures for RFIs.
g. Procedures for testing and inspecting.
h. Procedures for processing Applications for Payment.
i. Distribution of the Contract Documents.
j. Submittal procedures.
k. .

l. Preparation of record documents.
m. Use of the premises and existing building.
n. Work restrictions.
o. Working hours.
p. Owner's occupancy requirements.
q. Responsibility for temporary facilities and controls.
r. Procedures for moisture and mold control.
s. Procedures for disruptions and shutdowns.
t. Construction waste management and recycling.
u. Parking availability.
v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. First aid.
y. Security.
z. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, Program Manager , and Owner's Commissioning Authority of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.Retain first subparagraph below for projects with LEED or other sustainable design documentation requirements.
h. Possible conflicts.
i. Compatibility problems.
j. Time schedules.
k. Weather limitations.
l. Manufacturer's written instructions.
m. Warranty requirements.
n. Compatibility of materials.
o. Acceptability of substrates.
p. Temporary facilities and controls.
q. Space and access limitations.

r. Regulations of authorities having jurisdiction.
s. Testing and inspecting requirements.
t. Installation procedures.
u. Coordination with other work.
v. Required performance results.
w. Protection of adjacent work.
x. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: General Contractor will conduct progress meetings at weekly intervals.

1. Attendees: In addition to representatives of Owner, Program Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.

8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:
1. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
3. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

B. Submit Submittal Schedule no later than thirty (3) days after contract date.

C. ALL submittals to be completed sixty (60) days after contract date.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. All submittals shall be made in electronic format unless paper submittals have been previously authorized in writing by the Architect.

B. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect upon Contractor's request, Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
b. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.

C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 days for review of each resubmittal.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

a. Submittal number shall include a prefix indicating the number of the submittal, the six digit specification section and a sequential number indicating how many times the submittal has be submitted.

1) Example: 098413-03-01, where, 098413 is the specification section number, 03 represents the third submittal under Section 098413, and 01

represents the number of times the submittal has been submitted, where 00 is the original submittal, 01 is the first re-submittal and so on.

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner**,** containing the following information:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Contractor.
    e. Name of firm or entity that prepared submittal.
    f. Names of subcontractor, manufacturer, and supplier.
    g. Category and type of submittal.
    h. Submittal purpose and description.
    i. Specification Section number and title.
    j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    k. Drawing number and detail references, as appropriate.
    l. Location(s) where product is to be installed, as appropriate.
    m. Related physical samples submitted directly.
    n. Indication of full or partial submittal.
    o. Transmittal number, numbered consecutively.
    p. Submittal and transmittal distribution record.
    q. Other necessary identification.
    r. Remarks.

F. Options: Identify options requiring selection by Architect.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files. Submit files to e-mail address to be identified by Architect, at pre-construction meeting.

    a. Architect, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect, will return **o**ne copy.
3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.

d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:

a. PDF electronic file.
b. Two opaque (bond) copies of each submittal. Architect, will return one copy(ies).

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three Insert number sets of Samples. Architect will retain **two** Sample sets; one will be returned. Mark up and retain one returned Sample set as a project record sample.

1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:

a. PDF electronic file.
b. **Two** paper copies of product schedule or list unless otherwise indicated. Architect, will return **one** copies.

F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures.

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer,

date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S 'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

1. Shop Drawing Review Stamp: The Architect will stamp each submittal with a uniform, shop drawing review stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:

a. Final Unrestricted Release: When the Architect marks a submittal "**REVIEWED**" the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
b. Final-But-Restricted Release: When the Architect marks a submittal "**REVIEWED AS NOTED**", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance. In this option, the Architect may require a re-submittal by checking the "**REVISE AND RESUBMIT**" box or not by leaving the "**REVISE AND RESUBMIT**" box blank.
c. Returned Rejected: When the Architect marks a submittal "Resubmit" or "**REJECTED**" do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
d. Acknowledgement only: When the Architect marks a submittal "**INFORMATION ONLY**", the Architect acknowledges receipt. Submittal will be returned for record only.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Program Manager, or authorities having jurisdiction are not limited by provisions of this Section.
3. Specific test and inspection requirements are not specified in this Section.
4. Unless more stringent requirements are indicated in individual sections testing and inspection program shall comply with the requirements of authorities having jurisdiction and the applicable building code IBC-2009.

    a. See Section 014000A for the Statement of Special Inspection which is to be filed with the Authority having Jurisdiction as part of the permit application.

C. Special ‘Called Inspection’ services are required by the Code Authority having jurisdiction at intervals during construction and at completion of construction. These inspections are required to be conducted by qualified Independent Inspectors. Contractor is required to schedule inspections and notify the Independent Inspector at appropriate time depending on construction activities.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Program Manager.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

A. Called Inspection: A routine visit by a Qualified Inspector to check for compliance with applicable codes during construction.

1. Called Inspection Record: A form used during a called inspection to document information regarding compliance or non-compliance, prepared by a qualified inspector.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
3. Qualified Inspector’s credentials and indicating approval by Illinois State Board of Education (ISBE)

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

14. Called Inspection Records: Submit two copies at appropriate time corresponding with construction activities.

B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations.

Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   d. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.

3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform any duties of Contractor.

E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage Engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

B. Called Inspection Records: Provide called inspection records indicating inspections performed and certified by Qualified Inspectors. Perform all inspections required by International Building Code (IBC 2009), International Energy Conservation Code (IECC 2009), International Fire Code (IFC 2009), International Fuel Gas Code (IFGC

2006), and the International Mechanical Code (IMC 2009).

1. Unless otherwise requested by the Regional Office of Education, the following minimum inspections shall be provided:

   a. See attachment Exhibit A.

2. The Inspection Records shall show the Qualified Inspector's signed authorization to proceed after each phase or milestone of construction.
1. Schedule called inspections required to be completed prior to covering up work.
2. Provide access for Qualified Inspector to perform inspection. Uncover work as required for proper inspection at no additional cost to the Owner

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Where a Basis of Design Product is specified, the project shall be assumed to have been designed to accommodate all the requirements of the Basis of Design Product. Should the acceptable alternate product be used, the Contractor shall bear the cost of modifications, which may be required to accommodate the alternate product.

1. Modifications that may be required include but are not limited to:

a. Alterations due to physical size and weight of equipment.

a. Electrical power and grounding requirements
b. Cabling, auxiliary equipment, and controls.
c. Water and sanitation requirements.
d. Heating, air-conditioning and ventilation requirement.

2. The cost of modifications shall include the cost of re-engineering and revisions to drawings and specifications, as required. These costs shall be paid directly from the Contractor to the Architect.

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

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

B. Asbestos Containing Materials (ACM): Products containing any Asbestos Containing Materials, shall not be used on this project. Contractor shall certify in writing, as part of Closeout requirements, that ACM containing products have not been used in the project.

C. Paint containing lead may shall not be used on this project. Contractor shall certify in writing, as part of Closeout requirements, that Lead containing paints have not been used in the project.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

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

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

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

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

    a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a

product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

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

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.
9. Correction of the Work.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor professional engineer.

B. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

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

D. Certified Surveys: Submit two copies signed by land surveyorprofessional engineer.

E. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

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

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

    a. Primary operational systems and equipment.
    b. Fire separation assemblies.
    c. Air or smoke barriers.
    d. Fire-suppression systems.
    e. Mechanical systems piping and ducts.

f. Control systems.
g. Communication systems.
h. Fire-detection and -alarm systems.
i. Conveying systems.
j. Electrical wiring systems.
k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

a. Water, moisture, or vapor barriers.
b. Membranes and flashings.
c. Exterior curtain-wall construction.
d. Sprayed fire-resistive material.
e. Equipment supports.
f. Piping, ductwork, vessels, and equipment.
g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

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

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Program Manager promptly.

B. General: Engage a land surveyor professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect and Program Manager when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Program Manager.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect or Program Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and Program Manager before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

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

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

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

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.
6. Electronic Document Closeout.

B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
3. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

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

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Program Manager. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Program Manager's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Program Managerwill either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1. Number of Inspections: The Architect will perform one substantial completion inspection and one substantial completion re-inspection at no cost to the contractor. If additional re-inspections are required, the Contractor shall reimburse the Architect on a per diem basis based on the Architect’s Project Manager rate.
2. Submit Called Inspection Records.

E. Occupancy Inspection: When the Architect and Program Manager deem that the Project is substantially complete, the Architect or Program Manager will notify the Regional Office of Education and request an Occupancy Permit.

1. Documentation required prior to Occupancy Inspection:

   a. Application for Occupancy Permit prepared by Architect and signed by the District’s Superintendent and the President of the Board of Education.
   a. Architect’s and Program Manager’s list of items to be completed and corrected (punch list).
   b. Copies of Called Inspections Record for all disciplines.

2. Upon receipt of Occupancy Permit the Architect will prepare the Certificate of Substantial Completion or will notify the Contractor of items either on Contractor's list or additional items identified by Architect, Program Manager and ROE, that must be completed or corrected before certificate will be issued.
3. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
4. Results of completed inspection will form the basis of requirements for Final Completion.

1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect and Program Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Number of Inspections: The Architect will perform one final completion inspection and one final completion re-inspection at no cost to the contractor. If additional re-inspections are required, the Contractor shall reimburse the Architect on a per diem basis based on the Architect’s Project Manager rate.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first .
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect, through Program Manager, will return annotated copy.
b. PDF electronic file. Architect, through Program Manager, will return annotated copy.
c. paper copies unless otherwise indicated. Architect, through Program Manager, will return two copies.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.9 CERTIFICATIONS

A. General: Provide certification on each Contractor's letter head and signed and sealed by Firm's authorized legal representative, stating the following:

1. No asbestos containing materials (ACM) have been incorporated into the project and that all products installed in the project have been manufactured without ACM components.
2. No lead containing materials have been incorporated into the project and that all products installed in the project have been manufactured without lead components.

1.10 ELECTRONIC CLOSEOUT DOCUMENTATION

A. General: Provide a complete project closeout documentation package in electronic format. This package shall include:

1. Project Record Documents.
2. Approved Submittals.
3. Operation and Maintenance Manuals.
4. Warranties.
5. Owner training DVD’s.
6. Project Contact Directory.

B. The Electronic Closeout Documentation shall be prepared by Digital Revolution Inc./BHFX

LLC Contact TJ Hurckes at 847-899-3414 or tj.hurckes@bhfx.net.

C. In order to facilitate the Electronic Closeout Documentation process, comply with the following procedures:

1. Contact Digital Revolution, Inc. a minimum of three months prior to the date of Substantial Completion to schedule a pre-closeout meeting. Review the following:

   a. Format of documents: PDF electronic format for all documents.
   b. Folder structure for storage and transfer of files.
   c. Schedule for collection and turn-over of closeout documentation.
   d. Record Document format procedures: Provide clean and accurate paper copies of the marked-up Record Documents (Drawings and Specifications) for scanning.
   e. Provide contact information for the individual responsible for the collection and transfer of the electronic closeout Documentation package contents.
   f. Review a complete listing of closeout documentation package contents.

2. Provide all Documentation to Digital Revolution, Inc. for processing no later than 30 days after the date of Substantial Completion.
3. Schedule a training conference with the Owner's Representative, Architect, Program Manager and Digital Revolution, Inc. to present the completed Electronic Closeout Documentation Package.
4. Cost of this service will be paid by RPS 205 directly to BHFX.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
p. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.

B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one paper copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would

be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it.
c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Program Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file with comment function enabled.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect through Program Manager for resolution.
4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect and Program Manager.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file paper copyscanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file paper copyscanned PDF electronic file(s) of marked-up paper copy of Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file paper copyscanned PDF electronic file(s) of marked-up miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Program Manager's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training.

1.4 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project record documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Shutdown instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.

f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

a. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

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

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner, through Program Manager, with at least seven days' advance notice.

C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a written performance-based test.

END OF SECTION 017900

SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Concrete masonry units.
2. Mortar and grout.
3. Steel reinforcing bars.
4. Masonry joint reinforcement.
5. Ties and anchors.
6. Embedded flashing.
7. Miscellaneous masonry accessories.
8. Structural clay tile facing units

1.3 DEFINITIONS

A. CMU(s): Concrete masonry unit(s).

B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 ACTION SUBMITTALS

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

B. Shop Drawings: For the following:

1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
2. Stone Trim Units: Show sizes, profiles, and locations of each stone trim unit required.
3. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."
4. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.

C. Samples for Verification: For each type and color of the following:
1. Accessories embedded in masonry.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Material Certificates: For each type and size of the following:

1. Masonry units.

a. Include material test reports substantiating compliance with requirements.
b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
c. For exposed brick, include test report for efflorescence according to ASTM C 67.
d. For masonry units used in structural masonry, include data and calculations establishing average net-area compressive strength of units.

2. Cementitious materials. Include brand, type, and name of manufacturer.
3. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
4. Grout mixes. Include description of type and proportions of ingredients.
5. Reinforcing bars.
6. Joint reinforcement.
7. Anchors, ties, and metal accessories.

C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

D. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.

E. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.

B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.

C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

D. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in covered weatherproof dispensing silos.

E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.8 PROJECT CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24 inches down both sides of walls and hold cover securely in place.
2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.

B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.

C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
2. Protect sills, ledges, and projections from mortar droppings.
3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for fire-resistance ratings indicated as determined by testing according to ASTM E 119, by equivalent masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

2.2 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.

1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
2. Provide bullnose units for outside corners unless otherwise indicated.

B. CMUs: ASTM C 90.

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2800 psi.
2. Density Classification: Normal weight.
3. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.
4. Exposed Faces: Provide color and texture matching the range represented by Architect's sample.
5. Faces to Receive Plaster: Where units are indicated to receive a direct application of plaster, provide textured-face units made with gap-graded aggregates.

2.3 MASONRY LINTELS

A. General: Provide one of the following:

B. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

2.4 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

B. Hydrated Lime: ASTM C 207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

D. Aggregate for Mortar: ASTM C 144.

1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.

E. Aggregate for Grout: ASTM C 404.

F. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Euclid Chemical Company (The); Accelguard 80.
b. Grace Construction Products, W. R. Grace & Co. - Conn.; Morset.
c. Sonneborn Products, BASF Aktiengesellschaft; Trimix-NCA.

G. Water: Potable.

2.5 REINFORCEMENT

A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.

B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.

1. Interior Walls: Hot-dip galvanized, carbon steel.
2. Exterior Walls: Hot-dip galvanized, carbon steel.
3. Wire Size for Side Rods: 0.148-inch diameter.
4. Wire Size for Cross Rods: 0.148-inch diameter.

5. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
6. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

C. Masonry Joint Reinforcement for Single-Wythe Masonry: Either ladder or truss type with single pair of side rods.

D. Masonry Joint Reinforcement for Multiwythe Masonry:

1. Ladder type with 1 side rod at each face shell of hollow masonry units more than 4 inches wide, plus 1 side rod at each wythe of masonry 4 inches wide or less.
2. Tab type, either ladder or truss design, with 1 side rod at each face shell of backing wythe and with rectangular tabs sized to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face.
3. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4 inches. Size ties to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.

2.6 TIES AND ANCHORS

A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.

1. Mill-Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 641/A 641M, Class 1 coating.
2. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
3. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304.
4. Galvanized Steel Sheet: ASTM A 653/A 653M, Commercial Steel, G60zinc coating.
5. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
6. Stainless-Steel Sheet: ASTM A 666, Type 304.
7. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches parallel to face of veneer.

C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches wide.

1. Z-shaped ties with ends bent 90 degrees to provide hooks not less than 2 inches long may be used for masonry constructed from solid units.
2. Where wythes do not align, use adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4 inches.
3. Wire: Fabricate from 3/16-inch- diameter, hot-dip galvanized steel wire.

D. Partition Top anchors: 4 x 4 x 3/16 angle 8 inches long steel, hot-dip galvanized after fabrication.

2.7 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim" and as follows:

1. Stainless Steel: ASTM A 240/A 240M, Type 304, 0.016 inch thick.
2. Fabricate continuous flashings in sections 96 inches long minimum, but not exceeding 12 feet. Provide splice plates at joints of formed, smooth metal flashing.
3. Fabricate through-wall metal flashing embedded in masonry from stainless steel, with ribs at 3-inch intervals along length of flashing to provide an integral mortar bond.
4. Fabricate through-wall flashing with snaplock receiver on exterior face where indicated to receive counterflashing.
5. Fabricate through-wall flashing with drip edge unless otherwise indicated. Fabricate by extending flashing 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
6. Metal Drip Edge: Fabricate from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.

B. Application: Unless otherwise indicated, use the following:

1. Where flashing is indicated to receive counterflashing, use metal flashing.
2. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
3. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing with a drip edge or flexible flashing with a metal drip edge.
4. Where flashing is fully concealed, use flexible flashing.

C. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."

1. Solder for Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
2. Elastomeric Sealant: ASTM C 920, chemically curing urethane sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.8 MISCELLANEOUS MASONRY ACCESSORIES

A. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM

D 226, Type I (No. 15 asphalt felt).

B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Dayton Superior Corporation, Dur-O-Wal Division; D/A 810, D/A 812 or D/A 817.
b. Heckmann Building Products Inc.; No. 376 Rebar Positioner.
c. Hohmann & Barnard, Inc.; #RB or #RB-Twin Rebar Positioner.

2.9 MASONRY CLEANERS

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Diedrich Technologies, Inc.
b. EaCo Chem, Inc.
c. ProSoCo, Inc.

2.10 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Use portland cement-lime mortar cement mortar unless otherwise indicated.
3. For exterior masonry, use portland cement-lime mortar cement mortar.
4. For reinforced masonry, use portland cement-lime mortar cement mortar.
5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification.

Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.

1. For masonry below grade or in contact with earth, use Type M.
2. For reinforced masonry, use Type S.
3. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.
4. For interior non-load-bearing partitions, Type O may be used instead of Type N.

D. Grout for Unit Masonry: Comply with ASTM C 476.

1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
2. Proportion grout in accordance with ASTM C 476, Table 1.
3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143/C 143M.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
2. Verify that foundations are within tolerances specified.
3. Verify that reinforcing dowels are properly placed.

B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.

B. Build chases and recesses to accommodate items specified in this and other Sections.

C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.

D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.

1. Mix units from several pallets or cubes as they are placed.

F. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

G. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

3.3 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch or minus 1/4 inch.
2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inchmaximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inchmaximum.
5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch.
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

3.4 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Match existing; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

C. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

D. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

E. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

F. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.

G. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

H. Build non-load-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.

1. Fasten partition top anchors to structure above and build into top of partition. Space anchors 48 inches o.c. staggered, unless otherwise indicated.
2. Wedge non-load-bearing partitions against structure above with small pieces of tile, slate, or metal. Fill joint with mortar after dead-load deflection of structure above approaches final position.
3. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Section 078446 "Fire-Resistive Joint Systems."

3.5 MORTAR BEDDING AND JOINTING

A. Lay hollow brick and CMUs as follows:

1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.

B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Set stone trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.

1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
2. Allow cleaned surfaces to dry before setting.
3. Wet joint surfaces thoroughly before applying mortar.

D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

1. For glazed masonry units, use a nonmetallic jointer 3/4 inch or more in width.

E. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.6 MASONRY JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.

1. Space reinforcement not more than 16 inches o.c.
2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.

B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

C. Provide continuity at wall intersections by using prefabricated T-shaped units.

D. Provide continuity at corners by using prefabricated L-shaped units.

E. Cut and bend reinforcing units as directed by manufacturer for continuity at[**corners,**] returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.7 LINTELS

A. Install steel lintels where indicated.

B. Provide or masonry lintels where shown and where openings of more than 12 inches for brick-size units and 24 inches for block-size units are shown without structural steel or other supporting lintels.

C. Provide minimum bearing of 8 inches at each jamb unless otherwise indicated.

3.8 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated. Install vents at shelf angles, ledges, and other obstructions to upward flow of air in cavities, and where indicated.

B. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and 1-1/2 inches into the inner wythe. Form 1/4-inch hook in edge of flashing embedded in inner wythe.
3. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
4. Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2 inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
5. Install metal drip edges with ribbed sheet metal flashing by interlocking hemmed edges to form hooked seam. Seal seam with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
6. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal drip edge.
7. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal flashing termination.
8. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.
9. At cavity walls, if flexible flashing is used, provide solid insulation blocking in

the cavity to allow the flashing to be continuously adhered. Seal all laps and joints in flashing with mastic in accordance with manufacturer's instructions.

C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.

D. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.

E. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:

1. Use specified weep/vent products or open head joints to form weep holes.
2. Space weep holes formed from plastic tubing or 16 inches o.c.

F. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

G. Provide inspection openings by leaving out areas of brick, two bricks wide by four bricks high at approximately eight feet on center with saw thooth sides. Fill in openings after inspection of flashing by Architect.

3.9 REINFORCED UNIT MASONRY INSTALLATION

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.

1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
2. Limit height of vertical grout pours to not more than 60 inches.

3.10 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.

B. Inspections: Level 1 special inspections according to the "International Building Code."

1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
3. Place grout only after inspectors have verified proportions of site-prepared grout.

C. Testing Prior to Construction: One set of tests.

D. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.

E. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C 67 for compressive strength.

F. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.

G. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.

H. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for compressive strength.

I. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

J. Prism Test: For each type of construction provided, according to ASTM C 1314 at 7 days and at 28 days.

3.11 REPAIRING, POINTING, AND CLEANING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.

B. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

C. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
7. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.
8. Clean stone trim to comply with stone supplier's written instructions.
9. Clean limestone units to comply with recommendations in ILI's "Indiana Limestone Handbook."

3.12 MASONRY WASTE DISPOSAL

A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.

B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.

1. Crush masonry waste to less than 4 inches in each dimension.

C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Wood blocking, cants, and nailers.
2. Plywood backing panels.

B. Related Requirements:

1. Section 102800 "TOILET, BATH AND LAUNDRY ACCESSORIES"
2. Section 16994 - "VERTICAL LIFT SPECIFICATION"

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.
3. SPIB: The Southern Pine Inspection Bureau.
4. WCLIB: West Coast Lumber Inspection Bureau.
5. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

B. Fastener Patterns: Full-size templates for fasteners in exposed framing.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Shear panels.
3. Power-driven fasteners.
4. Powder-actuated fasteners.
5. Expansion anchors.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.

2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat all rough carpentry unless otherwise indicated.

2.3 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Cants.

B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber and any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Hem-fir; WCLIB or WWPA.
5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
6. Western woods; WCLIB or WWPA.
7. Northern species; NLGA.
8. Eastern softwoods; NeLMA.

C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade

lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.4 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, C-C Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than [1/2-inch] [3/4-inch] nominal thickness.

2.5 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fastenersof Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: NES NER-272.

D. Wood Screws: ASME B18.6.1.

E. Lag Bolts: ASME B18.2.1.

F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.

C. Shear Wall Panels: Install shear wall panels to comply with manufacturer's written instructions.

D. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.

E. Do not splice structural members between supports unless otherwise indicated.

F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.

G. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:

1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal- thickness.
3. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.

H. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

I. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.

2. Use copper naphthenate for items not continuously protected from liquid water.

J. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

K. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

3.3 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 081416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Solid-core doors with wood-veneer faces.
2. Factory finishing flush wood doors.
3. Factory fitting flush wood doors to frames and factory machining for hardware.

B. Related Requirements:

1. Section 087100 Finish Hardware".
2. Section 081415 "Flush Wood Doors".

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of door. Include details of core and edge construction and trim for openings.Include factory-finishing specifications.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:

1. Dimensions and locations of blocking.
2. Dimensions and locations of mortises and holes for hardware.
3. Dimensions and locations of cutouts.
4. Undercuts.
5. Requirements for veneer matching.
6. Doors to be factory finished and finish requirements.
7. Fire-protection ratings for fire-rated doors.

C. Samples for Initial Selection: For and factory-finished doors.

D. Samples for Verification:

1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish.
2. Corner sections of doors, approximately 8 by 10 inches, with door faces and edges representing actual materials to be used.

    a. Provide Samples for each species of veneer and solid lumber required.
    b. Provide Samples for each color, texture, and pattern of plastic laminate required.
    c. Finish veneer-faced door Samples with same materials proposed for factory-finished doors.

3. Louver blade and frame sections, 6 inches long, for each material and finish specified.
4. Frames for light openings, 6 inches long, for each material, type, and finish required.

1.5 INFORMATIONAL SUBMITTALS

A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is a certified participant in AWI's Quality Certification Program.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of referenced standard and manufacturer's written instructions.

B. Package doors individually in cardboard cartons and wrap bundles of doors in plastic sheeting.

C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during remainder of construction period.

1.9 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.

2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
3. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Graham Wood Doors; an Assa Abloy Group company.
2. Marshfield Door Systems, Inc.

B. Source Limitations: Obtain flush wood doors from single manufacturer.

2.2 FLUSH WOOD DOORS, GENERAL

A. Quality Standard: In addition to requirements specified, comply with AWI's, AWMAC's, and WI's "Architectural Woodwork Standards."

1. Provide AWI Quality Certification Labels indicating that doors comply with requirements of grades specified.
2. Contract Documents contain selections chosen from options in quality standard and additional requirements beyond those of quality standard. Comply with those selections and requirements in addition to quality standard.

B. Mineral-Core Doors:

1. Core: Noncombustible mineral product complying with requirements of referenced quality standard and testing and inspecting agency for fire-protection rating indicated.

2. Blocking: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated as needed to eliminate through-bolting hardware.
3. Edge Construction: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

A. Interior Solid-Core Doors :

1. Grade: Custom (Grade A faces).
2. Species: Marshfield White Birch w/ clear 0-95 finish.
3. Cut: Plain sliced (flat sliced).
4. Match between Veneer Leaves: Book match.
5. Assembly of Veneer Leaves on Door Faces: Center-balance match.
6. Transom Match: Continuous match.
7. Blueprint Match: Where indicated, provide doors with faces produced from same flitches as adjacent wood paneling and arranged to provide blueprint match with wood paneling. Comply with requirements in Section 064216 "Flush Wood Paneling."
8. Exposed Vertical and Top Edges: Applied wood edges of same species as faces and covering edges of crossbands - edge Type D.
9. Core: Either glued wood stave or structural composite lumber.
10. Construction: Five plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering.

2.4 LIGHT FRAMES

A. Wood Beads for Light Openings in Wood Doors: Provide manufacturer's standard wood beads unless otherwise indicated.

1. Wood Species: Same species as door faces.
2. Profile: Recessed tapered beads .
3. At wood-core doors with 20-minute fire-protection ratings, provide wood beads and metal glazing clips approved for such use.

B. Metal Frames for Light Openings in Fire-Rated Doors: Manufacturer's standard frame formed of 0.048-inch- thick, cold-rolled steel sheet; with baked-enamel- or powder-coated finish; and approved for use in doors of fire-protection rating indicated.

2.5 FABRICATION

A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.

1. Comply with NFPA 80 requirements for fire-rated doors.

B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.

1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
2. Metal Astragals: Factory machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.

C. Openings: Factory cut and trim openings through doors.

1. Light Openings: Trim openings with moldings of material and profile indicated.
2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."
3. Louvers: Factory install louvers in prepared openings.

2.6 FACTORY FINISHING

A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.

1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.

B. Factory finish doors.

C. Transparent Finish:

1. Grade: Premium.
2. Finish: AWI's, "Architectural Woodwork Standards" System 5, conversion varnish.
3. Finish: WDMA TR-6 catalyzed polyurethane.
4. Staining: Match existing.
5. Effect: Filled finish.
6. Sheen: Semigloss.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and installed door frames, with Installer present, before hanging doors.

1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
2. Reject doors with defects.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Hardware: For installation, see Section 087111 "Door Hardware (Descriptive Specification)."

B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.

1. Install fire-rated doors according to NFPA 80.

C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

3.3 ADJUSTING

A. Operation: Rehang or replace doors that do not swing or operate freely.

B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

SECTION 08710

FINISH HARDWARE

PART 1 - GENERAL

1.1 Refer to “General and Special Conditions” and “Instructions to Bidders”, Division 1 of Specifications. Requirements of these Sections and the project drawings shall govern work in this section.

1.2 SUMMARY

A. Section Includes:

1. Door Hardware, including electric hardware.
2. Storefront and entrance door hardware.
3. Card Access control system.
4. Hold-open closers with fire-alarm interface.
5. Wall or floor mounted electromagnetic hold-open devices.
6. Power supplies for electric hardware.
7. Low energy door operators plus sensors and actuators.
8. Padlocks.
9. Cylinders for doors fabricated with locking hardware.
10. Wiring and riser diagrams for electric hardware.
11. Key Cabinets.

B. Related Sections:

1. Section 06100 - Rough Carpentry
2. Section 081416 - Flush Wood Doors.
3. Section 16722 - Fire/Life-Safety System.

C. Specific Omissions: Hardware for the following is specified or indicated elsewhere.

1. Toilet accessories, including grab bars.

1.3 REFERENCES:

A. Use date of standard in effect as of Bid date.

B. American National Standards Institute - ANSI 156.18 - Materials and Finishes.
C. ANSI A117.1 - Specifications for making buildings and facilities usable by physically handicapped people.
D. ADA - Americans with Disabilities Act of 1990
E. BHMA - Builders Hardware Manufacturers Association
F. DHI - Door and Hardware Institute
G. NFPA - National Fire Protection Association
    1. NFPA 80 - Fire Doors and Windows
    2. NFPA 101 - Life Safety Code
    3. NFPA 105 - Smoke and Draft Control Door Assemblies
    4. NFPA 252 - Fire Tests of Door Assemblies
H. UL - Underwriters Laboratories
    1. UL10C - Fire Test of Door Assemblies as amended to incorporate positive pressure testing.
I. WHI - Warnock Hersey Incorporated
J. SDI - Steel Door Institute
K. AWI - Architectural Woodwork Institute

1.4 SUBMITTALS & SUBSTITUTION

A. SUBMITTALS: Submit six copies of schedule per Division 1. Organize vertically formatted schedule into “Hardware Sets” following guidelines established in Door & Hardware Institute Handbook (DHI) Sequence and Format for the Hardware Schedule with index of doors and headings, indicating complete designations of every item required for each door or opening. Horizontal schedule format will be returned “Not Approved”. Include following information:

1. Type, style, function, size, quantity and finish of hardware items.

    a. Use BHMA Finish codes per ANSI A156.18.

2. Name, part number and manufacturer of each item.
3. Fastenings and other pertinent information.
4. Location of hardware set coordinated with floor plans and door schedule.
5. Explanation of abbreviations, symbols, and codes contained in schedule.
6. Mounting locations for hardware.
7. Door and frame sizes, materials and degrees of swing.
8. List of manufacturers used and their nearest representative with address and phone number.
9. Catalog cuts.
10. Manufacturer's technical data and installation instructions for electronic hardware.
11. Date of jobsite visit.

B. Bid and submit manufacturer's updated/improved item if scheduled item is discontinued.

C. Furnish as-built/as-installed schedule with closeout documents, including keying schedule, manufacturers' installation, adjustment and maintenance information, and supplier's final inspection report.

1.5 QUALITY

ASSURANCE: A. Qualifications:

1. Hardware supplier: A recognized architectural finish hardware supplier, with warehousing facilities, who has been furnishing hardware in the project's vicinity for a period of not less than 2 years. Who is or who employs an experienced Architectural Hardware Consultant (AHC) who is available, at reasonable times during the course of the Work, for consultation about project's hardware requirements to Owner, Architect and Contractor.

2. Electrified hardware supplier: An experienced door hardware supplier who has completed projects with electrified door hardware similar in material, design and extent to that indicated for this project, who has a record of successful in-service performance and is acceptable to manufacturer of materials. Shall prepare data for electrified door hardware based on testing and engineering analysis of manufacturer's assemblies similar to those in this project.
3. Responsible for detailing, scheduling and ordering of finish hardware.

B. Hardware: New, free of defects, blemishes and excessive play. Obtain each kind of hardware (latch and locksets, exit devices, hinges and closers) from one manufacturer.

C. Exit Doors: Operable from inside with single motion without the use of a key or special knowledge or effort.

D. Fire-Rated Openings: In compliance with NFPA 80. Provide proper latching hardware, non-flaming door closers and approved-bearing hinges. Furnish openings complete.

E. Pre-Installation Meetings: Prior to start of hardware installation, contractor shall schedule and conduct pre-installation meeting with hardware supplier, lock, exit device, and door closer manufacturers' representative(s), installer and related trades, to coordinate materials and techniques, and sequence complex hardware items and systems installation. Proper and correct installation and adjustment of hardware is to be reviewed, and criteria for punch list review will be established. Convene at least one week prior to commencement of related work. Written documentation of date and attendees/participants is to be provided to architect and owner for record.

1.6 DELIVERY, STORAGE AND HANDLING:

A. Delivery: coordinate delivery to appropriate locations (shop or field).
1. 1. Key cabinet, permanent keys and cores: secured delivery direct to Owner's representative.

B. Acceptance at Site: Items individually packaged in manufacturers' original containers, complete with proper fasteners and related pieces. Clearly mark packages to indicate contents, locations in hardware schedule and door numbers. Shipments direct from manufacturer to Site are not acceptable.

C. Storage: Provide locked storage area for hardware, protect from moisture, sunlight, paint, chemicals, etc…

1.7 PROJECT CONDITIONS:

A. Where exact types of hardware specified are not adaptable to finished shape or size of members requiring hardware, provide suitable types having as nearly as practical as the same operation and quality as type specified, subject to Architect's approval.

B. Prior to submittal, carefully inspect existing conditions to verify finish hardware required to complete Work, including size, strike plate size, quantities, and sill conditions material. If conflict between the scheduled material and existing conditions, submit request for directions from Architect.

1.8 SEQUENCING AND COORDINATION:

A. Reinforce walls for wall stops.

B. Coordinate finish floor materials and floor-mounted hardware.

C. Conduit and raceways as needed for electrical and electronic hardware items. Fire/life-safety system interfacing. Point-to-point wiring diagrams plus riser diagrams to related trades.

D. Furnish manufacturer templates to door and frame fabricators.

E. Use hardware consultant to check Shop Drawings for doors and entrances to confirm that adequate provisions will be made for proper hardware installation.

1.9 WARRANTY:

A. Part of respective manufacturers' regular terms of sale. Provide manufacturers' warranties:

1	Bored Locksets:	Seven years
2.	Closers:	Ten years mechanical, two years electrical.
3.	Exit Devices:	Three years.
4.	Butt Hinges:	One year
5.	Geared Hinges:	Limited Lifetime
6.	Other Hardware:	One years.

1.10 MAINTENANCE:

A. Furnish operating and maintenance data of manufacturers for door hardware items. Include instructions for operation, adjustments and maintenance and parts list.

B. Instruct personnel of Owner in proper adjustments and maintenance of door hardware and hardware finishes during final adjustment phase of hardware installation.

C. Key bitting list shall be delivered from lock manufacturer directly to representative of Owner with return receipt. Furnish copy of transmittal letter to Architect.

D. D. Furnish a complete set of specialized tools as needed for continued adjustment, maintenance, removal and replacement of door hardware by Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Listed acceptable alternate manufacturers: submit for review products with equivalent function and features of scheduled products.

ITEM:	MANUFACTURER:	ACCEPTABLE SUB
Hinges	(IVE) Ives	McKinney, Stanley
Continuous Hinges	(IVE) Ives	Pemko, Zero
Key System	(SAR) Sargent	Match Existing School
Locks	(SAR) Sargent	Preferred
Exit Devices	(SAR) Sargent	No Substitution
Closers	(NOR) Norton	No Substitution
Kickplates	(IVE) Ives	Hiawatha, Trimco
Stops & Holders	(IVE) Ives	Hiawatha, Trimco
Overhead Stops	(SAR) Sargent	Preferred
Thresholds	(PEM) Pemko	Reese, Zero
Seals & Bottoms	(NGP) Reese	Pemko, Zero
Key Cabinets	(TEL) TelKey	Lund

B. Provide hardware items required to complete the work in accordance with these specifications and manufacturers' instructions.
   a. Include items inadvertently omitted from this specification. Note these items in submittal for review. There will not be any extra's allowed for items that should have been picked up during bidding.
   b. Where scheduled item is now obsolete, bid and furnish manufacturers updated item at no additional cost to the project.

2.2 HANGING MEANS:

A. Conventional Hinges: Hinge open widths minimum, but, of sufficient throw to permit maximum door swing. Steel or stainless steel pins and concealed bearings.
   a. Three hinges per leaf to 7 foot, 6 inch height. Add one for each additional 30 inches in height, or any fraction thereof.
   b. Extra heavy weight hinges on doors 3 foot and over.
   c. Outswinging exterior doors: non-ferrous with non-removable (NRP) pins.
   d. Non-ferrous material exteriors and at doors subject to corrosive atmospheric conditions.
   e. Provide shims and shimming instructions for proper door adjustment.
   f. Scheduled Hinges are McKinney TA3786
   g. Finish of hinges is to be as scheduled
   h. Accepted substitutions: Ives 5BB1, Stanley FBB179

2.3 LOCKSETS, LATCHSETS, DEADBOLTS:

A. Extra Heavy Duty Cylindrical Locks and Latches:
   a. Chassis: cylindrical design, corrosion-resistant plated cold-rolled steel, through-bolted.
   b. Locking Spindle: stainless steel, interlocking design.
   c. Latch Retractors: forged steel. Balance of inner parts: corrosion-resistant plated steel, or stainless steel.
   d. Lever Trim: accessible design, independent operation, spring-cage supported, minimum 2” clearance from lever mid-point to door face.
   e. Strikes: 16 gage curved steel, bronze or brass with 1” deep box construction, lips of sufficient length to clear trim and protect clothing.
   f. Lock Series and Design: Sargent 10-Line, “LL” design.

g. Certifications:
   1) ANSI A156.2, 1994, Series 4000, Grade 1.
   2) UL listed for A label and lesser class single doors up to 4ft x 8ft.

h. Accepted substitutions: Owner preferred

2.4 KEYING REQUIREMENTS:

1. Key System: Match each schools existing keyway, non-interchangeable core typically with interchangeable core type operating cylinders for panic hardware and removable mullions. Key blanks available from factory-direct sources and from after-market key blank manufacturers. For estimate use factory GMK charge.
   a. Existing factory registered key system.
   b. Construction keying: furnish cylinders/cores factory construction keyed with 10 construction keys and 2 construction control keys.
2. Key Cylinders/Cores: utility patented, 6-pin solid brass construction.
3. Locksets and cylinders/cores: keyed at factory of lock manufacturer where permanent records are maintained. Locks and cylinders same manufacturer.
4. Permanent keys, cores and bitting list: Secured shipment direct from point of origination to Owner.
5. Supply three (3) cut keys per cylinder or lock.
6. Supply four (4) control keys.

2.5 CLOSERS AND SMOKE HOLD-OPEN DEVICES

1. A. General: One manufacturer for closer units throughout the Work, including surface closers, high security closers, overhead concealed closers, floor closers, low-energy door operators and electromagnetic hold-open closers.
2. B. Surface Closers

a. Full rack-and-pinion type cylinder with removable non-ferrous cover and cast aluminum or cast iron body.
b. ISO 2000 certified. Units stamped with date-of-manufacture code.
c. Independent lab-tested 8,000,000 cycles.
d. Thru-bolts at wood doors unless doors are provided with closer blocking. Non-sized, non-handed, and adjustable. Place closer inside building, stairs and rooms.
e. Plates, brackets and special templating when needed for interface with particular header, door and wall conditions and neighboring hardware.
f. Opening pressure: Exterior doors 8.5 lb., interior doors 5 lb., labeled fire doors 15 lb.
g. Separate adjusting valves for closing speed, latching speed and backcheck, fourth valve for delayed action where scheduled.
h. Extra-duty arms (PR) at all doors scheduled with parallel arm units.
i. Exterior door closers: tested to 100 hours of ASTM B117 salt spray test, furnish data on request.
j. Exterior doors do not require seasonal adjustments in temperatures from 120 degrees F to -30 degrees F, furnish data on request.
k. Non-flaming fluid will not fuel door or floor covering fires.
l. Scheduled Closer: Norton 7500
m. Finish of Door Closers is to be as specified
n. Accepted substitutions: Owner preferred

2.6 OVERHEAD STOPS AND HOLDERS

1. Surface mounted and concealed overhead stops and holders shall be heavy duty 300 series stainless steel, brass/bronze and steel materials, as required for specified finish, with finished metal end caps. Holders shall incorporate selective, adjustable hold-open mechanism. Templating of both surface and concealed overhead stops and holders allows for 85 to 115 degree stop/hold open position.
   a. Scheduled surface mounted overhead stops and holders are Sargent 690 Series; scheduled concealed overhead stops and holders are Sargent 590 series.
   b. Finish is to be as scheduled
   c. Accepted substitutions: Owner preferred

2.7 OTHER HARDWARE

1. Kick Plates: Four beveled edges, .050 inches minimum thickness, height and width as scheduled. Sheet-metal screws of bronze or stainless steel to match other hardware.
   a. Scheduled kick plates are: Ives 8400

b. Finish of kick plates is to be as scheduled
c. Accepted substitutions: Rockwood, McKinney, Trimco

2. Door Stops: Provide stops to protect walls, casework or other hardware.

a. Unless otherwise noted in Hardware Sets, provide wall type with appropriate fasteners. Where wall type cannot be used, provide overhead type.
b. Scheduled door stops are: Ives WS406CVX/WS406CCV
c. Finish of door stops is to be as scheduled
d. Accepted substitutions: Hiawatha WC1326R, Trimco 1270WV

3. Sweeps: Specially formulated to withstand greater temperature extremes while providing maximum protection against air infiltration. Neoprene or nylon brush type as scheduled.
a. Scheduled sweeps: Reese
b. Finish of sweeps is to be US28
c. Accepted substitutions: Pemko, Zero

4. Thresholds: As scheduled and per details. Substitute products: certify that the products equal or exceed specified material's thickness. Proposed substitutions: submit for approval.
a. Exteriors: Set in full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements in Division 7 “Thermal and Moisture Protection”. Non-ferrous ¼ inch fasteners and lead expansion shield anchors, or Red-Head #SFS-1420 (or approved equivalent) Flat Head Sleeve Anchors (SS/FHSL).
b. Fire-rated openings, 90min or less duration: use thresholds to interrupt floor covering material under the door where that material has a critical radiant flux value less than 0.22 watts per square centimeter, per NFPA 253. Use threshold unit as scheduled. If none scheduled, request direction from Architect.
c. Sound control openings: Set in bed of mastic sealant.
d. Scheduled thresholds: Pemko
e. Finish of thresholds is to be mill finish aluminum.
f. Accepted substitutions: Reese, Zero

5. Pulls: When specified for use with exit devices pulls shall be 1” round bar offset type with 10” center-to-center offset pulls

a. Scheduled pulls: Ives 8190-0
b. Finish of pulls is to be as scheduled
c. Accepted substitutions: Hiawatha 658A, Trimco 1191-3

6. Fasteners: Generally, exposed screws to be Phillips or Robertson drive. Pinned TORX drive at high security areas. Flat head sleeve anchors (FHSL) may be slotted drive. Sheet metal and wood screws: full-thread. Sleeve nuts: full length to prevent door compression.
7. Silencers: Interior hollow metal frames, 3 for single doors, 2 for pairs of doors. Omit where adhesive mounted seal occurs. Leave no unfilled/uncovered pre-punched silencer holes.

D. FINISH:
1. Generally BHMA 626 Brushed Chrome.
2. Door closers: factory powder coated to match other hardware, unless otherwise noted.
3. Aluminum items: match predominant adjacent material. Seals to coordinate with frame color.

PART 3 - EXECUTION

A. ACCEPTABLE INSTALLERS:
1. Installer must demonstrate suitable competence and experience with installing finish hardware on like projects.

B. PREPARATION:
1. Ensure that walls and frames are square and plumb before hardware installation.
2. Locate hardware per SDI-100 and applicable building, fire, life-safety, accessibility, and security codes.
a. Notify Architect of any code conflicts before ordering material.

b. Where new hardware is to be installed near existing doors/hardware scheduled to remain, match locations of existing hardware.

3.2 INSTALLATION

1. Install hardware per manufacturer's instructions and recommendations. Do not install surface-mounted items until finishes have been completed on substrate. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate for proper installation and operation.
   a. Gaskets: install jamb-applied gaskets before closers, overhead stops, rim strikes, etc. Install sweeps across bottoms of doors before astragals, cope sweeps around bottom pivots, trim astragals to tops of sweeps.
   b. When hardware is to be attached to existing metal surface and insufficient reinforcement exists, use RivNuts, NutSerts or similar anchoring device for screws.
2. Drill pilot holes for fasteners in wood doors and/or frames.
3. Lubricate and adjust existing hardware scheduled to remain. Carefully remove and give to Owner items not scheduled for reuse.

3.3 ADJUSTING

1. Adjust and check for proper operation and function. Replace units, which cannot be adjusted to operate freely and smoothly

a. Hardware damaged by improper installation or adjustment methods to be repaired or replaced to Owner's satisfaction at no additional cost to Owner.

2. Inspection: Prior to owner's occupancy, the general contractor shall schedule and conduct a post-installation meeting with the hardware supplier and the manufacturer representative who supplied the commercial locks, the exit devices, the door controls/closers, etc.. The purpose is to eliminate any or all institutional door hardware "punch list" items. This will enable the general contractor and the owner to gain approval for their building occupancy permit much quicker.
3. Follow-up inspection: Installer to provide letter of agreement to Owner that approximately 6 months after substantial completion, installer will visit Project with representatives of the manufacturers of the locking devices and door closers to accomplish following:
   a. Re-adjust hardware.
   b. Evaluate maintenance procedures and recommend changes or additions, and instruct Owner's personnel.
   c. Identify items that have deteriorated or failed.
   d. Submit written report identifying problems and likely future problems.

3.4 DEMONSTRATION:

1. A. Demonstrate electrical hardware systems, including adjustment and maintenance procedures.

3.5 PROTECTION/CLEANING:

1. Cover installed hardware, protect from paint, cleaning agents, weathering, carts/barrows, etc. Remove covering materials and clean hardware just prior to substantial completion.
2. Clean adjacent wall, frame and door surfaces soiled from installation/reinstallation process.

3.6 SCHEDULE OF FINISH HARDWARE

1. See drawings for hardware set assignments.

2. Manufacturers and their abbreviations used in this schedule:
3. The following is a general listing of finish hardware requirements and is not intended as a final detailed schedule. It is the responsibility of the finish hardware supplier to thoroughly review these plans and specifications, and to include in his bid any items of finish hardware, whether or not specifically called for in the following hardware groups, required by established standards or practices, or as necessary to meet state and local building codes. These items include, but are not specifically limited to, special templates, wiring diagrams, shim kits for exit devices, filler bars and door closer arm mounting brackets for bar type coordinators, drop plates or other door closer accessory items, special fasteners required for attachment of hardware to doors, frames, or other substrates, and filler plates for use as required by the permanent removal of hardware items from existing doors and/or frames. Where there is unclear or conflicting information in the Hardware Sets, the hardware supplier shall make every effort to gain clarity from the architect prior to bid date. If clarification is not made prior to bid date, the hardware supplier is to make note of any ambiguities or conflicts in the documents in his bid, and these issues will be resolved post-bid. There will be no “Extras” or Change Orders to cover errors and/or omissions which should have been evident prior to bidding.

B. HARDWARE SETS

HARDWARE GROUP NO. 01

Toilet Room Door #'s 100 and 101:

3EA	HINGE	T4A3786 4.5" X 4.5"	652	MCK
1EA	PRIVACY LOCK	49-8265	626	SAR
1EA	DEADLOCK	20-82	626	SAR
1EA	KICK PLATE	8400 10" X 2" LDW	630	IVE
1EA	WALL STOP	WS406CVX	630	IVE
1 SET	DOOR SILENCER	RUBBER GJG4		GJ

SECTION 093000 - TILING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ceramic tile.
2. Crack isolation membrane.
3. Metal edge strips.

1.2 ACTION SUBMITTALS

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

B. Samples:

1. Each type and composition of tile and for each color and finish required.
2. Assembled samples, with grouted joints, for each type and composition of tile and for each color and finish required.
3. Stone Threshold

1.3 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering and identified with labels describing contents.

1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.

2. Grout: Furnish quantity of grout equal to 3 percent of amount installed for each type, composition, and color indicated.

1.4 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockup of each type of floor tile installation.
2. Build mockup of each type of wall tile installation.
3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

PART 2 - PRODUCTS

2.1 TILE PRODUCTS

A. ANSI Ceramic Tile Standard: Provide Standard grade tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.

B. FloorScore Compliance: Tile for floors shall comply with requirements of FloorScore Standard.

C. Tile Type: see drawings

2.2 THRESHOLDS

A. General: Fabricate to sizes and profiles indicated or required to provide transition between adjacent floor finishes.

1. Bevel edges at 1:2 slope, with lower edge of bevel aligned with or up to 1/16 inch (1.5 mm) above adjacent floor surface. Finish bevel to match top surface of threshold. Limit height of threshold to 1/2 inch (12.7 mm) or less above adjacent floor surface.

2.3 CRACK ISOLATION MEMBRANE

A. General: Manufacturer's standard product[, selected from the following,] that complies with ANSI A118.12 for [standard] [high] performance and is recommended by the manufacturer for the application indicated.

B. Fabric-Reinforced, Modified-Bituminous Sheet: Self-adhering, modified-bituminous sheet with fabric reinforcement facing; 0.040-inch (1.01-mm) nominal thickness.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. MAPEI Corporation; Mapelastic SM.
   b. National Applied Construction Products, Inc.; Strataflex.

2.4 SETTING MATERIALS

A. Portland Cement Mortar (Thickset) Installation Materials: ANSI A108.02.

B. Dry-Set Portland Cement Mortar (Thin Set): ANSI A118.1.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Bostik, Inc.
   b. Jamo Inc.
   c. Laticrete International, Inc.
   d. MAPEI Corporation.
   e. Southern Grouts & Mortars, Inc.
   f. Summitville Tiles, Inc.
   g. TEC; a subsidiary of H. B. Fuller Company.
2. For wall applications, provide nonsagging mortar.

2.5 GROUT MATERIALS

A. Sand-Portland Cement Grout: ANSI A108.10.

B. Standard Cement Grout: ANSI A118.6.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Bostik, Inc.
   b. Custom Building Products.
   c. Jamo Inc.
   d. Laticrete International, Inc.
   e. Summitville Tiles, Inc.
   f. TEC; a subsidiary of H. B. Fuller Company.

2.6 MISCELLANEOUS MATERIALS

A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

B. Metal Edge Strips: Angle or L-shape, half-hard brass, stainless steel, ASTM A 666, 300 Series exposed-edge material.

C. Grout Sealer: Manufacturer's standard silicone product for sealing grout joints and that does not change color or appearance of grout.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. Bostik, Inc.; CeramaSeal.
   b. Jamo Inc.; Matte Finish Sealer.
   c. Southern Grouts & Mortars, Inc.; Silicone Grout Sealer.
   d. Summitville Tiles, Inc.; SL-15, Invisible Seal Penetrating Grout and Tile Sealer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.

1. Verify that substrates for setting tile are firm, dry, clean, free of coatings that are incompatible with tile-setting materials including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.

3.2 PREPARATION

A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with adhesives or thin-set mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.

B. Where indicated, prepare substrates to receive waterproofing by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot (1:50) toward drains.

C. Blending: For tile exhibiting color variations, use factory blended tile or blend tiles at Project site before installing.

D. Field-Applied Temporary Protective Coating: If indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, precoat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

3.3 INSTALLATION

A. Comply with TCA's "Handbook for Ceramic Tile Installation" for TCA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 Series "Specifications for Installation of Ceramic Tile" that are referenced in TCA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.

B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.

E. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.

F. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:

1. Ceramic Mosaic Tile: 1/16 inch (1.6 mm).
2. Quarry Tile: 1/4 inch (6.35 mm).
3. Glazed Wall Tile: 1/16 inch (1.6 mm).

G. Lay out tile wainscots to dimensions indicated or to next full tile beyond dimensions indicated.

H. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.

1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

I. Metal Edge Strips: Install where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile.

J. Grout Sealer: Apply grout sealer to cementitious grout joints in tile floors according to grout-sealer manufacturer's written instructions. As soon as grout sealer has penetrated grout joints, remove excess sealer and sealer from tile faces by wiping with soft cloth.

K. Install crack isolation membrane to comply with ANSI A108.17 and manufacturer's written instructions to produce membrane of uniform thickness and bonded securely to substrate.

3.4 INTERIOR TILE INSTALLATION SCHEDULE

1. Tile Installation F113: Thin-set mortar; TCA F113.
   a. Thin-Set Mortar: Latex-portland cement mortar.
   b. Grout: Standard sanded cement grout.

END OF SECTION 093000

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes acoustical panels and exposed suspension systems for ceilings.

B. Related Requirements:
1. Section 210500
2. Section 220523
3. Section 220529
4. Section 230529
5. Section 233700
6. Section 260533
7. Section 265100
8. Section 271343
9. Section 283100

C. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

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. Samples: For each exposed product and for each color and texture specified, 6 inches in size.

C. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.

1. Acoustical Panel: Set of 6-inch- square Samples of each type, color, pattern, and texture.

2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch- long Samples of each type, finish, and color.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Acoustical Ceiling Panels: Full-size panels equal to 2 percent of quantity installed.
2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.
3. Impact Clips: Equal to 2 percent of quantity installed.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.9 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
2. Smoke-Developed Index: 450 or less.

B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 ACOUSTICAL PANELS, GENERAL

A. Source Limitations:

1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
2. Suspension System: Obtain each type from single source from single manufacturer.

B. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.

C. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.

D. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.

1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface according to ASTM E 795.

E. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.

1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers'

proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL PANELS, APC-2

A. Use of Location: Kitchens, Toilet Rooms, Labs, and where indicated.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

C. Basis of Design Product: Subject to compliance with requirements, provide Armstrong "Ceramaguard 605" or comparable product by one of the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corp.
3. Chicago Metallic Corporation.
4. USG Interiors, Inc.; Subsidiary of USG Corporation.

D. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:

1. Type and Form: Type XII, glass-fiber base with membrane-faced overlay; Form 1, plastic .
2. Pattern: G (smooth) .

E. Color: White.

F. LR: Not less than 0.85.

G. NRC: Not less than 0.55 .

H. CAC: Not less than 30.

I. Edge/Joint Detail: Square .

J. Thickness: 5/8 inch.

K. Modular Size: 24 by 24 inches .

L. Comply with basis of design product data page 136 from Armstrong "Ceramaguard 605".

2.4 METAL SUSPENSION SYSTEMS, GENERAL

A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.

1. High-Humidity Finish: Comply with ASTM C 635/C 635M requirements for "Coating Classification for Severe Environment Performance" where high-humidity finishes are indicated.

B. Impact Clips: Where indicated, provide manufacturer's standard impact-clip system designed to absorb impact forces against acoustical panels.

2.5 METAL SUSPENSION SYSTEM

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

B. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong World Industries, Inc. 15/16" "Predude", or comparable product by one of the following:

1. CertainTeed Corp.
2. Chicago Metallic Corporation.
3. USG Interiors, Inc.; Subsidiary of USG Corporation.

C. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 coating designation; with prefinished 15/16-inch- wide metal caps on flanges.

1. Structural Classification: Intermediate -duty system.
2. End Condition of Cross Runners: Override (stepped) or butt-edge type.
3. Face Design: Flat, flush.
4. Cap Material: [Steel] [or] [aluminum] cold-rolled sheet.
5. Cap Finish: Painted white .
6. Use at: APC-1, APC-2, APC-3.
7. At APC-1 and APC-2 provide perimeter "Shadow Molding 7878" and accessories by Armstrong or equivalent product by selected manufacturer.

2.6 ACOUSTICAL SEALANT

A. Products: Subject to compliance with requirements, provide one of the following:

1. Acoustical Sealant for Exposed and Concealed Joints:

   a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
   b. USG Corporation; SHEETROCK Acoustical Sealant.

B. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.

B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

1. Fire-Rated Assembly: Install fire-rated ceiling systems according to tested fire-rated design.

B. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.
3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

C. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

D. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

1. Arrange directionally patterned acoustical panels as follows:

   a. As indicated on reflected ceiling plans.
   b. Install panels with pattern running in one direction parallel to long axis of space.
   c. Install panels in a basket-weave pattern.

2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
6. Install impact clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions unless otherwise indicated.
7. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance-rated assembly.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Perform the following tests and inspections of completed installations of acoustical panel ceiling hangers and anchors and fasteners in successive stages. Do not proceed with installations of acoustical panel ceiling hangers for the next area until test results for previously completed installations show compliance with requirements.

1. Extent of Each Test Area: When installation of ceiling suspension systems on each floor has reached 20 percent completion but no panels have been installed.

   a. Within each test area, testing agency will select one of every 10 power-actuated fasteners and postinstalled anchors used to attach hangers to concrete and will test them for 200 lbf of tension; it will also select one of every two postinstalled anchors used to attach bracing wires to concrete and will test them for 440 lbf of tension.
   b. When testing discovers fasteners and anchors that do not comply with requirements, testing agency will test those anchors not previously tested until 20 pass consecutively and then will resume initial testing frequency.

C. Acoustical panel ceiling hangers and anchors and fasteners will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

3.5 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following interior substrates:
   1. Concrete masonry units (CMU).
   2. Gypsum board/plaster.

B. Related Requirements:
   1. Section 042000 "Unit Masonry".

1.3 DEFINITIONS

Below is Flat

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

Below is Flat-Velvet like.

B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

Below is Eggshell.

C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

Below is Satin.

D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

Below is Semigloss.

E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

Below is Gloss.

F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

Below is High Gloss.

G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Benjamin Moore & Co.
2. PPG Architectural Finishes, Inc.
3. Sherwin-Williams Company (The).
4. Euclid Chemical.

B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles for the paint category indicated.

2.2 PAINT, GENERAL

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

B. 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.

C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Dry-Fog Coatings: 400 g/L.
4. Primers, Sealers, and Undercoaters: 200 g/L.
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

D. Colors: As selected by Architect from manufacturer's full range.

1. 30 percent of surface area will be painted with deep tones.

2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior: MPI #4.

1. Sherwin-Williams; "Prep-Rite Int/Ext Block Filler".
2. PPG Architectural; "Glidden Professional, Concrete Coatings Block Filler Interior Exterior Primer".
3. Benjamin Moore; Super Spec High Build Interior/Exterior Block Filler".

2.4 PRIMERS/SEALERS

A. Primer Sealer, Latex, Interior: MPI #50.

1. Sherwin-Williams; "Pro-Mar 200 Zero VOC Interior Latex Primer, White".
2. PPG Architectural; "Speed-Hide Zero VOC Latex Sealer".
3. Benjamin-Moore; "Coronado Super Kote 5000 Latex Primer Sealer".

B. Primer, Alkali Resistant, Water Based: MPI #3.

1. Sherwin-Williams; "Prep-Rite Pro Block, Interior/Exterior Latex Primer."
2. PPG Architectural; "Perma-Crete Perma-Crete Int/Ext Alkali Resistant Primer".
3. Benjamin-Moore; "Super Spec Interior/Exterior High Build Masonry Primer"..

2.5 METAL PRIMERS

A. Primer, Rust-Inhibitive, Water Based: MPI #107.

1. Sherwin-Williams; "Pro-Industrial Pro-Cryl Universal Primer".
2. PPG Architectural; "Pitt-Tech Plus, Interior/Exterior DTM Industrial Primer".
3. Benjamin-Moore; "Super Spec HP, Acrylic Metal Primer".

2.6 WATER-BASED PAINTS

A. Latex, Interior, (Gloss Level 3): MPI #52.

1. Sherwin-Williams; Pro-Mar 200 Zero VOC Interior Latex.
2. PPG Speedhide Zero Interior Zero VOC Latex.
3. Benjamin-Moore; Coronado Super Kote 5000 Zero VOC Interior.

B. Latex, Interior, High Performance Architectural, Semi-Gloss (Gloss Level 5): MPI #141.

1. Sherwin-Williams; "Pro-Industrial, Acrylic Coating".
2. PPG Architectural; "SpeedHide Interior Enamel Latex".
3. Benjamin-Moore; "Ultra Spec 500, Interior Gloss".

C. Light Industrial Coating, Interior, Water Based, Semi-Gloss (Gloss Level 5): MPI #153.

1. PPG Architectural; Pitt-Tech Plus, Int/Ext Semi Gloss DTM. Industrial Enamel".
2. Sherwin-Williams; "Pro Industrial, PreCatalyzed Water Based Epoxy".
3. Benjamin-Moore; "Super Spec HP, D.T.M. Acrylic".

2.7 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.

3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Gypsum Board: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in equipment rooms:

    a. Equipment, including panelboards and switch gear.
    b. Uninsulated metal piping.
    c. Uninsulated plastic piping.
    d. Pipe hangers and supports.
    e. Metal conduit.
    f. Plastic conduit.
    g. Tanks that do not have factory-applied final finishes.
    h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.

2. Paint the following work where exposed in occupied spaces:

    a. Equipment, including panelboards.
    b. Uninsulated metal piping.
    c. Uninsulated plastic piping.
    d. Pipe hangers and supports.
    e. Metal conduit.
    f. Plastic conduit.
    g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    h. Other items as directed by Architect.

3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. 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.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. CMU Substrates:

1. Latex System:

a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, (Gloss Level 3), MPI #52.

B. Steel Substrates:

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, rust-inhibitive, water based MPI #107.
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5), MPI #153.

C. Gypsum Board Substrates:

1. Latex System:

a. Prime Coat: Primer sealer, latex, interior, MPI #50.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, (Gloss Level 3), MPI #52.

END OF SECTION 099123

SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Public-use washroom accessories.
2. Warm-air dryers.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include the following:

1. Construction details and dimensions.
2. Anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
3. Material and finish descriptions.
4. Features that will be included for Project.
5. Manufacturer's warranty.

B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.

1. Identify locations using room designations indicated.
2. Identify products using designations indicated.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For toilet and bath accessories to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Source Limitations: For products listed together in the same Part 2 articles, obtain products from single source from single manufacturer.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.6 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.7 WARRANTY

A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to replace mirrors that develop visible silver spoilage defects and that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch minimum nominal thickness unless otherwise indicated.

B. Brass: ASTM B 19, flat products; ASTM B 16/B 16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.

C. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch minimum nominal thickness.

D. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 hot-dip zinc coating.

E. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.

F. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.

G. Chrome Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).

H. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
3. Bobrick Washroom Equipment, Inc.
4. Bradley Corporation.

B. Waste Receptacle:

1. Basis-of-Design Product: Bobrick B-3565.
2. See Drawings.

C. Grab Bars:

1. Basis-of-Design Product: Bobrick
2. Mounting: Flanges with concealed fasteners.
3. Material: Stainless steel, 0.05 inch thick.
4. See Drawings.

a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.

5. Outside Diameter: 1-1/4 inches.
6. Configuration and Length: As indicated on Drawings.

D. Feminine Product:

1. Basis-of-Design Product: Bobrick B-2706-25
2. Type: Sanitary napkin.
3. Mounting: Surface Mounted.
4. Operation: Single coin (25 cents) .|
5. Exposed Material and Finish: Stainless steel, No. 4 finish (satin).
6. Lockset: Tumbler type with separate lock and key for coin box.
7. See Drawings

E. Soap Dispenser:

1. Basis-of-Design Product: Bobrick Size: As indicated on Drawings.

F. Coat Hook

1. Basis-of-Design Product: Bobrick Size: As indicated on Drawings.

G. Mirror Unit:

1. Basis-of-Design Product: Bobrick Size: As indicated on Drawings.

2.3 WARM-AIR DRYERS

A. Manufacturers: Subject to compliance with requirements, provide products indicated or equivalent product by one of the following:

1. Xlerator

2. A & J Washroom Accessories, Inc.
3. Bobrick Washroom Equipment, Inc.
4. Bradley Corporation.
5. Palmer Fixture, BluStorm Hard Dryer.

B. Warm-Air Dryer~~-~~:

1. Basis-of-Design Product: Xlerator Automatic Hand Dryer, XL-W.
2. Mounting: Surface mounted.
3. Operation: Electronic-sensor activated with timed power cut-off switch.

a. Operation Time: 30 to 40 seconds.

4. Cover Material and Finish: Steel, with white enamel finish.
5. Electrical Requirements: 110/120B 12.5 Amp 60 hz 1500 Watts.

2.4 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf, when tested according to ASTM F 446.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.

B. Remove temporary labels and protective coatings.

C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

END OF SECTION 102800

VERTICAL WHEELCHAIR LIFTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Enclosed, self-contained vertical platform wheelchair lift.

1.2 RELATED SECTIONS

A. Section 03300 - Cast-In-Place Concrete: Concrete shaftway and anchor placement.

B. Section 04800 - Masonry Assemblies: Masonry shaftway and anchor placement.

C. Section 06100 - Rough Carpentry: Blocking in framed construction for lift attachment.

D. Section 09260 - Gypsum Board Assemblies: Gypsum board shaftway.

E. Division 16 - Electrical: Dedicated telephone service and wiring connections.

F. Division 16 - Electrical: Lighting and wiring connections at top of shaft.

G. Division 16 - Electrical: Electrical power service and wiring connections.

1.3 REFERENCES

A. ASME A17.1 - Safety Code for Elevators and Escalators.
B. ASME A17.5 - Elevator and Escalator Electrical Equipment.
C. ASME A18.1 - Safety Standard for Platform Lifts and Stairway Chairlifts.
D. CSA B44 - Safety Code for Elevators and Escalators.
E. CSA B355 - Lifts for Persons with Physical Disabilities.
F. ICC/ANSI A117.1 - Accessible and Usable Buildings and Facilities.
G. NFPA 70 - National Electric Code.
H. CSA - National Electric Code.
I. Illinois Accessibility Code

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Submit manufacturer’s installation instructions, including preparation, storage and handling requirements.
   2. Include complete description of performance and operating characteristics.
   3. Show maximum and average power demands.

C. Shop Drawings:
   1. Show typical details of assembly, erection and anchorage.
   2. Include wiring diagrams for power, control, and signal systems.

3. Show complete layout and location of equipment, including required clearances and coordination with shaftway.

D. Selection Samples: For each finished product specified, provide two complete sets of color chips representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finished product specified, two samples, minimum size 1-3/4" x 2-1/4" inches, representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Firm with minimum 10 years experience in manufacturing of vertical platform lifts, with evidence of experience with similar installations of type specified.

B. Installer Qualifications: Licensed to install equipment of this scope, with evidence of experience with specified equipment. Installer shall maintain an adequate stock of replacement parts, have qualified people available to ensure fulfillment of maintenance and callback service without unreasonable loss of time in reaching project site.

1.6 REGULATORY REQUIREMENTS

A. Provide platform lifts in compliance with:
1. ASME A18.1 - Safety Standard for Platform Lifts and Stairway Chairlifts.
2. ASME A17.1 - Safety Code for Elevators and Escalators.
3. ASME A17.5 - Elevator and Escalator Electrical Equipment.
4. NFPA 70 - National Electric Code.

B. Provide platform lifts in compliance with:
1. CSA B355 - Lifts for Persons with Physical Disabilities.
2. CSA B44.1/ASME A17.5 - Elevator and Escalator Electrical Equipment.
3. CSA - National Electric Code.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store components off the ground in a dry covered area, protected from adverse weather conditions.

1.8 PROJECT CONDITIONS

A. Do not use wheelchair lift for hoisting materials or personnel during construction period.

1.9 WARRANTY

A. Warranty: Manufacturer shall warrant the wheelchair lift materials and workmanship for two years following completion of installation.

B. Extended Warranty: Provide an extended manufacturer's warranty for the entire warranty period covering the wheelchair lift materials and workmanship for the following additional extended period beyond the initial two year warranty. Preventive Maintenance agreement required.
1. Five additional years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garaventa Lift; United States - P.O. Box 1769, Blaine, WA 98231-1769. Canada - 7505 134A St., Surrey, BC V3W 7B3. ASD. Toll Free: 800-663-6556. Tel: (604) 594-0422. Fax: (604) 594-9915. Email: productinfo@garaventalift.com.

B. Web www.garaventalift.com

C. Requests for substitutions will be considered in accordance with provisions of Section 012500.

2.2 ENCLOSED VERTICAL WHEELCHAIR LIFT

A. Capacity: 750 lbs (340 kg) rated capacity.

B. Mast Height:
1. Model GVL-EN-96; 99 inches (2515 mm) maximum lifting height.

C. Nominal Clear Platform Dimensions:
1. Large: 43-1/4 inches (1099 mm) by 60 inches (1522 mm).

D. Platform Configuration:
1. Straight Through Entry/Exit: Front and rear openings.

E. Landing Openings:
1. Lower Landing: Door.
2. Upper Landing: Door.

F. Doors and Gates: Doors and gates shall be self closing type.
1. Door Height: Flush mount, 80 inches (2032 mm).
2. Door Construction: Aluminum frame with:
Panels of 16 gauge (1.5 mm) painted galvanized steel.Panels of 1/4 inch (6 mm) laminated safety glass with 16 gauge (1.5 mm) galvanized steel kick plate.
a. D-Handle Pull: 12 inch (305 mm) offset D-Handle.
3. Power Door/Gate Operator: Automatically opens the door/gate when platform arrives at a landing. Will also open at landing by pressing call button.
a. ADA Compliant and obstruction sensitive.
b. Low voltage, 24 VDC with all wiring concealed.
c. Location:
1) Lower Landing: Door.
2) Upper landing: Door.

G. Lift Components:
1. Machine Tower: Custom aluminum extrusion.
2. Base Frame: Structural steel.
3. Platform Side Wall Panels: 42-1/8 (1070 mm) inches high. 16 gauge (1.5 mm) galvanized steel sheet. Custom aluminum extrusion tubing frame.
4. Enclosure Panels:
a. 16 gauge (1.5 mm) painted galvanized steel sheet.
b. 1/4 inch (6 mm) laminated safety glass.

H. Enclosure Height Above Upper landing:
1. Enclosure shall extend 83-3/4 inches (2127 mm) above the upper landing level.

I. Infill Panel Kit: Provide 16 gauge (1.5 mm) galvanized panels and mounting hardware to cover void between side of enclosure, drive mast and adjacent wall at the following locations:
1. Lower landing.
2. Upper landing.

J. Base Mounting and Access to Lift at Lower Landing:
1. Floor Mount: Base of lift shall be mounted on the floor surface of the lower landing. For access onto the platform provide a ramp of 16 gauge (1.5 mm) galvanized steel sheet with a slip resistant surface.

K. Options:
1. Ventilation System: Two exhaust fans, thermostatically controlled with a 12 VDC battery backup. Requires continuous mains power for Hydraulic Drive.

L. Hydraulic Drive:
1. Drive Type: Chain hydraulic.
2. Emergency Operation: Manual device to lower platform and use auxiliary battery power to raise or lower platform.
3. Safety Devices:
   a. Slack chain safety device.
   b. Shoring device.
4. Travel Speed: 17 fpm (5.2 m/minute).
5. Motor: 3.0 hp (2.2 kW); 24 volts DC.
6. Power Supply:
   a. 120 VAC single phase; 60 Hz on a dedicated 15 amp circuit.
   b. 208/240 VAC, single phase; 50 Hz on a dedicated 16 amp circuit.
   c. Powered by building continuous mains converted to 24 VDC and equipped with auxiliary battery backup power system capable of running lift up and down for a minimum of 5 trips with rated load. Required for high use lifts and lifts equipped with a fan and ventilation system.
   d. Powered by continuously charged battery system.

M. Platform Controls: 24 VDC control circuit with the following features.
1. Direction Control: Illuminated tactile and constant pressure push buttons with dual platform courtesy lights and safety light.
2. Illuminated and audible emergency stop switch shuts off power to lift and activates audio alarm equipped with battery backup.
3. Keyed operation.
4. Emergency Telephone: Platform shall be equipped with ADA compliant autodialer telephone with a stainless steel faceplate. Telephone shall operate in the event of power failure. A telephone line shall be supplied to the lift site as specified under Division 16.
5. Arrival Gong and Digital Floor Display.

N. Call Station Controls: 24 VDC control circuit with the following features.
1. Direction Control: Constant pressure rocker switch.
2. Direction Control: Illuminated tactile and constant pressure push buttons with illuminated "In Use" indicator.
3. Keyed operation.

4. Call Station Mounting:
   a. Lower:
      1) Wall mounted recessed.

   b. Upper:

      1) Wall mounted recessed.

O. Safety Devices and Features:
   1. Grounded electrical system with upper, lower, and final limit switches.
   2. Tamper resistant interlock to electrically monitor that the door is in the closed position and the lock is engaged before lift can move from landing.
   3. Pit stop switch mounted on mast wall.
   4. Electrical disconnect shall shut off power to the lift.

P. Finishes
   1. Aluminum Extrusions: Champagne anodized finish.
   2. Ferrous Components: Electrostatically applied baked powder finish, fine textured.
      a. Color: Satin Grey, RAL 7030.
   3. Lift Finish: Baked powder coat finish, color as selected by the Architect from manufacturers optional RAL color chart.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify shaft and machine space are of correct size and within tolerances.

C. Verify required landings and openings are of correct size and within tolerances.

D. Verify electrical rough-in is at correct location.

E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install platform lifts in accordance with applicable regulatory requirements including ASME A 17.1, ASME A 18.1 and the manufacturer's instructions.

B. Install platform lifts in accordance with applicable regulatory requirements including CSA B355, and manufacturer's instructions.

C. Install system components and connect to building utilities.

D. Accommodate equipment in space indicated.

E. Startup equipment in accordance with manufacturer's instructions.

F. Adjust for smooth operation.

3.4 FIELD QUALITY CONTROL

A. Perform tests in compliance with ASME A 17.1 or A18.1 and as required by authorities having jurisdiction.

B. Perform tests in compliance with CSA B355 and required by authorities having jurisdiction.

C. Schedule tests with agencies and Architect, Owner, and Contractor present.

3.5 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

PROJECT:

AUBURN HIGH SCHOOL

GYMNASIUM LIFT and ADA TOILET ROOMS

5110 AUBURN STREET
ROCKFORD, IL 61101

OWNER:

ROCKFORD PUBLIC SCHOOL DISTRICT 205

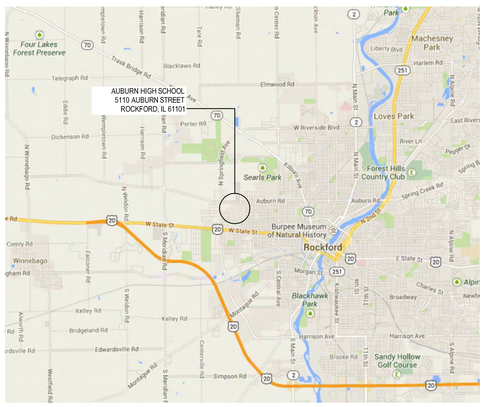
501 7th STREET
ROCKFORD, IL 61104

ISSUANCE:

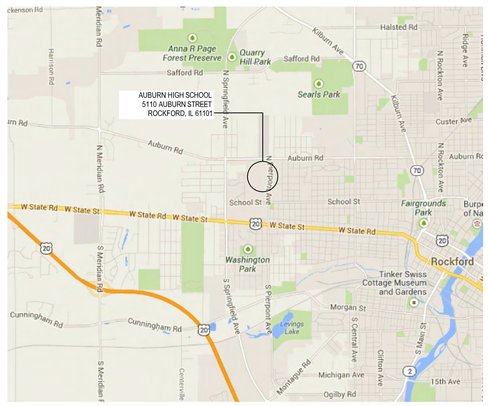
08.31.15 ISSUED BID AND PERMIT

ARCHITECT
Hagney Architects LLC
4615 East State Street #206
Rockford, IL 61108
Phone: 815.397.3330
Fax: 815.397.0243

MECHANICAL/ELECTRICAL/PLUMBING ENGINEER
CS2Design Group
837 Oakton Street
Elk Grove Village, IL 60007
Phone: 847.981.1880
Fax: 847.981.1885

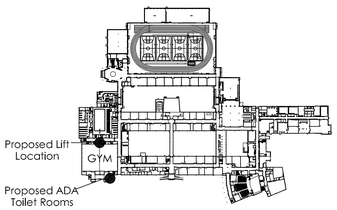


VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

DRAWING INDEX	
GENERAL	
G1.0.0	COVER SHEET, PROJECT TEAM, DRAWING INDEX
ARCHITECTURAL	
A1.0	LIFT- PLANS, ELEVATIONS, AND SECTIONS
A1.1	ADA TOILET ROOMS- PLANS, ELEVATIONS AND INFORMATION
A1.2	REFERENCE PHOTOS
MECHANICAL	
M1.1.0	PARTIAL FIRST FLOOR HVAC PLANS AND MECHANICAL SCHEDULES
M2.1	MECHANICAL SYMBOLS, ABBREVIATIONS AND DETAILS
ME1.0	MECHANICAL/ELECTRICAL COORDINATION NOTES AND DETIALS
ELECTRICAL	
E1.1.0	PARTIAL FIRST FLOOR ELECTRICAL PLAN- ADA TOILET ROOMS
E1.1.1	PARTIAL FIRST FLOOR ELECTRICAL PLAN- ADA LIFT
PLUMBING	
P1.1.0	PLUMBING FLOOR PLAN, DETAILS, NOTES, SPECIFICATION AND SCHEDULES



KEY PLAN

ISSUANCE

NO.	DATE	DESCRIPTION
1	08.31.15	ISSUED FOR BID AND PERMIT

HAGNEY ARCHITECTS
Architecture, Planning, & Interior Design
4615 E. State St. Suite 206
Rockford, Illinois 61108
P: 815.397.3330
F: 815.397.0243
E: Business@HagneyArchitects.com
www.HagneyArchitects.com

PROFESSIONAL SEAL

EXPIRATION DATE

DATE
DRAWN
CHECKED
APPROVED
PROFESSIONAL DESIGN FIRM IL # 184.005068

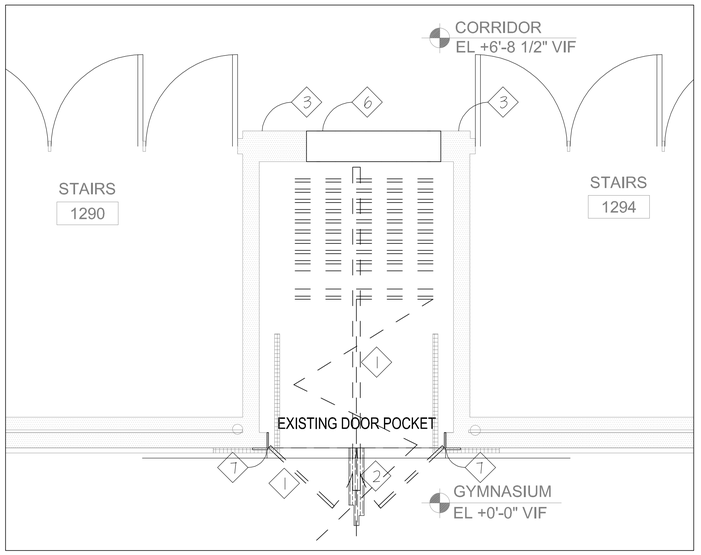
AUBURN HIGH SCHOOL- GYMNASIUM LIFT and ADA Toilet Rooms
ROCKFORD PUBLIC SCHOOL DISTRICT 205
5110 Auburn St
Rockford, IL 61101

COVER SHEET, PROJECT TEAM, DRAWING INDEX

SHEET NO.
G1.0

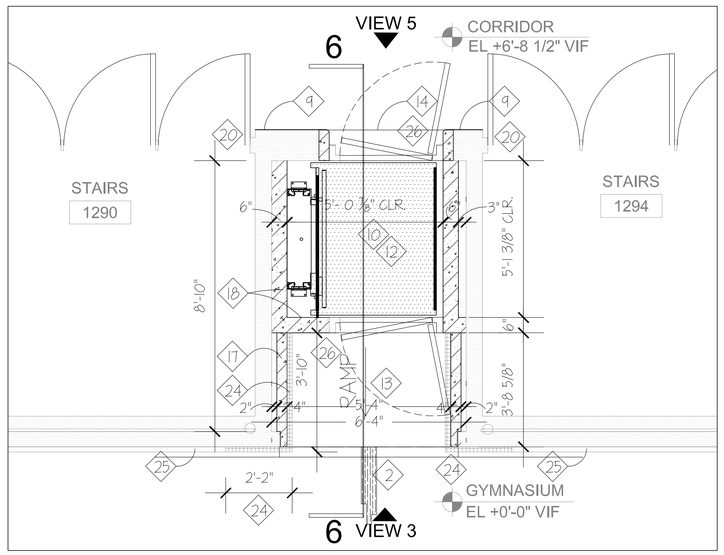
HAGNEY JOB NO. 1741-9

© 2015 Hagney Architects



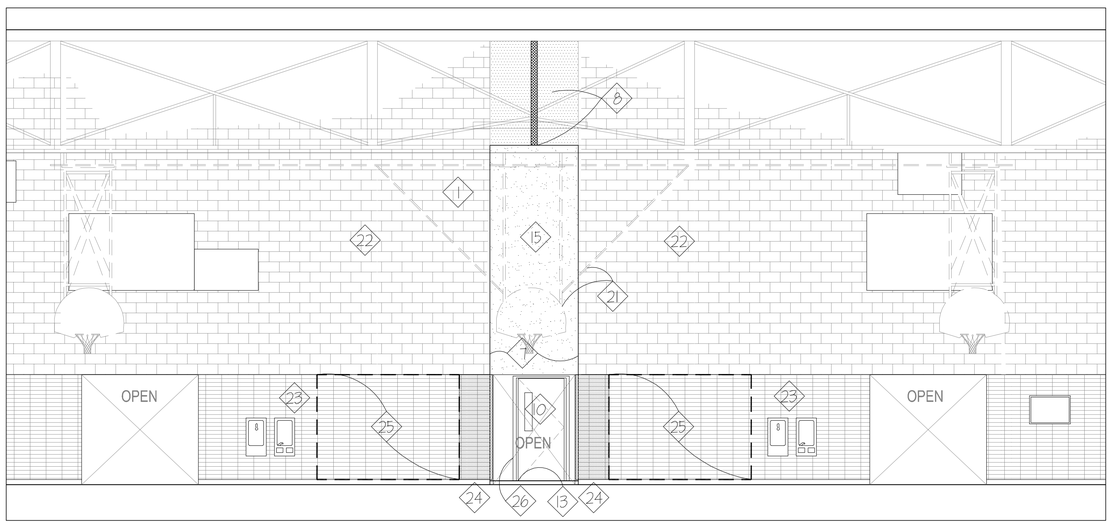
1 DEMO FLOOR PLAN

SCALE: 1/2" = 1'-0"



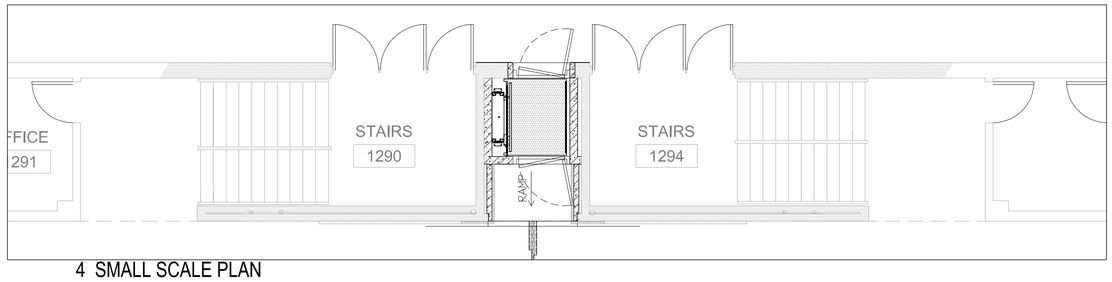
2 FLOOR PLAN

SCALE: 1/2" = 1'-0"



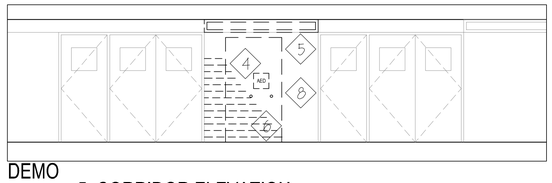
3 GYMNASIUM ELEVATION

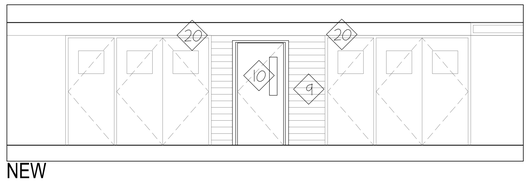
SCALE: 1/4" = 1'-0"



4 SMALL SCALE PLAN

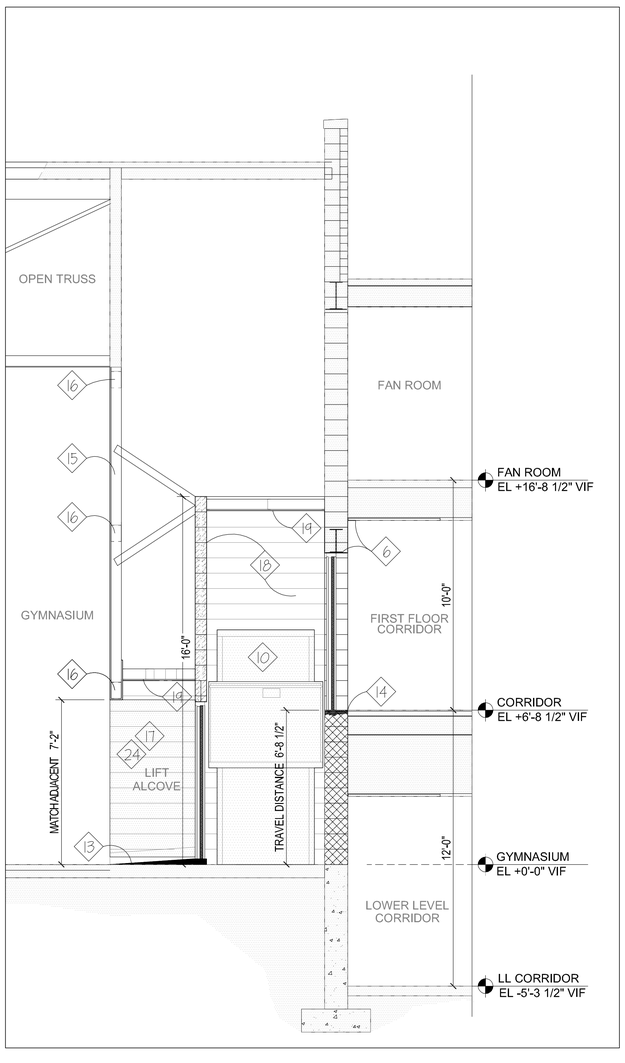
SCALE: 1/4" = 1'-0"





5 CORRIDOR ELEVATION

SCALE: 1/4" = 1'-0"



6 LIFT SECTION

SCALE: 3/8" = 1'-0"

GENERAL PROJECT NOTES

A. SEE SPECIFICATIONS.
B. FIELD VERIFY ALL CONDITIONS AND DIMENSIONS. REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO DEMOLITION/CONSTRUCTION
C. COORDINATE WORK ON THIS SHEET WITH CORRELATING AND ADJ. MEP/FP/STRUCT/RCP/ FLOOR FINISH, EQUIP. ETC. SCOPE. CONTRACTOR SHALL COORDINATE CURRENT SCOPE WITH SEPARATE CONTRACTS CONDUCTED ON SITE.
D. ORIGINAL SCHOOL CONSTRUCTION DOCUMENTS EXIST AND ARE AVAILABLE FOR REVIEW.
E. COORDINATE ITEMS TO BE SALVAGED FOR THE OWNER (DOORS, HARDWARE, SIGNS, CAMERAS ETC.)

KEY NOTES

X NOTE TYPICAL FOR THIS SHEET ONLY

1 REMOVE FOLDING DOOR SYSTEM AND POCKET DOORS

2 REMOVE FOLDING DOOR FLOOR TRACK- REPAIR/PATCH-IN WOOD FLOOR. FILL CONCRETE FLOOR. VERIFY FLOORING WOOD SPECIES AND FINISH.

3 REMOVE WALL CERAMIC TILE

4 REMOVE AND RELOCATE "DEFIBRILLATOR" UNIT /SIGNAGE AND WALL "BUMPERS"/STOP (VERIFY NEW LOCATION W/ARCH).

5 REMOVE WOOD TRIM/FRAME- PATCH WALL

6 EXISTING CMU WALL: CUT-IN OPENING FOR LIFT HM DOOR SYSTEM. INSTALL LINTEL W12X30 W/ ⅜" BOTT. PLATE. (REMOVE/RE-INSTALL EXISTING CEILING AS REQUIRED)

7 REPAIR/PATCH EXISTING CMU @ FOLDING DOOR JAMB LOCATION- PAINT

8 WOOD PANEL FACED GYM DIVIDER WALL/SUPPORT SOFFIT TO REMAIN

9 NEW CERAMIC WALL TILE- PREPARE WALL/INSTALL: DALTILE MODERN DIMENSIONS 4-1/4"X8 ½" FIELD TILE #0790 MATTE ARCTIC WHITE. INCLUDE BULLNOSE TRIM AT DOOR JAMBS

10 VERTICAL PLATFORM LIFT- TWO STOP W/HYDRAULIC DRIVE SYSTEM, 18SF MAX PLATFORM SIZE (LARGE), 6'-8 ½" TRAVEL DISTANCE,180° ENTRY/EXIT, 90MIN POWER OPERATED DOORS.(GARAVENTA LIFT- GENESIS SHAFTWAY, OR ARCHITECT APPROVED EQUAL.

12 VERIFY SHAFT CLEAR DIMENSIONS WITH LIFT MANUFACTURER

13 NEW RAMP- CONSTRUCT WITH TWO LAYERS OF ¾" EXTERIOR GRADE PLYWOOD OVER 2X WOOD SLEEPERS. SURFACE RAMP WITH SHEET RUBBER FLOORING: JOHNSONITE MICROTONE RUBBER HAMMERED SPECKLED TILE - COLOR LB8 VORTEX, OR ARCH APPROVED EQUAL. PROVIDE RESILIENT TRANSITION STRIP AND RESILIENT WALL BASE TO MATCH- VERIFY COLOR WITH ARCH.

14 PROVIDE RESILIENT THRESHOLD/TRANSITION AT NEW DOOR OPENING. VERIFY COLOR WITH ARCH

15 VENEER PLASTER SYSTEM/6" METAL STUD WALL INFILL @ 16" O.C., ⅝" ABUSE RESISTANT CEMENT BOARD. BRACE WALL BACK TO EXISTING WALL/NEW SHAFT WALL VERTICALLY 6' MAX. VERTICAL EXPANSION JOINT @ EXISTING WALL, TYP. LIGHT SAND-AGGREGATED FLOAT FINISH- PAINT

16 8" MTL STUD "BOX-BEAM"- ANCHOR TO EXISTING CMU (GROUT FILL CORE)

17 4" CMU (TO 8'-8"" AFF (8" ABOVE ACP CEILING)) - PAINT

18 6" CMU- GROUT - PAINT

19 MTL. STUD/VPS CEILING- SEE ELECTRICAL FOR CAN LIGHT FIXTURE INFORMATION.

20 PROVIDE AND INSTALL 90° DOOR STOP DEVICE ON EXISTING WOOD DOOR. RIXSON 9-336 SURFACE HEAVY DUTY OR ARCH APPROVED EQUAL. VERIFY COMPATIBILITY WITH EXISTING DOOR/HARDWARE (TWO LOCATIONS),

21 EXISTING BASKETBALL HOOPS- SHOWN FOR REFERENCE (TO REMAIN)

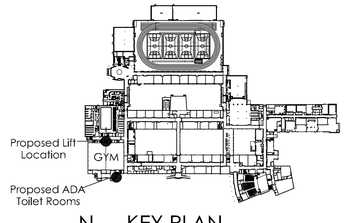
22 EXISTING CMU

23 EXISTING STRUCTURAL GLAZED TILE

24 WALL PADDING: 2" THICK X 6'-10" HIGH, "CLASS A" RATING Model No. 4130 Class "A" Fire Rated Neoprene Foam Wall Padding by Performance Sports Systems, Noblesville, IN.

25 REMOVE AND REINSTALL EXISTING WALL PAD SECTION

26 GENERAL CONTRACTOR'S AND LIFT SUPPLIERS RESPONSIBILITY TO COORDINATE THE R.O. REQUIRED FOR THE LIFT SUPPLIED DOOR/FRAME. DESIGN INTENT IS FOR FRAME TO BE INSTALLED IN MASONRY OPENING- WITH NO ADDED TRIM'S OR FILLERS.



NO.	DATE	DESCRIPTION
1	08.31.15	ISSUED FOR BID AND PERMIT

ISSUANCE

HAGNEY ARCHITECTS
Architecture, Planning, & Interior Design
4615 E. State St. Suite 206
Rockford, Illinois 61108
P: 815.397.3330
F: 815.397.0243
E: Business@HagneyArchitects.com
www.HagneyArchitects.com

PROFESSIONAL SEAL

EXPIRATION DATE

DATE
DRAWN
CHECKED
APPROVED

PROFESSIONAL DESIGN FIRM IL # 184-003366

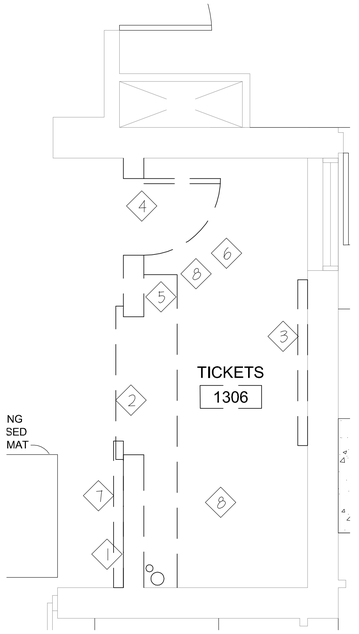
AUBURN HIGH SCHOOL- GYMNASIUM LIFT and ADA Toilet Rooms
ROCKFORD PUBLIC SCHOOL DISTRICT 205
5110 Auburn St
Rockford, IL 61101

LIFT - PLANS, ELEVATIONS AND SECTIONS

SHEET NO.
A1.0

HAGNEY JOB NO. 1741-9

© 2015 Hagney Architects

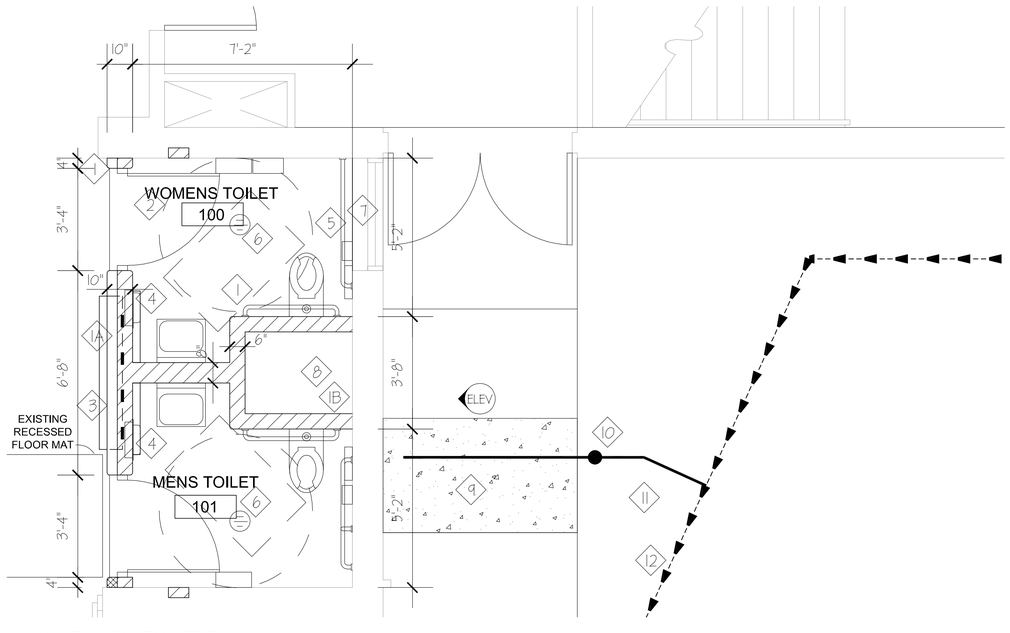


1 EXISTING TICKET BOOTH DEMOLITION

SCALE: 1/2" = 1'-0"

DEMOLITION PLAN KEY NOTES

- X — NOTE TYPICAL FOR THIS PLAN VIEW ONLY
- 1 — REMOVE MASONRY WALL
- 2 — REMOVE COILING DOOR
- 3 — REMOVE CABINET UNIT HEATER AND PIPING
- 4 — REMOVE DOOR AND FRAME
- 5 — REMOVE COUNTER AND CASEWORK
- 6 — REMOVE ALL HARD CEILING AND LIGHT FIXTURES
- 7 — REMOVE AND RELOCATE ELECTRIC CABINET UNIT HEATER
- 8 — REMOVE TERRAZZO FLOORING/SLAB AS REQUIRED (COORD W/ MEP)



2 NEW ADA TOILET PLAN

SCALE: 1/2" = 1'-0"

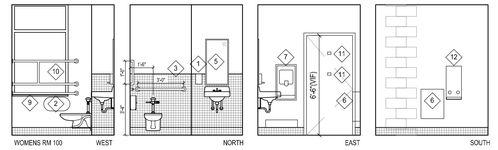
FLOOR PLAN KEY NOTES

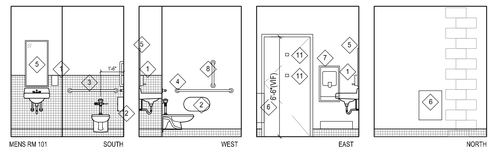
- X — NOTE TYPICAL FOR THIS PLAN VIEW ONLY
- 1A — 4" STRUCTURAL CLAY TILE (LOBBY FACE UP 6'-8"/CMU ABOVE) W/8" CMU (INSIDE FACE- PAINT) (10" TOTAL THICKNESS). EXTEND WALL TO STRUCTURE ABOVE (11'+/- AFF)
- 1B — MASONRY WALL- PAINT
- 2 — PROVIDE AND INSTALL 3'-0"x 6'-6" WD DOOR AND HM FRAME HARDWARE SET #1

Provide each SGL door(s) with the following:

3EA	HINGE	T4A3786 4.5" X 4.5"	652	MCK
1EA	PRIVACY LOCK	49-0265	626	SAR
1EA	DEADLOCK	20-82	626	SAR
1EA	HOOK PLATE	9400 10" X 2" LDW	630	IVE
1EA	WALL STOP	WS406CVX	630	IVE
1 SET	DOOR SILENCER	RUBBER GJG4		GJ

- 3 — RELOCATED LOBBY SIDE CABINET UNIT HEATER (CUH)
- 4 — ELECTRIC HAND DRYER- SEE TOILET ACCESSORY SCHEDULE AND ELECTRICAL
- 5 — PROVIDE CUSTOM GRAB BARS- HORIZONTAL AND VERTICAL. SEE SCHEDULE.
- 6 — INSTALL NEW FLOOR DRAIN (SLOPE SLAB TO DRAIN)
- 7 — INSTALL "SANDBLAST" PATTERN VINYL WINDOW FILM
- 8 — SEE MEP DRAWINGS FOR DESIGN INTENT ON PENETRATING THE EXISTING BUILDING FOUNDATION, MASONRY WALL, FLOOR STRUCTURE AND ROOF STRUCTURE FOR SANITARY CONNECTION, EXHAUST DUCTWORK WALL LOUVER AND PLUMBING VENTING. INCLUDE PROVISIONS FOR CUTTING, PATCHING, ETC AT THESE LOCATIONS.
- 9 — REPLACE AREA OF CONC WALK AS REQUIRED FOR THE INSTALLATION/CONNECTION TO EXISTING SANITARY LINE
- 10 — PROVIDE SANITARY CLEANOUT, WITH THREADED PLUG/COVER AND CONCRETE COLLAR
- 11 — PRIOR TO CONNECTION TO EXISTING SANITARY, CONTRACTOR TO VERIFY INVERT/ELEVATION TO DETERMINE CONNECTION TYPE
- 12 — EXISTING 8" SANITARY SEWER





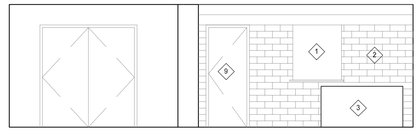
3 TOILET ELEVATIONS

SCALE: 1/4" = 1'-0"

TOILET ACCESSORY SCHEDULE

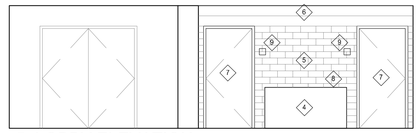
MARK	DESCRIPTION	MODEL	WOMEN 100	MEN 101
1	SOAP DISPENSER	6562	1	1
2	TOILET TISSUE DISPENSER	BY OWNER	-	-
3	36" GRAB BAR	8120-00136	1	1
4	42" GRAB BAR	8120-00142	-	1
5	24" W X 36" H MIRROR	780-2436	1	1
6	SURFACE MOUNT WASTE RECEPT.	3565	1	1
7	XLERATOR HAND DRYER W/ADA RECESS KIT	XL-C/40502 KIT	1	1
8	18" GRAB BAR	8120-00118	1	1
9	42" GRAB BAR- SS CUSTOM WALL MOUNT	CUSTOM	1	-
10	18" VERT GRAB BAR- SS CUSTOM MOUNT WALL MOUNT	CUSTOM	1	-
11	COAT HOOK (@ 60" AND 48" AFF)	9118	2	2
12	NAPKIN/TAMPON VENDOR	B-2706	1	-

NOTES:
1. BRADLEY MODEL NUMBERS ARE LISTED. SEE SPECIFICATIONS FOR OTHER ACCEPTABLE MANUFACTURERS
2. IF MOUNTING DIMS ARE NOT SPECIFICALLY SHOWN ON DWGS, MOUNT PER APPLICABLE ACCESSIBILITY CODES.



4 EXISTING LOBBY ELEVATION

SCALE: 1/4" = 1'-0"

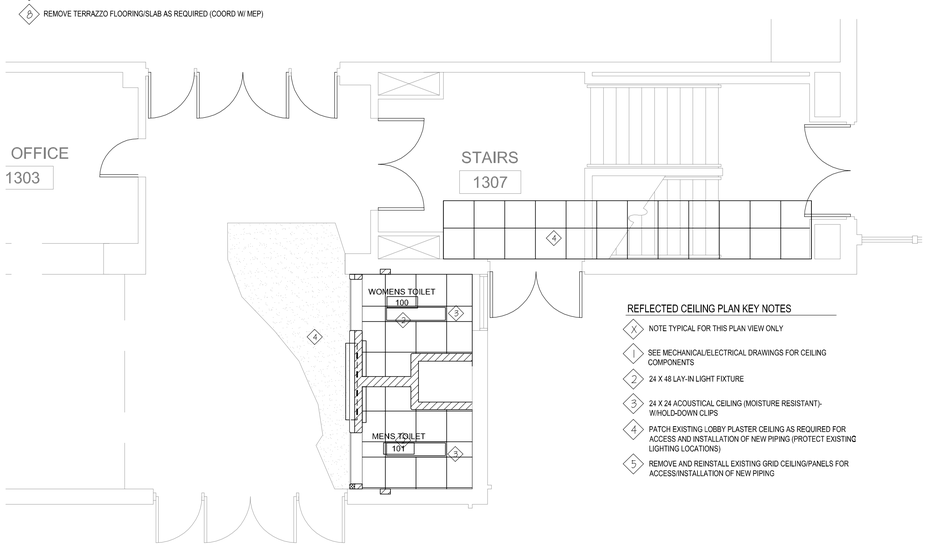


5 LOBBY ELEVATION

SCALE: 1/4" = 1'-0"

LOBBY ELEVATION NOTES

- X — NOTE TYPICAL FOR THIS ELEVATION VIEW ONLY
- 1 — EXISTING COILING COUNTER DOOR- REMOVE/SALVAGE
- 2 — EXISTING STRUCTURAL CLAY TILE WALL (SCT)-DEMO
- 3 — EXISTING ELEC CUH- REMOVE/SALVAGE- TO BE RELOCATED
- 4 — EXISTING ELEC CUH- NEW LOCATION
- 5 — STRUCTURAL CLAY TILE WALL- MATCH EXISTING COURSING TIES @ 16" VERT (SCT/CMU)
- 6 — CMU WALL- MATCH EXISTING COURSING (PAINT TO MATCH EXISTING ACCENT STRIPING)
- 7 — WOOD DOOR (3'-0" X 6'-6") AND HM FRAME (PAINT, 6'-8")- MATCH EXISTING SIZE/VIF
- 8 — LINTEL- BOND BEAM: 2:#5 BARS, 2 COURSES/16" HIGH- GROUT SOLID (@ SCT AND CMU WYTHES)
- 9 — ROOM SIGNAGE BY OWNER

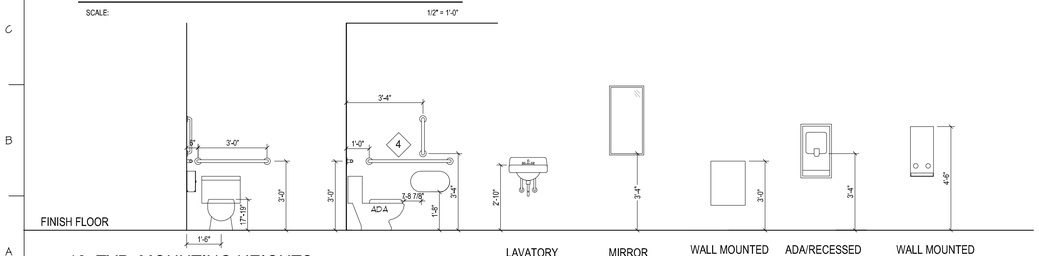


REFLECTED CEILING PLAN KEY NOTES

- X — NOTE TYPICAL FOR THIS PLAN VIEW ONLY
- 1 — SEE MECHANICAL/ELECTRICAL DRAWINGS FOR CEILING COMPONENTS
- 2 — 24 X 48 LAY-IN LIGHT FIXTURE
- 3 — 24 X 24 ACOUSTICAL CEILING (MOISTURE RESISTANT)- W/HOLD-DOWN CLIPS
- 4 — PATCH EXISTING LOBBY PLASTER CEILING AS REQUIRED FOR ACCESS AND INSTALLATION OF NEW PIPING (PROTECT EXISTING LIGHTING LOCATIONS)
- 5 — REMOVE AND REINSTALL EXISTING GRID CEILING/PANELS FOR ACCESS/INSTALLATION OF NEW PIPING

6 NEW ADA TOILET - REFLECTED CELING PLAN

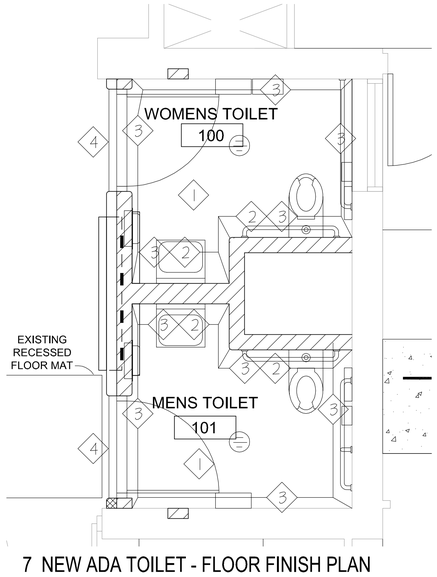
SCALE: 1/2" = 1'-0"



10 TYP. MOUNTING HEIGHTS

SCALE: 3/8" = 1'-0"

LAVATORY	MIRROR	WALL MOUNTED TRASH	ADA/RECESSED HAND DRYER	WALL MOUNTED NAPKIN/TAMPON VENDOR
A SINK MUST BE 34" OR LESS AFF THE APRON MUST BE MORE THAN 27" AFF	THE BOTTOM OF A REFLECTIVE MIRROR SURFACE MUST BE LESS THAN OR EQUAL TO 40" AFF	RECEPTACLES, AND DISPENSERS MUST BE BETWEEN 9" AND 54" AFF	BLOWER 41" AFF	54" TO TOP AFF



7 NEW ADA TOILET - FLOOR FINISH PLAN

SCALE: 1/2" = 1'-0"

FINISH PLAN KEY NOTES

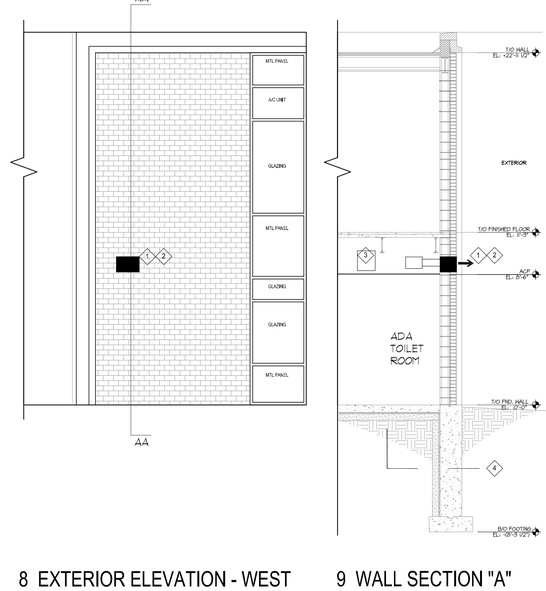
- X — NOTE TYPICAL FOR THIS PLAN VIEW ONLY
- 1 — PREPARE SLAB/ INSTALL CERAMIC FLOOR MOSAIC TILE
- 2 — INSTALL CERAMIC WALL TILE UP TO 4'-0" (W/SANITARY COVE BASE) 6" MOSAIC CT BASE, TYP., @ ALL WALLS. SEE BELOW

FLOOR/ 6" BASE: DALTILE - KEYSTONES, URBAN PUTTY SPECKLE (D201)
WALL: AMERICAN OLEAN - MUSHROOM #0041

- 3 — PAINT ALL WALLS/(EXIST CEILING PATCH) WITHIN CONSTRUCTION AREA.

SHERWIN WILLIAMS (OR EQUAL)
WALLS: Above the wall tile (walmsoft), SW6321
Other walls. SW7038
HM FRAMES: BLACK
LOBBY STRIPES: TOP TWO CMU COURSES (RED AND BLACK- MATCH EXIST)

- 4 — LOW PROFILE STONE THRESHOLD



8 EXTERIOR ELEVATION - WEST

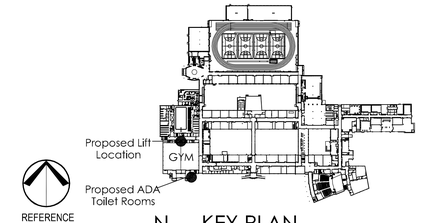
SCALE: 1/4" = 1'-0"

WALLS SECTION AND EXTERIOR ELEVATION NOTES

- X — NOTE TYPICAL FOR THIS ELEVATION VIEW ONLY
- 1 — MECHANICAL EXHAUST LOUVER- SEE MEP. (VERIFY LOUVER COLOR)
- 2 — LINTEL: (3) 5X3 ½"X5/16" ANGLES W5/16" BOTT PLATE
- 3 — ELECTRIC WATER HEATER- SEE PLUMBING/ELEC
- 4 — SANITARY CONNECTION- SEE PLUMBING/CONNECT TO EXISTING SANITARY

9 WALL SECTION "A"

SCALE: 3/8" = 1'-0"



NO	DESCRIPTION	DATE
1	ISSUED FOR BID AND PERMIT	08.31.15

ISSUANCE

HAGNEY ARCHITECTS
Architecture, Planning, & Interior Design
4615 E. State St. Suite 206
Rockford, Illinois 61108
P: 815.397.3330
F: 815.397.0243
E: Business@HagneyArchitects.com
www.HagneyArchitects.com

PROFESSIONAL SEAL

EXPIRATION DATE

DATE
DRAWN
CHECKED
APPROVED

PROFESSIONAL DESIGN FIRM
IL # 184-002368

AUBURN HIGH SCHOOL- GYMNASIUM LIFT and ADA Toilet Rooms
ROCKFORD PUBLIC SCHOOL DISTRICT 205
5110 Auburn St
Rockford, IL 61101

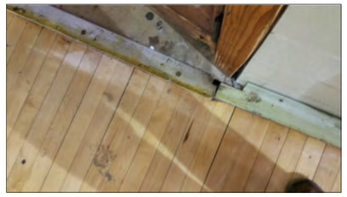
ADA TOILETS

SHEET NO.
A1.1

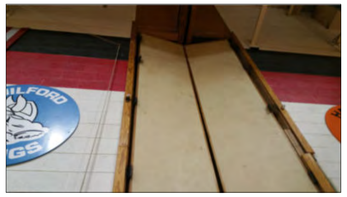
HAGNEY JOB NO. 1741-9

© 2015 Hagney Architects

REFERENCE PHOTO 1

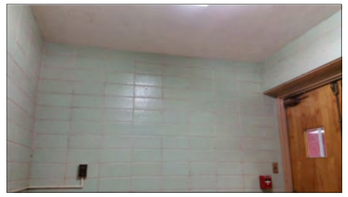


REFERENCE PHOTO 2



REFERENCE PHOTO 3

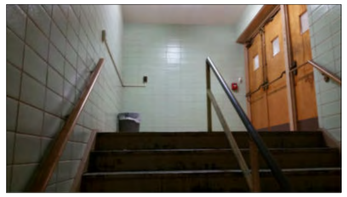
REFERENCE PHOTO 4



REFERENCE PHOTO 5

REFERENCE PHOTO 6

REFERENCE PHOTO 7

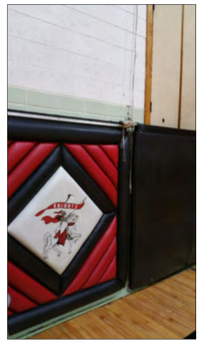


REFERENCE PHOTO 8

REFERENCE PHOTO 9

REFERENCE PHOTO 10

REFERENCE PHOTO 11

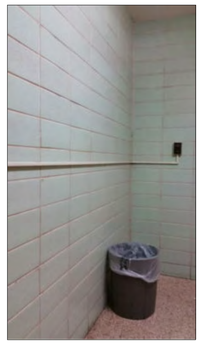


REFERENCE PHOTO 12

REFERENCE PHOTO 13

REFERENCE PHOTO 15

REFERENCE PHOTO 16

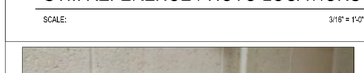


REFERENCE PHOTO 14

REFERENCE PHOTO 19

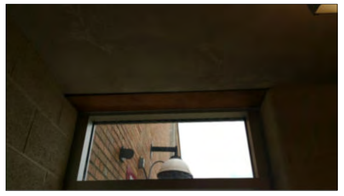
REFERENCE PHOTO 17

REFERENCE PHOTO 18



REFERENCE PHOTO 21

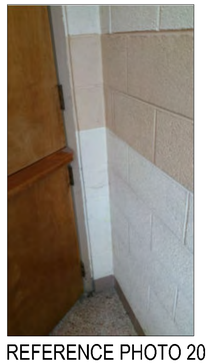
REFERENCE PHOTO 22



REFERENCE PHOTO 23

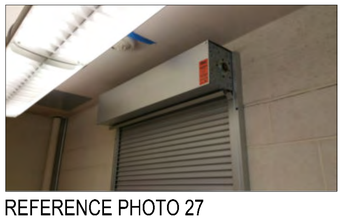
REFERENCE PHOTO 24

REFERENCE PHOTO 25

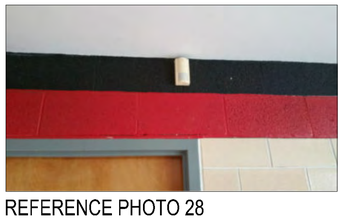


REFERENCE PHOTO 20

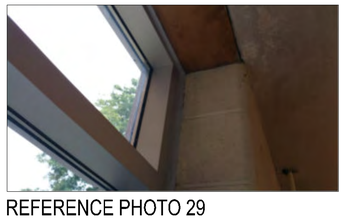
REFERENCE PHOTO 26



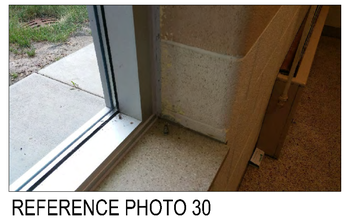
REFERENCE PHOTO 27



REFERENCE PHOTO 28

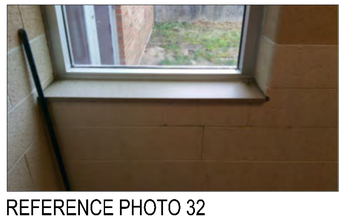


REFERENCE PHOTO 29

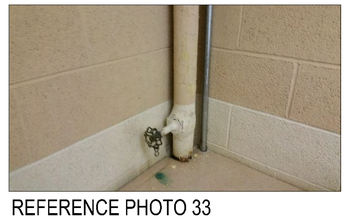


REFERENCE PHOTO 30

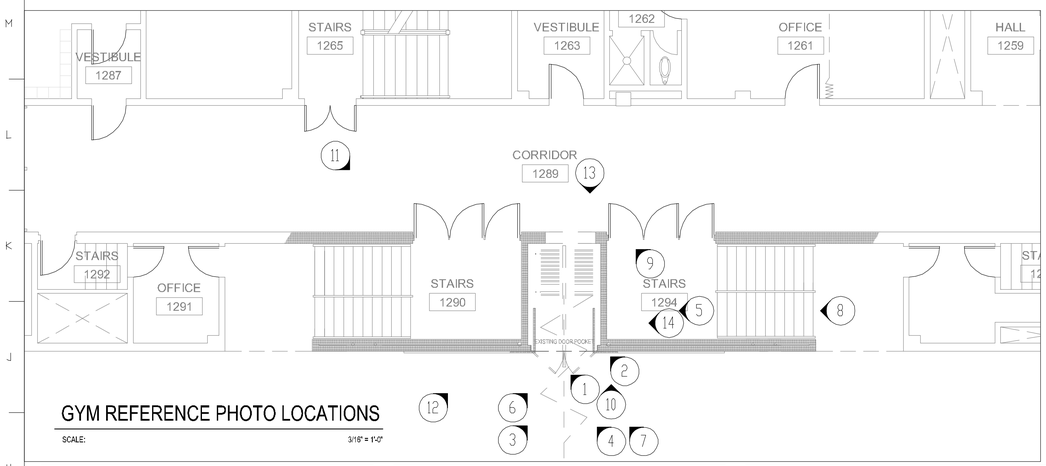
REFERENCE PHOTO 31



REFERENCE PHOTO 32



REFERENCE PHOTO 33

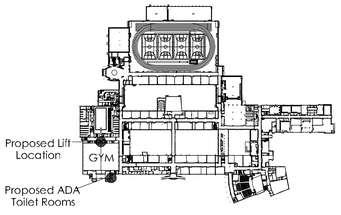


GYM REFERENCE PHOTO LOCATIONS

SCALE: 3/16" = 1'-0"

TOILET REFERENCE PHOTO LOCATIONS

SCALE: 3/16" = 1'-0"



KEY PLAN

NO.	DATE	DESCRIPTION
1	08.31.15	ISSUED FOR BID AND PERMIT

ISSUANCE

HAGNEY ARCHITECTS

Architecture, Planning, & Interior Design
4615 E. State St. Suite 206
Rockford, Illinois 61108
P: 815.397.3330
F: 815.397.0243
E: Business@HagneyArchitects.com
www.HagneyArchitects.com

PROFESSIONAL SEAL

EXPIRATION DATE

DATE
DRAWN
CHECKED
APPROVED

PROFESSIONAL DESIGN FIRM
IL # 184-002668

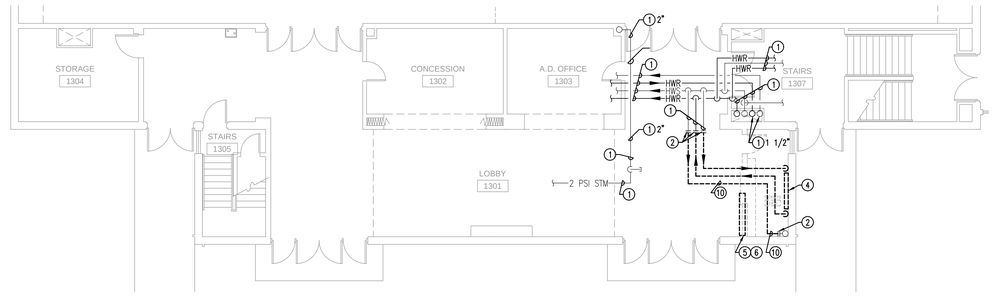
AUBURN HIGH SCHOOL- GYMNASIUM LIFT and ADA Toilet Rooms
ROCKFORD PUBLIC SCHOOL DISTRICT 205
5110 Auburn St
Rockford, IL 61101

REFERENCE PHOTOS

SHEET NO.
A1.2

HAGNEY JOB NO. 1741-9

© 2015 Hagney Architects



J10 PARTIAL FIRST FLOOR HVAC DEMOLITION PLAN - TOILET ROOMS

SCALE: 1/8"=1'-0"

1. EXISTING PIPING AND VALVING TO REMAIN.
2. NEW CONNECTION TO BE MADE AT THIS LOCATION. REMOVE ALL PIPING, VALVING, HANGERS, INSULATION, ETC. SHOWN DASHED BEYOND THIS POINT.
3. EXHAUST FAN SHALL BE CONTROLLED BY BAS. COORDINATE EXHAUST FAN CONTROL WITH CONTROL CONTRACTOR.
4. REMOVE CONVECTOR AND ALL ASSOCIATED PIPING, VALVING AND CONTROLS.
5. REMOVE AND RELOCATE EXISTING ELECTRIC CABINET UNIT HEATER AND EXTEND ALL ASSOCIATED ELECTRICAL WIRING AND CONTROL WIRING TO NEW LOCATION.
6. REMOVE ALL STEAM PIPING, VALVING, HANGERS, INSULATION, ETC. REMAINING FROM PREVIOUS STEAM CABINET UNIT HEATER AND CAP AT MAIN AS REQUIRED TO CLEAR NEW PIPING AND EQUIPMENT. REMOVE STEAM CONDENSATE PIPE AND CAP BELOW FLOOR IF ANY REMAINING CONDENSATE PIPING ABOVE FLOOR.
7. NEW LOCATION OF EXISTING RELOCATED ELECTRIC CABINET UNIT HEATER.
8. 3/4" HWS&R CONNECT TO CONVECTOR.
9. MAKE NEW CONNECTION TO EXISTING PIPING AT THIS LOCATION.
10. RELOCATE EXISTING PIPING AS REQUIRED TO CLEAR NEW DUCTWORK OR HVAC EQUIPMENT. FIELD VERIFY EXACT RELOCATED PIPING LOCATION.

N21 DRAWING NOTES

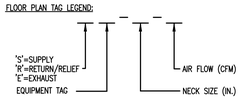
N.T.S.

DIFFUSER, GRILLE AND REGISTER SCHEDULE

EQUIPMENT TAG	MANUFACTURER	MODEL	TYPE	NOMINAL FACE SIZE	MATERIAL	MAX. N.C.	NOTES
A	TITUS	350RL	35° DEFLECTION GRILLE	VARIES	STEEL	30	1,2,3,4

SCHEDULE NOTES:
1. OTHER ACCEPTABLE MANUFACTURERS: CARNES, PRICE, METAL AIRE
2. COORDINATE FRAME/BORDER TYPE WITH CEILING TYPE.
3. FINISH AS SELECTED BY ARCHITECT
4. PROVIDE WITH OPPOSED BLADE DAMPER.

FLOOR PLAN TAG LEGEND:



EXHAUST FAN SCHEDULE

EQUIPMENT TAG	LOCATION	AREA SERVED	MANUFACTURER	MODEL	TYPE	DRIVE	MIN. WHEEL DIA. (IN.)	CFM	SP (IN.)	FAN RPM	WATTS	MOTOR				NOTES
												INPUT WATTS	RPM	PHASE	VOLT	
EF-1	TOILET 101	TOILET 100/101	GREENHECK	CSP-A250	INLINE CABINET FAN	DIRECT	--	200	0.5	1000	82.7	82.7	--	1	120	1-6

NOTES:
1. OTHER ACCEPTABLE MANUFACTURERS: CARNES, COOK, PENN.
2. GRAVITY BACKDRAFT DAMPER.
3. DISCONNECT SWITCH.
4. NEOPRENE VIBRATION ISOLATION HANGING KIT.
5. SOLID STATE SPEED CONTROL.
6. MOTOR WITH THERMAL OVERLOAD.

WALL LOUVER SCHEDULE

EQUIPMENT TAG	LOCATION	SERVICE	MANUFACTURER	MODEL	TYPE	SIZE (W x H x D)	MIN. FREE AREA (SQ.FT.)	CFM	FREE AREA VELOCITY (FPM)	P.D. (IN. H_2O)	WATER PENETRATION VELOCITY (FPM)	NOTES
WL-1	TOILET -	EF-1	RUSKIN	EME5200D	ALUMINUM WIND-DRIVEN RAIN RESISTANT DOUBLE DRAINABLE	18"x12"x5"	0.39	200	513	0.01	1250	1,2,3,4,5

NOTES:
1. OTHER ACCEPTABLE MANUFACTURERS: WATER PENETRATION VELOCITY SHALL BE BASED ON WIND DRIVEN RAIN TESTING METHOD WITH A 99% EFFECTIVENESS RATIO ON A 48"x48" LOUVER.
2. COLOR & FINISH TO BE SELECTED BY ARCHITECT.
4. LOUVER TO FIT ARCHITECTURAL WALL OPENING. VERIFY EXACT SIZE PRIOR TO FABRICATION.
5. PROVIDE BIRDSCREEN.

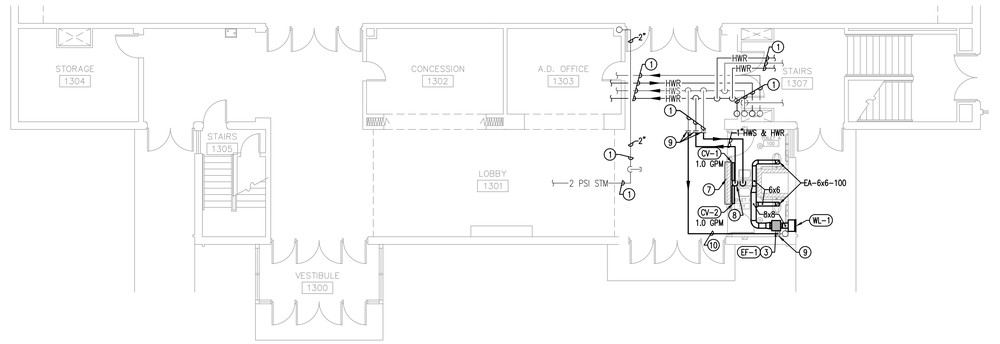
CONVECTOR SCHEDULE

EQUIPMENT TAG	LOCATION	MANUFACTURER	MODEL	TYPE	HEATING COIL						CABINET		CABINET DIMENSIONS (IN.)					NOTES
					MBH	GPM	W. PRESS. DROP (FT)	EWT (F°)	EAT (F°)	COIL CONN.	MOUNTING	ARRANGE.	LENGTH	HEIGHT	DEPTH	PROJECTION	MOUNTING HEIGHT	
CV-1	TOILET -	RITTLING	SL-18-28-04	SLOP TOP WALL MOUNTED	2.8	1.0	0.3	180.0	65.0	LEFT	WALL	TOP OUT, BOTT. RET.	28	18	4	-	8"	1
CV-2	TOILET -	RITTLING	SL-18-28-04	SLOP TOP WALL MOUNTED	2.8	1.0	0.3	180.0	65.0	LEFT	WALL	TOP OUT, BOTT. RET.	28	18	4	-	8"	1

NOTES:
1. OTHER ACCEPTABLE MANUFACTURERS: VULCAN, TRANE, STERLING.
2. COLOR TO BE SELECTED BY ARCHITECT.
3. PROVIDE HEX HEAD LIMITED ACCESS FASTENERS.

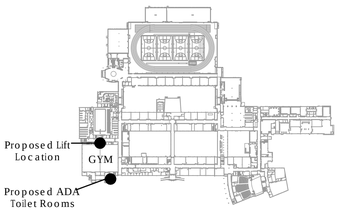
A1 MECHANICAL SCHEDULES

N.T.S.



E10 PARTIAL FIRST FLOOR HVAC PLAN - TOILET ROOMS

SCALE: 1/8"=1'-0"



N KEY PLAN

A21 KEY PLAN

N.T.S.

ISSUANCE NO.	DATE	DESCRIPTION
1	08.31.15	ISSUED FOR BID AND PERMIT

HAGNEY ARCHITECTS LLC

CS2 DESIGN GROUP LLC
837 Oakton Street
Elk Grove, IL 60007
Phone: 847.981.1585
Fax: 847.981.1585
www.cs2designgroup.com

PROFESSIONAL SEAL

EXPIRATION DATE

DATE	DRAWN	CHECKED	APPROVED
5-27-2015	CS2	CS2	CS2

AUBURN HIGH SCHOOL- GYMNASIUM LIFT and ADA Toilet Rooms
ROCKFORD PUBLIC SCHOOL DISTRICT 205
5110 Auburn St
Rockford, IL 61101

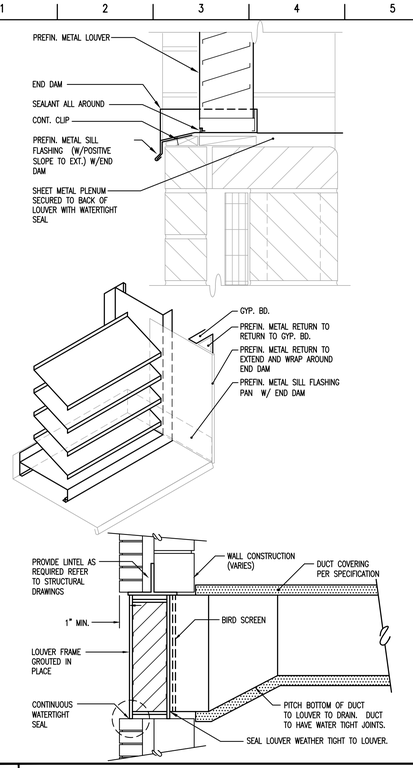
PARTIAL FIRST FLOOR HVAC PLANS, AND MECHANICAL SCHEDULES

SHEET NO.

AHS-M1.1.0

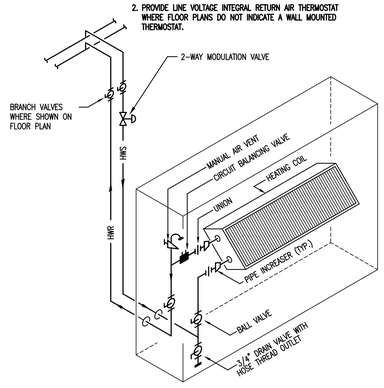
COPYRIGHT © 2014
CS2 Design Group, LLC

FILE: F:\788-A-2\HVAC\788A2 AHS-M1.1.0.DWG SAVED BY: MCASTRO DATE: 9/1/2015 TIME: 11:56 AM



K1 DUCT CONNECTION TO WALL LOUVER DETAIL

N.T.S.



K6 CONVECTOR PIPING DETAIL

N.T.S.

BHP	BRAKE HORSE POWER	HP	HORSEPOWER		GATE VALVE
BTU	BRITISH THERMAL UNIT	HWR	HOT WATER RETURN		CHECK VALVE
BTUH	BRITISH THERMAL UNIT PER HOUR	HWS	HOT WATER SUPPLY		BALL VALVE (2" & SMALLER) BUTTERFLY VALVE (2 1/2" & LARGER)
C	COMMON	LAT	LEAVING AIR TEMPERATURE		2 WAY CONTROL VALVE
CFM	CUBIC FEET PER MINUTE	LWT	LEAVING WATER TEMPERATURE		CIRCUIT BALANCING VALVE W/BALANCING PORTS (4" AND UNDER) CIRCUIT FLOW INDICATOR W/BALANCING PORTS AND MEMORY STOP BUTTERFLY VALVE FOR BALANCING (5" AND ABOVE)
CUH	CABINET UNIT HEATER	MCA	MINIMUM CIRCUIT AMPS		NEEDLE VALVE
CV	CONVECTOR	NK	NECK	S	SOLENOID VALVE
DN.	DOWN	N.C.	NORMALLY CLOSED	DRN	DRAIN VALVE WITH HOSE THREADED OUTLET AND CAP
EAT	ENTERING AIR TEMPERATURE	N.O.	NORMALLY OPEN		PIPE FLEXIBLE CONNECTION
EF	EXHAUST FAN	PD	PRESSURE DROP		PIPE UNION (OR FLANGES IF 2 1/2" OR LARGER PIPE)
ESP	EXTERNAL STATIC PRESSURE	PH	PHASE		THERMOMETER (WITH PIPE WELL)
EWT	ENTERING WATER TEMPERATURE	PSI	POUNDS PER SQUARE INCH		TEMPERATURE WELL
F	FAHRENHEIT	RPM	REVOLUTIONS PER MINUTE		TEMPERATURE WELL WITH DDC SENSOR
FID	FIRE DAMPER	SP	STATIC PRESSURE		PRESSURE WELL WITH DDC SENSOR
FPF	FINS PER FOOT	TSP	TOTAL STATIC PRESSURE		PRESSURE/TEMPERATURE PLUG WITH CAP
FPM	FEET PER MINUTE	TYP.	TYPICAL		STRAINER
FV	FACE VELOCITY	VD	VOLUME DAMPER		STRAINER WITH BLOWDOWN VALVE
GPM	GALLONS PER MINUTE	WB	WET BULB		DIRECTION OF FLOW
		W.C.	WATER COLUMN	PITCH	PITCH OF PIPE (DOWN)
		WG	WATER GAUGE		PIPE ELBOW (TURNED UP)
HWS	LOW TEMPERATURE (HEATING) HOT WATER SUPPLY (UP TO 250°F)				PIPE ELBOW (TURNED DOWN)
HWR	LOW TEMPERATURE (HEATING) HOT WATER RETURN (UP TO 250°F)				PIPE TEE DOWN (DROP)
					PIPE TEE UP
					PIPE TEE UP OR ANGLE
					PIPE TEE DOWN OR ANGLE

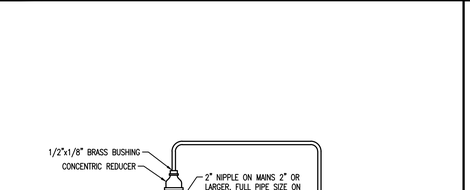
	FLEXIBLE DUCT CONNECTION
	MANUAL SINGLE BLADE OR OPPOSED BLADE DAMPER
	MOTOR OPERATED DAMPER
FID	VERTICAL FIRE DAMPER WITH ACCESS DOOR
	AIR FLOW
12x24	DUCT SIZE FREE AREA (1ST FIGURE, SIDE OF DUCT SHOWN)
	CROSS-SECTION OF SUPPLY OR OUTSIDE AIR INTAKE DUCT
	CROSS-SECTION OF RETURN OR EXHAUST DUCT
R D	INCLINED RISE (R) OR DROP (D)
	90° ELBOW WITH TURNING VANES
	90° BRANCH TAKE-OFF W/45 DEGREE ENTRY
	ROUND FLEXIBLE DUCT
	SQUARE OR RECTANGLE DUCT TRANSITION
	SQUARE OR RECTANGLE TO ROUND DUCT TRANSITION
	DUCT UP TO ROOF MOUNTED EXHAUST FAN OR VENTILATOR
XXX-1	EQUIPMENT TAG
Ø	ROUND

BIDDING NOTE

SEE DRAWING ME1.0 FOR GENERAL NOTES, HVAC/PLUMBING/ELECTRICAL COORDINATION SCHEDULE, AND ADDITIONAL DETAILS APPLICABLE TO THIS TRADE'S WORK.

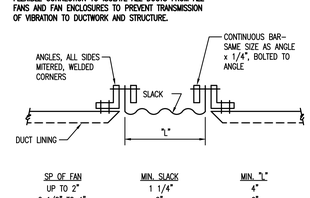
K11 MECHANICAL SYMBOLS AND ABBREVIATIONS

N.T.S.



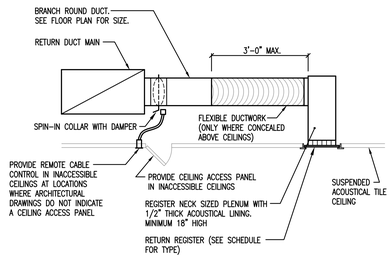
E1 AIR VENT AT HIGH POINTS OF MAINS DETAIL

N.T.S.



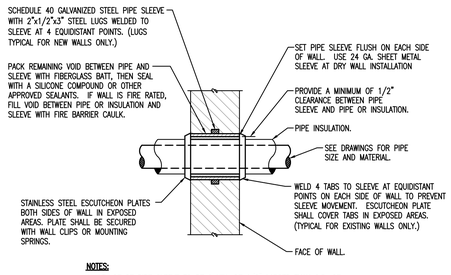
E6 FLEXIBLE CONNECTION DETAIL

N.T.S.



E11 RETURN/EXHAUST REGISTER INSTALLATION DETAIL

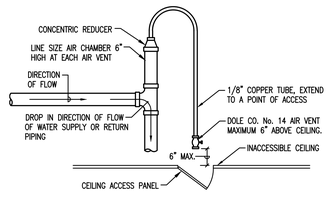
N.T.S.



NOTES:
1. I.D. OF OF PIPE SLEEVE TO BE A MIN. OF 1/2" LARGER THAN O.D. OF PIPE OR INSULATION PASSING THROUGH WALL.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THEIR SLEEVES WITH OTHER TRADES AND/OR CONTRACTORS.
3. PIPE SLEEVES THRU SMOKE OR FIRE WALLS SHALL BE IN COMPLIANCE WITH NFPA-90A.

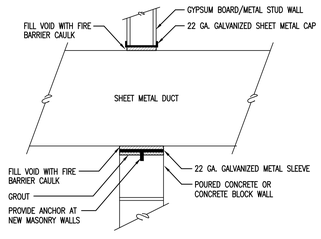
A1 PIPE SLEEVE THRU INTERIOR WALL DETAIL

N.T.S.



A6 MANUAL AIR VENT DETAIL

N.T.S.



A11 DUCT SLEEVE THRU INTERIOR WALL DETAIL

N.T.S.

1. CONTRACTORS SHALL SUBMIT COMPLETE COORDINATED FLOOR PLAN SHOP DRAWINGS OF HIS PROPOSED WORK INSTALLATION (1/4 INCH MINIMUM SCALE) FOR REVIEW BY ARCHITECT/ ENGINEER/OWNER. "COORDINATED" MEANS WITH WORK OF ALL OTHER TRADES INCLUDING EXISTING AND PROPOSED FEATURES OF THE GENERAL BUILDING CONSTRUCTION AND OTHER TRADE'S WORK.
2. NOISE AND VIBRATION WILL NOT BE TOLERATED. CONTRACTOR SHALL BID ON FURNISHING EVERY DETAIL TO ASSURE THIS END.
3. PATCH AND REFINISH ALL DAMAGED INSULATED SURFACES OF ALL EXISTING DUCTWORK, PIPING AND ASSOCIATED FITTINGS TO MATCH EXISTING WHERE NEW CONNECTIONS ARE BEING MADE.
4. CONTRACTORS SHALL PROVIDE A ONE YEAR WARRANTY ON ALL MATERIALS, EQUIPMENT AND LABOR FROM DATE OF SUBSTANTIAL COMPLETION OF WORK.
5. THE LOCATIONS SHOWN FOR ALL DIFFUSERS, REGISTERS AND GRILLES, ETC. ARE DIAGRAMMATIC. EXACT LOCATION SHALL BE DETERMINED FROM THE REFLECTED CEILING PLANS AND/OR ON THE JOB SITE BY THE ARCHITECT/ENGINEER REPRESENTATIVES.
6. ALL EXHAUST DUCTWORK SHALL BE GALVANIZED SHEET METAL WITH SEALED JOINTS CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH CURRENT SMACNA MANUAL. SIZES SHOWN ARE INSIDE FACE TO INSIDE FACE.
7. THE GAUGES OF IRON FOR DUCTS AND CASINGS AND SIZE OF STRUCTURAL REINFORCING ANGLES FOR DUCTS AND CASING SHALL BE SUCH AS TO PROVIDE ABSOLUTELY AIR TIGHT CONSTRUCTION FREE FROM PULSATION, DEFORMATION, OR VIBRATION AT NORMAL OPERATING PRESSURES.
8. EXHAUST DUCTWORK BETWEEN THE LOUVER AND THE DAMPER SHALL BE EXTERNALLY INSULATED WITH 1 1/2" FIBERGLASS INSULATION WITH ALL SERVICE JACKET.
9. PROVIDE MANUAL VOLUME DAMPERS AT EACH BRANCH DUCT TAKEOFF. PROVIDE TURNING VANES IN ALL SQUARE DUCT ELBOWS.
10. DAMPERS SHALL BE RUSKIN MODEL DIBD WITH BLADE STACK OUTSIDE OF THE AIRSTREAM. PROVIDE DUCT ACCESS DOOR ADJACENT.
11. PAINT ALL INTERIOR DUCTWORK VISIBLE THROUGH AIR INLETS OR OUTLETS FLAT BLACK.
12. BALANCE DUCT SYSTEMS TO ACCOMPLISH AIR QUANTITIES SHOWN AT ALL INLETS/OUTLETS (NEW AND EXISTING) AS SHOWN ON DRAWING AND SUBMIT TEST REPORT FOR REVIEW BY OWNER AND ENGINEER.
13. HOT WATER HEATING SUPPLY AND RETURN PIPING SHALL BE SCHEDULE 40 BLACK STEEL OR TYPE "L" COPPER, INSULATED WITH 2" THICK FIBERGLASS WITH ALL SERVICE JACKET. PROVIDE DIELECTRIC COUPLINGS BETWEEN DISSIMILAR PIPE MATERIALS.
14. ALL PIPING SHALL BE SUSPENDED WITH CLEVIS AND/OR TRAPEZE PIPE HANGERS. INSULATED PIPING SHALL REST ON SHEET METAL INSULATION SHIELDS.
15. PITCH ALL SUPPLY AND RETURN WATER LINES TO DRAIN COMPLETELY THROUGH LOWER EQUIPMENT, UNIONS, OR DRAIN VALVES. INSTALL A 1/2" DRAIN VALVE WITH HOSE THREAD OUTLET IN ALL MAIN PIPING RUNS WHICH WOULD NOT BE ABLE TO DRAIN THRU A LOWER PIECE OF EQUIPMENT. PROVIDE MANUAL AIR VENTS IN ALL PIPE DROPS IN DIRECTION OF FLOW.
16. FLUSH, CLEAN, PRESSURE TEST AND CHARGE ALL NEW PIPING SYSTEMS AND EXTENSION TO PIPING SYSTEMS. TESTING SHALL BE MINIMUM 50 PSI HIGHER THAN NORMAL OPERATING PRESSURE OF SYSTEM.
17. BALL VALVES SHALL BE STOCKHAM, MILWAUKEE, OR NIBCO WITH BRONZE BODY, STAINLESS STEEL BALL, TEFLON SEATS AND STUFFING BOX RING, LEVER HANDLE, SOLDER OR ENDS WITH UNION.
18. CHECK VALVES SHALL BE STOCKHAM, MILWAUKEE, OR NIBCO WITH BRONZE BODY, AND BRONZE HORIZONTAL SWING DISC.
19. ALL CIRCUIT SETTERS SHALL BE B&G.
20. BALANCE HOT WATER HEATING SYSTEM TO ACCOMPLISH WATER FLOW SHOWN AT ALL TERMINALS AS SHOWN ON DRAWINGS AND SUBMIT TEST REPORT FOR REVIEW BY OWNER AND ENGINEER.
21. ALL TEMPERATURE CONTROL WORK SHALL MATCH THE EXISTING DDC SYSTEM CURRENTLY INSTALLED IN BUILDING.
22. LOW VOLTAGE WIRING SHALL BE U/L LISTED AND PLENUM RATED (LOW SMOKE PRODUCING). WIRING SHALL BE CONCEALED IN WALLS AND MAY BE INSTALLED WITHOUT CONDUIT ABOVE ACCESSIBLE LAY-IN CEILING SPACES ONLY.

A19 HVAC SPECIFICATIONS

N.T.S.

NO.	DESCRIPTION	DATE
1	ISSUED FOR BID AND PERMIT	08.31.15

ISSUANCE

HAGNEY ARCHITECTS LLC

CS2 DESIGNGROUP LLC
837 Oakton Street
Elk Grove IL 60007
Phone: 847.681.1900
Fax: 847.681.1905
www.cs2designgroup.com

PROFESSIONAL SEAL

EXPIRATION DATE

DATE	DRAWN	CHECKED	APPROVED
5-27-2015	CS2	CS2	CS2

AUBURN HIGH SCHOOL- GYMNASIUM LIFT and ADA Toilet Rooms
ROCKFORD PUBLIC SCHOOL DISTRICT 205
5110 Auburn St
Rockford, IL 61101

MECHANICAL SYMBOLS, ABBREVIATIONS, DETAILS

SHEET NO.
AHS-M2.1

COPYRIGHT © 2014
CS2 Design Group, LLC

FILE: F:\788-A-2\HV\788A2 AHS-M2.1.DWG SAVED BY: MCASTRO DATE: 9/1/2015 TIME: 11:55 AM

CEILING NOTE:
REFER TO ARCHITECTURAL PLANS FOR CEILING WORK IN CONTRACT TO BE PERFORMED BY OTHER TRADES. THIS CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE, RESTORE, CUT, PATCH, PAINT, ETC. ANY CEILING WORK NOT SHOWN ON ARCHITECTURAL PLANS AND ABATEMENT PLANS AS REQUIRED TO PERFORM THIS CONTRACTORS WORK. THIS INCLUDES REPLACEMENT OF ANY CEILING TRACK & TILES DAMAGED DURING CONSTRUCTION/ DEMOLITION. IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO DOCUMENT ANY DAMAGED CEILING TILES OR COMPONENTS PRIOR TO CONSTRUCTION/DEMOLITION. THIS CONTRACTOR RESPONSIBLE FOR ALL ASSOCIATED COSTS. CONTRACTOR SHALL PROVIDE ACCESS PANELS AS REQUIRED. COORDINATE REMOVAL OF CEILINGS WITH STRUCTURAL CONTRACTOR.

SLAB PATCHING NOTE:
REFER TO ARCHITECTURAL PLANS FOR CONCRETE SLAB PATCHING WORK IN CONTRACT TO BE PERFORMED BY THE CONCRETE CONTRACTOR.

MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION, ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SLAB PATCHING WORK NOT SHOWN ON ARCHITECTURAL PLANS AS REQUIRED TO PERFORM THEIR WORK. THIS INCLUDES REPLACEMENT OF ANY CONCRETE SLABS DAMAGED DURING CONSTRUCTION/ DEMOLITION. IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO DOCUMENT ANY DAMAGED CONCRETE SLABS OR COMPONENTS PRIOR TO CONSTRUCTION/DEMOLITION. THIS CONTRACTOR RESPONSIBLE FOR ALL ASSOCIATED COSTS.

PNEUMATIC PIPING DEMOLITION NOTE:
ALL BRANCH PNEUMATIC PIPING TO BE DEMOLISHED SHALL BE REMOVED TO THE MAIN AND CAPPED. CRIMPING OF PIPING SHALL NOT BE TOLERATED.

HVAC/PLUMBING/ELECTRICAL COORDINATION SCHEDULE

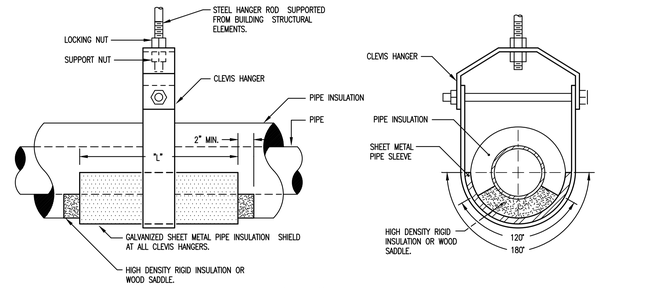
NOTES:
1. DEVICES TO BE FURNISHED BY THE ELECTRICAL CONTRACTOR (MARKED "E"), HVAC CONTRACTOR (MARKED "HV"), BAS CONTRACTOR (MARKED "B"), PLUMBING CONTRACTOR (MARKED "P"), FIRE PROTECTION CONTRACTOR (MARKED "FP"), OR MANUFACTURER (MARKED "MANUF").
2. ALL CONDUIT AND WIRING FOR TEMPERATURE CONTROL AND EQUIPMENT INTERLOCK SHALL BE BY BAS CONTRACTOR. OTHER CONTROLS AND CONTROL CONDUIT/WIRING BY TRADE FURNISHING RESPECTIVE EQUIPMENT.
3. IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO COORDINATE AND REVIEW THE ELECTRICAL CHARACTERISTICS, AMPACITY AND OTHER REQUIREMENTS OF COMPONENTS BEFORE INSTALLATION OF WORK. ALL OTHER CONTRACTORS SHALL ADVISE ELECTRICAL CONTRACTOR OF ANY MOTOR/DEVICE CHANGES.
4. ALL LOOSE STARTERS SHALL INCLUDE HOA SWITCH, CONTROL TRANSFORMER, AND ONE N.O. AND ONE N.C. AUXILIARY CONTACTS. ALL SINGLE PHASE EXHAUST FAN CONTROL SWITCHES SHALL HAVE IDENTIFICATION NAMEPLATE AND PILOT LIGHT.
5. SEE SPECIFICATIONS AND DRAWINGS FOR TYPES AND LOCATIONS OF DEVICES SCHEDULED BELOW.

EQUIPMENT TAG	EQUIPMENT DESCRIPTION	UNIT MOUNTED DEVICES				REMOTE OR LOOSE DEVICES			REMARKS
		STARTER	DISCONNECT	OVERCURRENT PROTECTION	SINGLE POINT CONNECTION	STARTER	DISCONNECT	OVERCURRENT PROTECTION	
(EF)	EXHAUST FAN		MANUF			SEE REMARKS		E	FOR STARTER INFORMATION, REFER TO EQUIPMENT SCHEDULE AND SEQUENCE OF OPERATIONS

H7 HVAC/PLUMBING/FIRE PROTECTION/ELECTRICAL COORDINATION SCHEDULE
N.T.S.

1. DRAWINGS ARE GENERALLY DIAGRAMMATIC. ROUTING OF PIPING, DUCTWORK, CONDUITS, RACEWAYS, ETC., AS SHOWN ON DRAWINGS, DOES NOT INTEND TO SHOW EVERY RISE, DROP, OFFSET, FITTING NOR EVERY STRUCTURAL ELEMENT THAT MAY BE ENCOUNTERED DURING THE INSTALLATION OF THIS WORK. EACH CONTRACTOR SHALL MAKE ANY REQUIRED CHANGES FROM THE GENERAL ROUTING SHOWN ON THESE DRAWINGS, SUCH AS OFFSETS, BENDS OR CHANGES IN ELEVATION DUE TO COORDINATION WITH THE WORK OF OTHER TRADES AND BUILDING CONSTRUCTION. ALL CHANGES SHALL BE MADE WITHOUT ADDITIONAL COST TO THE OWNER OR DELAY IN COMPLETION DATE OF THE PROJECT.
2. IT IS INTENDED THAT EQUIPMENT SHALL BE LOCATED SYMMETRICALLY WITH THE ARCHITECTURAL ELEMENTS OF THE BUILDING, NOTWITHSTANDING THE FACT THAT LOCATIONS INDICATED BY THESE DRAWINGS MAY BE DISTORTED FOR CLEARNESS OF PRESENTATION.
3. CONTRACTOR SHALL CHECK DRAWINGS OF OTHER TRADES TO VERIFY THAT SPACES IN WHICH THEIR WORK WILL BE INSTALLED ARE CLEAR OF OBSTRUCTIONS. WORK SHALL BE INSTALLED TO MAINTAIN MAXIMUM HEADROOM AND SPACE CONDITIONS AT ALL POINTS IN THE BUILDING. WHERE HEADROOM OR SPACE CONDITIONS APPEAR INADEQUATE, CONTRACTOR SHALL NOTIFY OWNER/ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE INSTALLATION OF THEIR WORK.
4. CONTRACTOR SHALL FURNISH OTHER TRADES ADVANCE INFORMATION AND/OR SHOP DRAWINGS ON LOCATIONS AND SIZES OF PIPING, DUCTWORK, CONDUIT, RACEWAYS, EQUIPMENT, FRAMES, BOXES, SLEEVES AND OPENINGS, ETC. NEEDED FOR THEIR WORK TO PERMIT OTHER TRADES AFFECTED TO INSTALL THEIR WORK PROPERLY AND WITHOUT DELAY.
5. WHERE THERE IS EVIDENCE THAT WORK OF ONE TRADE WILL INTERFERE WITH WORK OF OTHER TRADES, ALL TRADES SHALL MEET ON JOB SITE TO WORK OUT SPACE CONDITIONS AND MAKE SATISFACTORY ADJUSTMENTS TO INSTALLATION OF THE NEW WORK. CONTRACTORS SHALL VERIFY EXACT LOCATIONS OF ALL DEVICES AND EQUIPMENT WITH FIELD CONDITIONS, SHOP DRAWINGS, AND WORK OF OTHER TRADES PRIOR TO ROUGH-IN. EACH CONTRACTOR SHALL BE RESPONSIBLE, AT THEIR OWN EXPENSE, FOR THE REMOVAL AND REINSTALLATION OF ANY PART OF THEIR WORK IF SAME WAS INSTALLED WITHOUT CONSULTING WITH OTHER TRADES BEFORE INSTALLING THEIR WORK.
6. CONTRACTOR SHALL PROVIDE SLEEVES IN BEAMS, FLOORS, COLUMNS AND WALLS AS SHOWN ON THE DRAWINGS, AS REQUIRED BY JOB SITE CONDITIONS, AND/OR AS SPECIFIED, WHEN INSTALLING THEIR WORK. ALL BEAMS AND COLUMNS WHICH ARE REQUIRED TO BE SLEEVED SHALL BE CUT AND REINFORCED AS REQUIRED BY FIELD CONDITIONS AND LOCATIONS AND SIZES SHALL BE CHECKED AND APPROVED BY ARCHITECT BEFORE CONTRACTOR CUTS ANY STRUCTURAL BUILDING MEMBER.
7. THE SEQUENCE FOR THE INSTALLATION OF ALL WORK SHALL BE COORDINATED BETWEEN ALL CONTRACTORS ON THE PROJECT AND IN STRICT ACCORDANCE WITH ARCHITECT/ENGINEER AND OWNERS STIPULATION AS DIRECTED.
8. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND STRUCTURAL CONTRACT DRAWINGS (BEFORE SUBMITTING THEIR BIDS) TO FAMILIARIZE THEMSELVES WITH THE EXTENT OF THE GENERAL CONTRACTOR'S WORK, CEILING HEIGHTS AND CLEARANCE FOR INSTALLING THEIR WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE AND PAY FOR ALL CORING, CUTTING, PATCHING, REPAIRING, REFINISHING AND REMOVAL/REPLACEMENT OF NEW BUILDING CONSTRUCTION ALREADY IN PLACE AS REQUIRED TO ACCOMMODATE THE INSTALLATION OF THEIR WORK. ALL PATCHING, REPAIRING AND REFINISHING WORK SHALL BE PERFORMED BY THOSE REGULARLY INVOLVED IN THAT TRADE AND SHALL MATCH THE ADJACENT CONSTRUCTION AS CLOSELY AS POSSIBLE. CARE SHALL BE TAKEN SO AS NOT TO DAMAGE ANY PREVIOUSLY INSTALLED NEW BUILDING CONSTRUCTION. ANY PREVIOUSLY INSTALLED FINISHES THAT ARE DAMAGED DURING THE INSTALLATION OF NEW WORK SHALL BE REPAIRED, REPLACED AND PAID FOR BY THE INSTALLING CONTRACTOR WHO DAMAGED THEM TO THE SATISFACTION OF THE ARCHITECT AND OWNER.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN CLEAN-UP DURING CONSTRUCTION. IF CONTRACTOR FAILS TO PROVIDE SUCH CLEAN-UP, THE ARCHITECT/ENGINEER WILL DIRECT ANOTHER CONTRACTOR TO PERFORM THE CLEAN-UP AND THE NEGLIGENT CONTRACTOR SHALL PAY THE ASSOCIATED BACK-CHARGES AS DEEMED APPROPRIATE BY THE ARCHITECT/ENGINEER.
11. CONTRACTOR SHALL INSTALL ALL AUXILIARY SUPPORTING STEEL AS REQUIRED FOR THE SUPPORTING OF THEIR PIPING, DUCTWORK, CONDUIT, TANKS, EQUIPMENT, ETC. ALL SUPPORTING STEEL FOR ITEMS ABOVE A SUSPENDED CEILING SHALL BE FROM BUILDING STRUCTURAL MEMBERS ONLY.
12. UNLESS INDICATED OTHERWISE, THE ARCHITECT/ENGINEER MAKES NO REPRESENTATION AS TO WHETHER OR NOT ANY HAZARDOUS OR CONTAMINATED MATERIALS (INCLUDING BUT NOT LIMITED TO ASBESTOS, PCB'S, CONTAMINATED SOILS, ETC.) ARE PRESENT ON THE SITE. WORK SHOWN ON THE DRAWINGS AND/OR INDICATED IN THE SPECIFICATIONS SHALL NOT BE CONSTRUED TO CALL FOR CONTACT WITH ANY OF THESE MATERIALS. IF THESE MATERIALS ARE ENCOUNTERED OR SUSPECTED, THE CONTRACTOR SHALL NOT DISTURB THEM AND SHALL CONTACT THE ARCHITECT/ENGINEER IMMEDIATELY.
13. CONTRACTOR SHALL STORE ALL MATERIALS AND EQUIPMENT SHIPPED TO THE SITE IN A PROTECTED AREA. IF MATERIAL IS STORED OUTSIDE OF THE BUILDING, IT MUST BE STORED OFF THE GROUND A MINIMUM OF SIX INCHES (6") SET ON 6 X 6 PLANKS AND/OR WOOD PALLETS. ALL MATERIAL AND EQUIPMENT MUST BE COMPLETELY COVERED WITH WATERPROOF TARPS OR VISQUIN. ALL PIPING AND DUCTWORK WILL HAVE THE ENDS CLOSED TO KEEP OUT DIRT AND OTHER DEBRIS. NO EQUIPMENT WILL BE ALLOWED TO BE STORED OUTSIDE THE BUILDING ON THE SITE UNLESS IT IS SUPPORTED OFF THE GROUND AND COMPLETELY PROTECTED WITH WEATHERPROOF COVERS.
14. THE DRAWINGS, SCHEDULES AND SPECIFICATIONS HAVE BEEN PREPARED USING ONE MANUFACTURER FOR EACH PIECE OF EQUIPMENT AS THE BASIS FOR DIMENSIONAL DESIGN. IF THE CONTRACTOR PURCHASES EQUIPMENT FROM A SPECIFIED ACCEPTABLE MANUFACTURER, BUT NOT THE SCHEDULED MANUFACTURER USED FOR THE BASE DESIGN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING ALL THE DIMENSIONS OF THE EQUIPMENT TO VERIFY THAT IT WILL FIT IN THE SPACE SHOWN ON THE DRAWINGS. MINOR DEVIATIONS IN DIMENSIONS WILL BE PERMITTED, PROVIDED THE RATINGS MEET THOSE SHOWN ON THE DRAWINGS AND EQUIPMENT WILL PHYSICALLY FIT INTO THE SPACE ALLOCATED WITH SUITABLE ACCESS AROUND EQUIPMENT FOR OPERATION AND MAINTENANCE OF THE EQUIPMENT. WHEN EQUIPMENT SUBMITTED FOR REVIEW DOES NOT MEET THE PHYSICAL SIZE OR ARRANGEMENT OF THAT SCHEDULED AND SPECIFIED, CONTRACTOR SHALL PAY FOR ALL ALTERATIONS REQUIRED TO ACCOMMODATE SUCH EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR WILL ALSO PAY ALL COSTS FOR ADDITIONAL WORK REQUIRED BY OTHER CONTRACTORS, OWNER, ARCHITECT OR ENGINEER TO MAKE CHANGES WHICH WOULD ALLOW THE EQUIPMENT TO FIT IN THE SPACE AND FUNCTION AS INTENDED.
15. CONTRACTOR AND/OR MANUFACTURER SHALL VERIFY THAT THE CHARACTERISTICS OF THE EQUIPMENT HE SUBMITS FOR REVIEW MEET THE CAPACITY AND DUTY SPECIFIED. WHEN EQUIPMENT SUBMITTED FOR REVIEW REQUIRES MODIFICATIONS TO THE WORK OF OTHER CONTRACTORS, SUBMITTING CONTRACTOR SHALL PAY FOR ALL COSTS FOR ADDITIONAL WORK REQUIRED BY OTHER CONTRACTORS, OWNER, ARCHITECT OR ENGINEER TO MAKE CHANGES WHICH WOULD ALLOW THE EQUIPMENT FUNCTION SAFELY AND PROPERLY.
16. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF HIS WORK WITH CONSTRUCTION OF THE BUILDING, INCLUDING VERIFYING THE SIZE OF EXISTING OPENINGS, WINDOWS, DOORS, CORRIDORS, ROOMS, ETC. FOR ACCESS OF HIS NEW EQUIPMENT INTO THE BUILDING AREAS WHICH WILL ALREADY BE CONSTRUCTED WHEN HIS EQUIPMENT IS READY TO BE INSTALLED. IF OPENINGS ARE TOO SMALL FOR ACCESS THEN CONTRACTOR SHALL, AT HIS OWN EXPENSE, PROVIDE NEW OR ENLARGED OPENINGS AND RESTORE SAME TO PREVIOUS SIZE AND CONDITION. CONTRACTOR MAY ELECT TO ORDER THE EQUIPMENT DISASSEMBLED AND/OR WITH SPLIT HOUSING FOR ENTRANCE INTO THE SPACE OR BUILDING. CONTRACTOR SHALL REASSEMBLE EQUIPMENT AFTER IT IS IN THE SPACE AT HIS OWN EXPENSE.

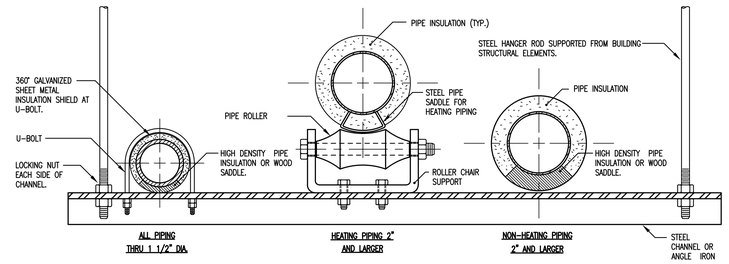
A7 GENERAL NOTES - ALL CONTRACTORS
N.T.S.

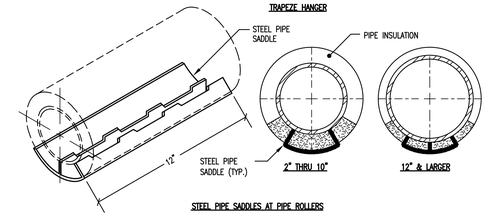


CLEVIS HANGER

PIPE INSULATION SHIELD SCHEDULE		
PIPE SIZE	LENGTH	GAUGE
UP TO 3/4"	8"	20 GA.
1" – 2"	12"	18 GA.
2 1/2" – 4"	12"	16 GA.
5" & 6"	18"	16 GA.
8" & UP	24"	14 GA.

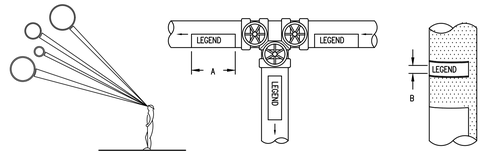
NOTE: 1. CONFER WITH ARCHITECT AND REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION ON ACCEPTABLE METHODS AND LOCATIONS FOR HANGER SUPPORTS.





STEEL PIPE SADDLES AT PIPE ROLLERS

H17 TYPICAL PIPE HANGER DETAILS
N.T.S.



NOTE:
IDENTIFICATION MARKERS OR STRIPS TO BE PLACED ON ALL EXPOSED COVERED AND UNCOVERED PIPES AT 20'-0" INTERVALS, ADJACENT TO ALL VALVES OR BRANCHES, AND AT BOTH SIDES OF WALL/FLOOR PENETRATIONS. ARROWS OF SAME COLOR AS IDENTIFICATION MARKERS SHALL ALSO BE PLACED ON PIPES POINTING AWAY FROM MARKER INDICATING DIRECTION OF FLOW.

SIZE OF LEGEND LETTERS		
OUTSIDE DIAMETER OF PIPE OR COVERING	LENGTH OF COLOR FIELD A	SIZE OF LETTERS B
3/4" TO 1 1/4"	8"	1/2"
1 1/2" TO 2"	8"	3/4"
2" 1/2" TO 6"	12"	1 1/4"
8" TO 10"	24"	2 1/2"
OVER 10"	32"	3 1/2"

SERVICE	BACKGROUND OR COLOR BAND	IDENTIFICATION MARKER
CONDENSATE	YELLOW	BLACK ON YELLOW
HOT WATER HEATING SUPPLY	YELLOW	BLACK ON YELLOW
HOT WATER HEATING RETURN	YELLOW	BLACK ON YELLOW
SANITARY DRAIN	GREEN	WHITE ON GREEN
PLUMBING VENT	GREEN	WHITE ON GREEN
STORM WATER	GREEN	WHITE ON GREEN
DOMESTIC COLD WATER	GREEN	WHITE ON GREEN
DOMESTIC HOT WATER	YELLOW	BLACK ON YELLOW
DOMESTIC HOT WATER CIRC.	YELLOW	BLACK ON YELLOW

A17 TYPICAL PIPE IDENTIFICATION MARKERS
N.T.S.

ISSUANCE

NO.	DATE	DESCRIPTION
1	08.31.15	ISSUED FOR BID AND PERMIT

HAGNEY ARCHITECTS LLC

CS2 DESIGNGROUP LLC
837 Oakton Street
Elk Grove, IL 60007
Phone: 847.681.1900
Fax: 847.681.1985
www.cs2designgroup.com

PROFESSIONAL SEAL

EXPIRATION DATE

	DATE	DRAWN	CHECKED	APPROVED
	5-27-2015	CS2	CS2	CS2

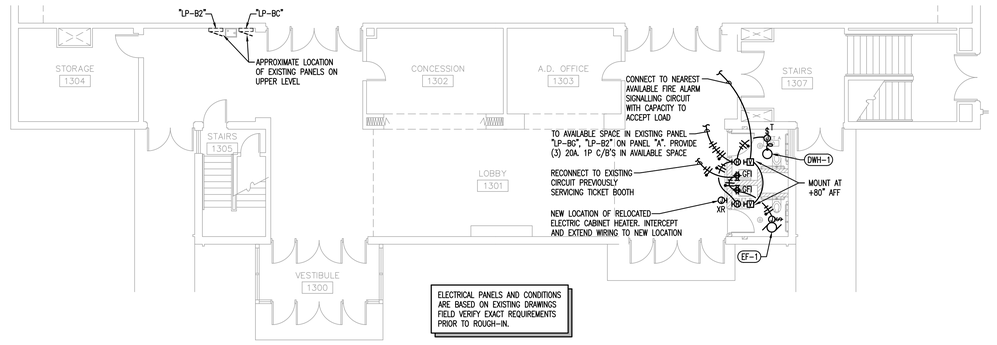
AUBURN HIGH SCHOOL- GYMNASIUM LIFT and ADA Toilet Rooms
ROCKFORD PUBLIC SCHOOL DISTRICT 205
5110 Auburn St
Rockford, IL 61101

MECHANICAL/ELECTRICAL COORDINATION NOTES AND DETAILS

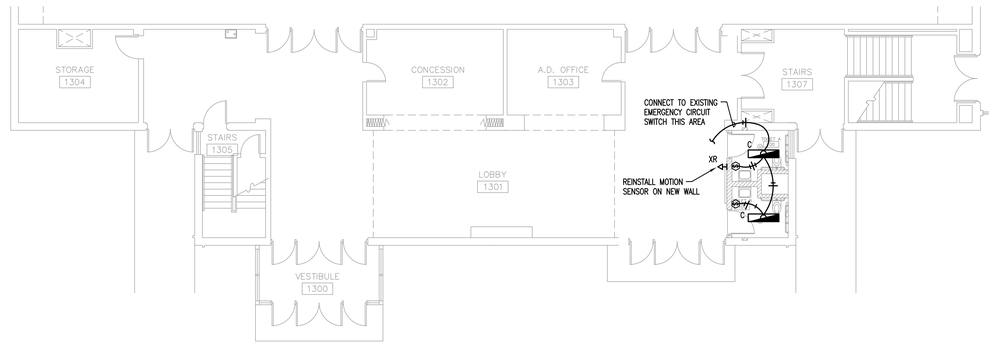
SHEET NO.
AHS-ME1.0

COPYRIGHT © 2014
CS2 Design Group, LLC

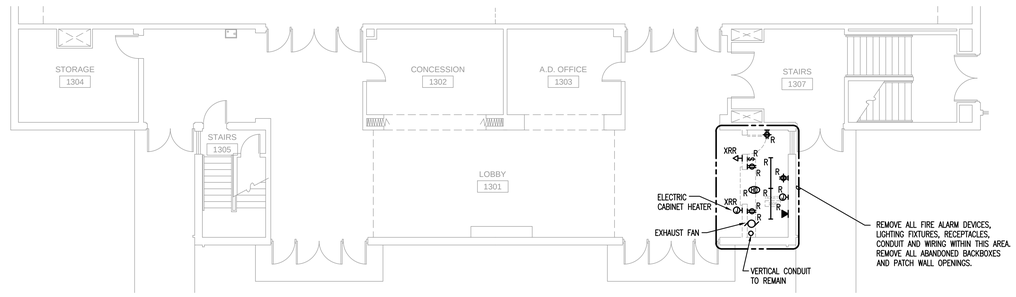
FILE: F:\788-A-2\HV\788A2 AHS-ME1.0.DWG SAVED BY: MCASTRO DATE: 9/1/2015 TIME: 11:57 AM



L10 **PARTIAL FIRST FLOOR POWER PLAN - TOILET ROOMS**
SCALE: 1/8"=1'-0"



F10 **PARTIAL FIRST FLOOR LIGHTING PLAN - TOILET ROOMS**
SCALE: 1/8"=1'-0"



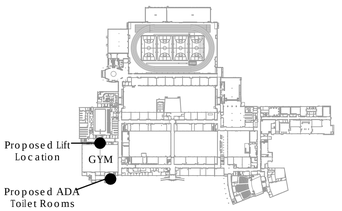
A10 **PARTIAL FIRST FLOOR ELECTRICAL DEMOLITION PLAN - TOILET ROOMS**
SCALE: 1/8"=1'-0"

1. THE MINIMUM WIRE SIZE SHALL BE 12 AWG EXCEPT FOR SHARED NEUTRAL CONDUCTORS WHICH THE MINIMUM SIZE SHALL BE 10 AWG. THE MINIMUM CONDUIT SIZE FOR HOMERUNS SHALL BE 3/4". 1/2" CONDUIT SHALL BE ACCEPTABLE FOR BRANCH WIRING TO LIGHTING FIXTURES AND END OF THE LINE RECEPTACLES ONLY. ALL LIGHTING AND POWER BRANCH CIRCUITS SHALL TERMINATE AT 20A. 1 POLE CIRCUIT BREAKERS IN PANELBOARD INDICATED UNLESS OTHERWISE NOTED. PROVIDE LOCK-ON CIRCUIT BREAKER DEVICE FOR ALL EMERGENCY LIGHTING & EXIT SIGN BRANCH CIRCUITS. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LIGHTING FIXTURE LOCATIONS.

H21 **LIGHTING/POWER GENERAL NOTES**
N.T.S.

1. ALL INDICATED ELECTRICAL EQUIPMENT, FIXTURES, DEVICES AND RELATED CONDUIT AND WIRING TO BE REMOVED UNLESS NOTED OTHERWISE.
2. ALL DEMOLITION OF THE ELECTRICAL SYSTEM AS NOTED FOR ON THE DEMOLITION DRAWINGS SHALL BE COORDINATED WITH THE RENOVATION REQUIREMENTS TO DETERMINE THIS CONTRACTORS WORK.
3. IT IS THE INTENT OF THE ELECTRICAL DEMOLITION DRAWING(S) TO INDICATE AREAS IN WHICH ELECTRICAL EQUIPMENT, CONDUIT, LIGHTING FIXTURES, DEVICES, ETC. NEED TO BE REMOVED, RELOCATED OR MODIFIED BY THIS CONTRACTOR TO ALLOW FOR THE RENOVATION PHASE OF CONSTRUCTION. THE ELECTRICAL DEMOLITION PLAN IS FOR REFERENCE PURPOSES ONLY AND IT IS NOT INTENDED TO BE THE SOLE SOURCE OF EXISTING CONDITIONS.
4. THIS CONTRACTOR SHALL VISIT THE BUILDING, BEFORE SUBMITTING HIS BID, TO VERIFY THE EXISTING CONDITIONS WHICH WILL AFFECT HIS WORK.
5. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE ELECTRICAL DEMOLITION REQUIRED TO ACCOMMODATE THE RENOVATION. REMOVE AS REQUIRED ALL LIGHTING FIXTURES, RECEPTACLES, EQUIPMENT, DEVICES, ETC. PULL OUT ALL UNUSED CONDUCTORS AND CABLES AND REMOVE ALL ABANDONED CONDUIT. ELECTRICALLY DISCONNECT AIR HANDLING UNITS, ELECTRICAL WATER HEATERS AND OTHER SUCH EQUIPMENT FOR REMOVAL BY OTHERS. ALL REMOVED EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE.

C21 **DEMOLITION DRAWING NOTES**
N.T.S.



A21 **KEY PLAN**
N.T.S.

ISSUANCE NO.	DATE	DESCRIPTION
1	08.31.15	ISSUED FOR BID AND PERMIT

HAGNEY ARCHITECTS LLC

CS2 DESIGNGROUP LLC
837 Oakton Street
Elk Grove, IL 60007
Tel: 847.681.1900
Fax: 847.681.1985
www.cs2designgroup.com

PROFESSIONAL SEAL

EXPIRATION DATE

DATE	DRAWN	CHECKED	APPROVED
5-27-2015	CS2	CS2	CS2

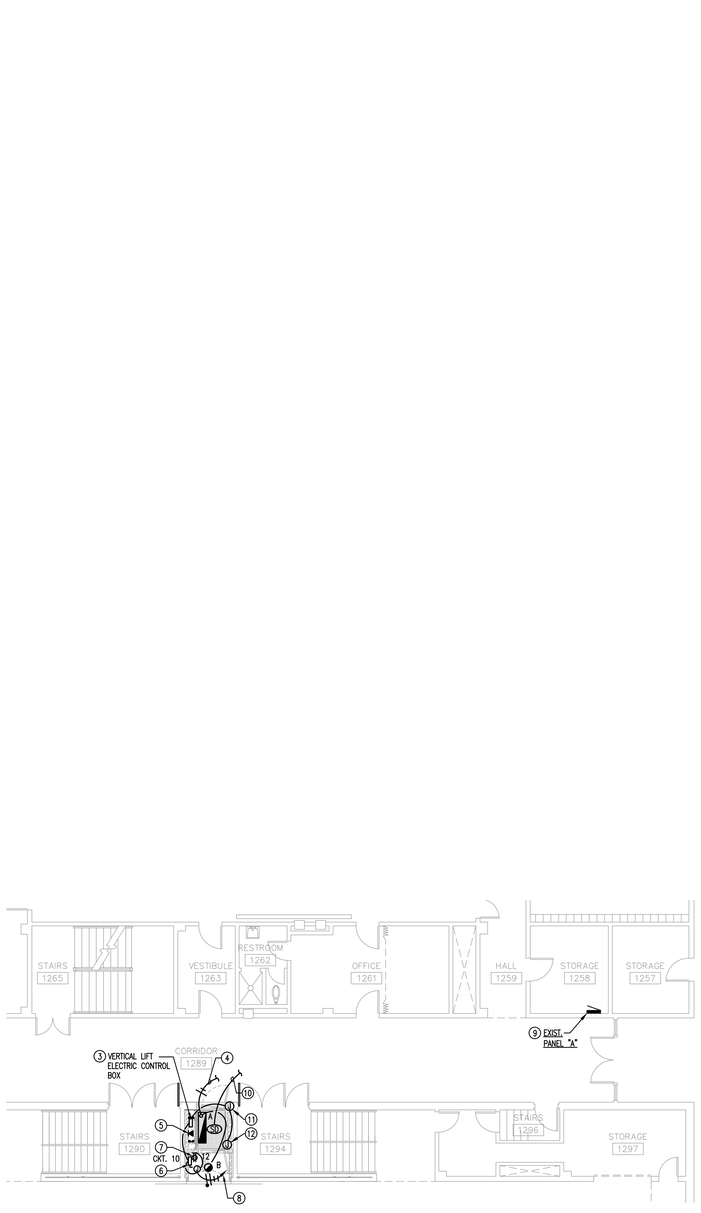
AUBURN HIGH SCHOOL- GYMNASIUM LIFT and ADA Toilet Rooms
ROCKFORD PUBLIC SCHOOL DISTRICT 205
5110 Auburn St
Rockford, IL 61101

PARTIAL FIRST FLOOR ELECTRICAL PLANS

SHEET NO.
AHS-E1.1.0

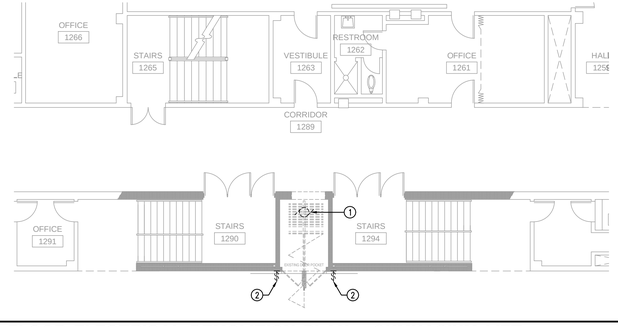
COPYRIGHT © 2014
CS2 Design Group, LLC

FILE: F:\788-A-2\E\788A2 AHS-E1.1.0.DWG SAVED BY: MCASTRO DATE: 9/1/2015 TIME: 11:52 AM



E1 PARTIAL FIRST FLOOR ELECTRICAL PLAN - GYMNASIUM LIFT

SCALE: 1/8"=1'-0"



A1 PARTIAL FIRST FLOOR ELECTRICAL DEMOLITION PLAN - GYMNASIUM LIFT

SCALE: 1/8"=1'-0"

I. SCOPE

THE WORK COVERED BY THIS SPECIFICATION INCLUDES THE COMPLETE ELECTRICAL SYSTEM.

THE WORK TO BE PERFORMED UNDER THE ELECTRICAL SPECIFICATIONS AND DRAWINGS CONSISTS OF FURNISHING ALL LABOR AND MATERIAL FOR THE COMPLETE INSTALLATION OF ELECTRICAL SYSTEMS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

A. CONDUIT AND WIRING.
B. ELECTRICAL EQUIPMENT AND WIRING.
C. LIGHTING FIXTURES
D. TELEPHONE AND DATA RACEWAY SYSTEM

II. GENERAL

THIS SPECIFICATION IS INCLUSIVE FOR EACH ITEM REQUIRING ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROPERLY INSTALL, ALTER, ADJUST AND PUT IN OPERATION, THE COMPLETE ELECTRICAL SYSTEM.

THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER LAYOUT AND CONSTRUCTION OF THE WORK INCLUDED IN THIS CONTRACT.

THE DRAWINGS AND SPECIFICATIONS SHALL BE UNDERSTOOD TO COVER, ACCORDING TO THEIR INTENT AND MEANING, COMPLETE SYSTEMS AS DESCRIBED HEREIN.

MINOR ITEMS, ACCESSORIES AND DEVICES REASONABLY INFERABLE AS NECESSARY FOR THE COMPLETE AND PROPER OPERATION OF ANY SYSTEM SHALL BE PROVIDED BY THE CONTRACTOR FOR SUCH SYSTEM(S) WHETHER THEY ARE SPECIFICALLY CALLED FOR BY THE DRAWINGS AND/OR SPECIFICATIONS OR NOT.

III. VISIT TO SITE

ATTENTION IS DIRECTED TO THE NECESSITY FOR CONTRACTOR TO VISIT THE SITE AND EXAMINE ALL CONDITIONS AFFECTING THE PROPER EXECUTION OF THIS CONTRACT. SUBMISSION OF PROPOSALS SHALL BE CONSIDERED EVIDENCE THAT THE CONTRACTOR HAS VISITED AND EXAMINED THE SITE.

NO EXTRA PAYMENT WILL BE ALLOWED THE CONTRACTOR FOR EXTRA WORK CAUSED BY FAILURE TO VISIT, EXAMINE AND CLARIFY.

IV. LAWS, ORDINANCES AND REGULATIONS

ALL SYSTEMS SHALL CONFORM IN FULL AND/OR PART SHALL CONFORM TO ALL PERTINENT LAWS, ORDINANCES AND REGULATIONS OF ALL BODIES HAVING JURISDICTION AT ALL GOVERNING LEVELS, NOTWITHSTANDING ANYTHING IN THESE DRAWINGS OR SPECIFICATIONS TO THE CONTRARY. IN CASE OF CONFLICT BETWEEN GOVERNING LEVELS, THE MORE STRINGENT LAWS SHALL APPLY.

THE CONTRACTOR SHALL PAY ALL FEES AND OBTAIN AND PAY FOR ALL PERMITS AND INSPECTIONS REQUIRED BY ANY AUTHORITY HAVING JURISDICTION IN CONNECTION WITH HIS WORK.

WHERE APPLICABLE, ALL NEW MATERIAL SHALL BEAR THE UNDERWRITER'S SEAL OF APPROVAL, AS WELL AS THOSE SEALS OF ALL MUNICIPALITIES HAVING JURISDICTION CERTIFICATES TO THIS AFFECT TO BE FURNISHED TO ARCHITECT UPON REQUEST.

THE ELECTRICAL CONTRACTOR SHALL SECURE AND PAY FOR ALL LICENSES REQUIRED BY THE GOVERNING BODIES TO OPERATE AS AN ELECTRICAL CONTRACTOR FOR THIS PROJECT.

V. WORKMANSHIP

ALL WORK TO BE PERFORMED SHALL BE DONE BY QUALIFIED MECHANICS IN THE EMPLOY OF THIS CONTRACTOR ON THIS PROJECT SHALL BE SKILLED IN THE PHASES OF THE WORK TO WHICH THEY ARE USED.

THE COMPLETE SYSTEM SHALL MEET THE REQUIREMENTS OF THE NATIONAL CURRENT EDITION OF THE ELECTRICAL CODE AND AS MAY BE MODIFIED BY THE LOCAL ELECTRICAL CODE.

VI. MATERIALS AND EQUIPMENT

ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL CONFORM TO THE GRADE, QUALITY AND STANDARD SPECIFIED HEREIN.

ALL EQUIPMENT OFFERED UNDER THESE SPECIFICATIONS SHALL BE LIMITED TO PRODUCTS REGULARLY PRODUCED AND RECOMMENDED FOR SERVICE, IN ACCORDANCE WITH ENGINEERING DATA, RATINGS OR OTHER COMPREHENSIVE LITERATURE MADE AVAILABLE TO THE PUBLIC AND IN EFFECT AT THE TIME OF OPENING BIDS.

EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS FOR TYPE AND CAPACITY OF EACH PIECE OF EQUIPMENT USED.

VII. COORDINATION WITH OTHER TRADES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THAT WORK OF THE OTHER TRADES. CONTRACTOR IS COMPLETELY RESPONSIBLE IF FAILURE ON HIS PART TO COORDINATE EFFORTS RESULTS IN EXTRA WORK HAVING TO BE DONE TO COMPLETE A TASK. AS SUCH, HIS FAILURE SHALL NOT BE THE BASIS FOR ANY EXTRA CHARGE AGAINST THE OWNER.

VIII. GROUNDING

PROVIDE ALL ELECTRICAL SYSTEM AND EQUIPMENT GROUNDS AS REQUIRED BY THE NATIONAL ELECTRICAL CODE AND AS MAY BE MODIFIED BY THE LOCAL ELECTRICAL CODE, THE NATIONAL SAFETY CODE AND ALL AGENCIES/AUTHORITIES NOTED ABOVE.

IX. WIRING – MANNER OF INSTALLATION

ALL WIRES SHALL BE INSTALLED IN METALLIC CONDUIT. PROVIDE THIN WALL CONDUIT (EMT) IN ALL LOCATIONS EXCEPT WHERE PROHIBITED BY CODE, EXPOSED TO WEATHER, EXPOSED TO MECHANICAL INJURY OR WHERE BURIED IN OR BELOW SLABS ON GRADE. IN THOSE LOCATIONS PROVIDE RIGID STEEL CONDUIT.

THE ENTIRE CONDUIT SYSTEM SHALL BE INSTALLED BOTH ELECTRICALLY AND MECHANICALLY CONTINUOUS. CONDUIT FITTINGS SHALL BE SUITABLE FOR THE PURPOSE AND SHALL BE SET SCREW OR COMPRESSION TYPE ONLY. INDENTER TYPE FITTINGS ARE STRICTLY PROHIBITED.

THE COMPLETE INSTALLATION SHALL MEET ALL APPLICABLE CODE REQUIREMENTS.

X. WIRE AND CABLE

WIRE AND CABLE FOR BRANCH CIRCUITS AND SECONDARY FEEDERS WITHIN THE BUILDING SHALL BE OF COPPER, THERMOPLASTIC INSULATED, TYPE THWN OR THHN, 600VOLT. TYPE THW MAY BE USED IN LIEU OF TYPE THWN OR THHN IN SIZES OF #12 AND #10 AWG IN DRY LOCATIONS AT THE CONTRACTOR'S OPTION. WIRE BENEATH OR IN THE GROUND FLOOR AND OTHER WET LOCATIONS SHALL BE TYPE THWN. ALL WIRE SHALL BE STRANDED.

NO WIRE SMALLER THAN #12 AWG SHALL BE USED ON THIS PROJECT UNLESS INDICATED. LOW VOLTAGE CONTROL AND SIGNAL CIRCUITS MAY BE #18 AWG.

XI. SPLICING

SPLICING WIRES SHALL BE DONE ONLY IN ACCESSIBLE OUTLET JUNCTION OR PULL BOXES. SPLICES SHALL BE MADE STRICTLY IN ACCORDANCE WITH THE INSTRUCTIONS OF THE CABLE MANUFACTURER USING THE METHODS AND MATERIALS RECOMMENDED BY HIM.

FOR #10 AND #12 WIRE, SPLICES SHALL BE MADE WITH SCOTCH-LOK CONNECTORS.

WIRE #8 AND LARGER SHALL BE CONNECTED WITH BURNDY OR EQUAL SOLDER LESS MECHANICAL LUG AND PAINTED WITH INSULATING VARNISH.

ALL CONNECTIONS SHALL BE PROPERLY TAPED WITH SCOTCH ELECTRICAL TAPE #22, #33 OR APPROVED EQUAL.

XII. JUNCTION AND PULL BOXES

JUNCTION BOXES, PULL BOXES AND TERMINAL BOXES SHALL BE INSTALLED WHERE SHOWN ON THE DRAWINGS AND AT OTHER LOCATIONS AS REQUIRED TO FACILITATE THE PULLING OF CABLES. THEY SHALL BE CODE SIZED AND SHALL BE CONSTRUCTED OF CODE GAUGE GALVANIZED SHEET STEEL. EACH BOX SHALL BE PROVIDED WITH A SCREW-ON REMOVABLE COVER. PROVIDE FLANGED COVERS ON FLUSH BOXES. BOXES SHALL BE SMOOTH, SQUARE AND SET PARALLEL WITH WALLS AND CEILING.

XIII. CONDUIT AND ELECTRIC METALLIC TUBING

CONDUIT AND ELECTRIC METALLIC TUBING SHALL BE IN ACCORDANCE WITH ARTICLES 346 AND 348 OF THE NATIONAL ELECTRICAL CODE AND AS MAY BE MODIFIED BY THE LOCAL ELECTRICAL CODE.

CONDUIT AND ELECTRIC METALLIC TUBING SHALL BE GALVANIZED STEEL.

THE CONDUIT SHALL BE INSTALLED PERPENDICULAR AND PARALLEL TO THE BUILDING LINES.

ALL CONDUIT INSTALLED OVERHEAD SHALL BE RIGIDLY SUPPORTED FORM THE STRUCTURE ABOVE AND NOT FROM ANY PART OF THE ROOFING SYSTEM OR CEILING SYSTEM. CEILING SYSTEM TO INCLUDE T-BAR GRID, SUPPORT WIRES, ETC.

XIV. OUTLET BOXES

GENERALLY, OUTLET BOXES OF PROPER TYPE AND NOT LESS THAN 4 INCHES SQUARE OR OCTAGONAL, AS REQUIRED BY BUILDING CONDITIONS, SHALL BE PLACE AT ALL LIGHT, RECEPTACLE AND SWITCH OUTLETS. OUTLET BOXES SHALL BE FIRMLY SECURED IN PLACE AND SHALL BE SET TRUE, SQUARE AND FLUSH WITH THE FINISHED SURFACES. CONTRACTOR SHALL MOVE ANY OUTLET BOX 5 FEET IN ANY DIRECTION WITHOUT COST, IF RELOCATED PRIOR TO INSTALLATION.

XV. WIRING DEVICES

ACCEPTABLE MANUFACTURERS

1. ARROW HART
2. BRYANT
3. HUBBELL

RECEPTACLES SHALL BE POLARIZED, GROUNDED, DUPLEX, RATED 20 AMPERES AND UL APPROVED. ALL GENERAL PURPOSE RECEPTACLES SHALL BE SIMILAR TO HUBBELL NO. HBL 5252-I UNLESS NOTED OTHERWISE.

XVI. PLATES

SWITCH AND RECEPTACLE PLATES IN FINISHED AREAS SHALL BE BRUSHED 302 STAINLESS STEEL. ALL PLATES IN UNFINISHED AREAS SHALL BE FORMED STEEL (GARVIN COVERS).

XVII. FIRE STOPPING

CONTRACTOR SHALL FIRE STOP ALL PENETRATIONS THRU FIRE RATED WALLS, PARTITIONS, ROOFS AND/OR FLOORS SO THAT THE INTEGRITY OF THE FIRE RATING IS NOT COMPROMISED BY THE CONTRACTOR'S INSTALLATION OF ANY BOX, CABLE TRAY, RACEWAY AND/OR CONDUIT. FIRE STOPPING METHODS AND MATERIALS SHALL CONFORM TO LOCAL CODE AUTHORITY REQUIREMENTS. AS A MINIMUM, CONTRACTOR SHALL GROUT AROUND ALL BOXES, CABLE TRAYS, RACEWAYS, CONDUITS, ETC., IN PENETRATION RATED PARTITION/FLOOR CONSTRUCTION WITH NON-SHRINK GROUT SO THAT ALL OPEN SPACES ARE FILLED IN SOLIDLY.

XVIII. BALANCING

THE SYSTEM OF FEEDERS AND BRANCH CIRCUITS FOR POWER AND LIGHTING SHALL BE CONNECTED IN SUCH A MANNER THAT THE CONNECTED LOADS ARE BALANCED ELECTRICALLY ON THE THREE PHASES AS CLOSELY AS POSSIBLE (WITHIN 10 PERCENT) SHOULD THE POWER COMPANY FIND AN UNFAVORABLE OPERATING CONDITION, REACTING ON THE SERVICE, THE ELECTRICAL CONTRACTOR SHALL MAKE SUCH CHANGES REQUIRED TO BALANCE THE LOAD WITHOUT ADDITIONAL COST THE OWNER.

XIX. TESTING AND ADJUSTMENTS

ALL WORK SHALL BE TESTED BY THIS CONTRACTOR. ALL MATERIAL, LABOR AND EQUIPMENT SHALL BE FURNISHED BY HIM TO ACCOMPLISH SUCH TESTS AS ARE REQUIRED BY THE ARCHITECT/ENGINEER.

UPON COMPLETION OF THIS WORK, THE PROJECT SHALL BE FREE FROM SHORT CIRCUITS AND GROUNDS AND A THOROUGH TEST SHALL BE MADE. ALL OVERLOAD DEVICES, INCLUDING THOSE FURNISHED UNDER OTHER CONTRACTS SHALL BE ADJUSTED TO SUIT LOAD CONDITIONS BY THIS CONTRACTOR. ALL SYSTEMS SHALL BE TESTED AND THEIR OPERATION DEMONSTRATED.

LIGHTING EQUIPMENT SHALL BE ADJUSTED TO THE SATISFACTION OF THE OWNER.

XX. LIGHTING FIXTURES

LIGHT FIXTURES SHALL BE PROVIDED AS SPECIFIED ON DRAWINGS. ALL FIXTURES SHALL BE HUNG AND MOUNTED IN PLACE, PROPERLY WIRED, TESTED AND LEFT READY FOR OPERATION BY THE ELECTRICAL CONTRACTOR.

HANGING DEVICES, BRACKETS, ENCLOSURES AND OTHER ACCESSORIES SHALL BE PROVIDED FOR A COMPLETE INSTALLATION AND SHALL BE INSTALLED BY THE ELECTRICAL CONTRACTOR. ALL FIXTURES SHALL BE HUNG PLUMB AND SET SQUARE AGAINST THE WALL OR CEILING OR SUSPENDED AS DESIGNATED.

FIXTURES SHALL BE COMPLETE WITH BASE, GLASSWARE, REFLECTORS, LAMPS, HOLDERS AND ACCESSORIES. FIXTURES SHALL BE COMPLETELY WIRED ACCORDING TO CODE. MINIMUM WIRE SIZE PERMITTED IN FIXTURE WHIPS IS #14 AWG.

CONTRACTOR TO SUBMIT SHOP DRAWINGS ON THIS ITEM.

XXI GUARANTEE

THIS CONTRACTOR SHALL UNCONDITIONALLY GUARANTEE IN WRITING ALL MATERIAL, EQUIPMENT AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL PROVIDE FREE SERVICE FOR ALL EQUIPMENT INVOLVED IN HIS CONTRACT DURING THIS GUARANTEE PERIOD.

THE GUARANTEE SHALL INCLUDE RESTORATION TO ITS ORIGINAL CONDITION OF ALL ADJACENT WORK THAT MUST BE DISTURBED IN FULFILLING THIS GUARANTEE.

ALL SUCH REPAIRS AND/OR REPLACEMENTS SHALL BE MADE WITHOUT DELAY AND AT THE CONVENIENCE OF THE OWNER.

XXII. SUBSTITUTIONS

APPROVALS OF SUBSTITUTIONS, FOR "APPROVED EQUAL", MUST BE MADE IN WRITING AND SUBSTITUTIONS MUST BE APPROVED BEFORE INSTALLATION. INSTALLATION WITHOUT PRIOR APPROVAL MAY RESULT IN CONTRACTOR REMOVING SUBSTITUTION AND REPLACING IT WITH SPECIFIED ITEM AT HIS EXPENSE.

APPROVAL MAY BE GIVEN BY ARCHITECT OR ENGINEER.

E12 ELECTRICAL SPECIFICATIONS

N.T.S.

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MOUNTING	LAMPS	VOLTAGE	MANUFACTURER & CATALOG NUMBER	ACCEPTABLE MANUFACTURER
A	1' x 4' L.E.D., STATIC, PRISMATIC LAY-IN	RECESSED GRID	L.E.D.	MVOLT	LITHONIA TL4 48L FW A12 EZ1 LP850	METALUX COLUMBIA
B	L.E.D. DOWNLIGHT	RECESSED CEILING	L.E.D.	MVOLT	GOTHAM EVO 40/10 6AR MD LSS MVOLT EZ1	PORTFOLIO PATHWAY
C	8"x4" LONG LED IMPACT RESISTANT WRAPAROUND	SURFACE CEILING	L.E.D.	MVOLT	KENELL MLHA8 48F MW PP45L50K DV	FAIL SAFE

LIGHTING FIXTURE SCHEDULE NOTES

1. ALL LED LAMPS TO BE 3500K.
2. ALL LIGHT FIXTURES SHALL BE RATED FOR THE BUILDING VOLTAGE WITH MULTI-VOLT BALLASTS WHERE AVAILABLE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND LOCATIONS.
4. CONTRACTOR SHALL SHALL PROVIDE EACH LIGHT FIXTURE COMPLETE WITH FINISHED TRIM AND ALL OTHER INSTALLATION AND HANGING HARDWARE AS REQUIRED FOR A COMPLETE AND FINISHED INSTALLATION AT EACH FIXTURE LOCATION.
5. REFER TO APPLICABLE SECTIONS OF THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR LIGHT FIXTURES.

A12 LIGHTING FIXTURE SCHEDULE

N.T.S.

1. DISCONNECT AND REMOVE EXISTING FOLDING PARTITION MOTOR COMPLETE WITH ALL CONDUIT, WIRE AND BOXES.
2. DISCONNECT AND REMOVE EXISTING FOLDING PARTITION CONTROLLER COMPLETE WITH ALL WIRE. PROVIDE BLANK COVERPLATE PAINTED TO MATCH EXISTING WALL SURFACE COLOR. VERIFY REQUIREMENTS IN FIELD.
3. COORDINATE EXACT LOCATION OF ELECTRICAL CONTROL BOX WITH VERTICAL LIFT SUPPLIER.
4. CONNECT INTO NEAREST EXISTING EMERGENCY LIGHTING CIRCUIT AS REQUIRED. VERIFY REQUIREMENTS IN FIELD.
5. PROVIDE SURFACE MOUNTED SINGLE GANG JUNCTION BOX MOUNTED AT +4'-0" WITH MATCHING COVERPLATE WITH GROMMETTED OPENING. ROUTE 3/4" CONDUIT UP AND INTO CEILING OF CORRIDOR 1289 WITH INSULATED BUSHING AT END OF CONDUIT STUB. PROVIDE (1) PLENUM, WHITE, CATEGORY 6E CABLE TO RESPECTIVE PATCH PANEL. PROVIDE 5' COIL OF CABLE AT JUNCTION BOX LOCATION. VERIFY EXACT LOCATION FOR LANDING CABLE WITH OWNER.
6. MAIN DISCONNECT SWITCH-SQUARE D #D111N WITH SET OF AUXILIARY CONTACTS. CONNECT TO VERTICAL LIFT ELECTRIC CONTROL BOX AS DIRECTED BY SUPPLIER OF EQUIPMENT. VERIFY EXACT LOCATION IN FIELD.
7. DUPLEX RECEPTACLE FOR AUTO-DOOR OPERATOR. COORDINATE EXACT LOCATION WITH SUPPLIER OF EQUIPMENT.
8. ROUTE TO EXISTING PANEL "A" AS REQUIRED.
9. PROVIDE (2) NEW CIRCUIT BREAKERS (CKT. 10 & 12) TO MATCH EXISTING INSTALLED TYPES. VERIFY REQUIREMENTS IN FIELD.
10. CONNECT INTO EXISTING FIRE ALARM SYSTEM AS REQUIRED. PROVIDE PROGRAMING AS REQUIRED TO ACCEPT NEW DEVICE.
11. SAW CUT EXISTING WALL TO ACCOMMODATE NEW FLUSH MOUNTED JUNCTION BOX FOR VERTICAL LIFT CONTROL STATION AND 3/4" CONDUIT CONCEALED IN WALL. CONTROL STATION TO BE FURNISHED AND INSTALLED BY SUPPLIER OF LIFT. VERIFY REQUIREMENTS IN FIELD.
12. NEW FLUSH MOUNTED JUNCTION BOX FOR VERTICAL LIFT CONTROL STATION AND 3/4" CONDUIT CONCEALED IN WALL. CONTROL STATION TO BE FURNISHED AND INSTALLED BY SUPPLIER OF LIFT. VERIFY REQUIREMENTS IN FIELD.

N21 DRAWING NOTES

N.T.S.

1. ALL DEMOLITION OF THE ELECTRICAL SYSTEM AS NOTED FOR ON THE DEMOLITION DRAWINGS SHALL BE COORDINATED WITH THE RENOVATION REQUIREMENTS TO DETERMINE THIS CONTRACTORS WORK.
2. IT IS THE INTENT OF THE ELECTRICAL DEMOLITION DRAWING TO INDICATE AREAS IN WHICH ELECTRICAL EQUIPMENT, CONDUIT, DEVICES, ETC. NEED TO BE REMOVED, RELOCATED OR MODIFIED BY THIS CONTRACTOR TO ALLOW FOR THE RENOVATION PHASE OF CONSTRUCTION. THE ELECTRICAL DEMOLITION PLAN IS FOR REFERENCE PURPOSES ONLY AND IT IS NOT INTENDED TO BE THE SOLE SOURCE OF EXISTING CONDITIONS.
3. THIS CONTRACTOR SHALL VISIT THE BUILDING, BEFORE SUBMITTING HIS BID, TO VERIFY THE EXISTING CONDITIONS WHICH WILL AFFECT HIS WORK.
4. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE ELECTRICAL DEMOLITION REQUIRED TO ACCOMMODATE THE RENOVATION. REMOVE AS REQUIRED ALL RECEPTACLES, EQUIPMENT, DEVICES, ETC. PULL OUT ALL UNUSED CONDUCTORS AND CABLES AND REMOVE ALL ABANDONED CONDUIT. ELECTRICALLY DISCONNECT AIR HANDLING UNITS, ELECTRICAL WATER HEATERS AND OTHER SUCH EQUIPMENT FOR REMOVAL BY OTHERS. ALL REMOVED EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE.
5. WHERE EXISTING EQUIPMENT AND WIRING IS REMOVED AND SUCH REMOVAL RESULTS IN A BOX OR FITTING THAT IS NO LONGER NEEDED, SUCH BOX OR FITTING SHALL BE DISCONNECTED AND REMOVED AND ALL CONDUITS AND WIRING FROM THIS BOX OR FITTING BACK TO THE PRECEDING BOX AND FITTING SHALL BE REMOVED. PROVIDE CAPS AND PLUGS FOR ALL UNUSED OPENINGS IN THE BOX OR FITTING THAT REMAINS. WHEN AN OUTLET IS BEING REMOVED IN THE MIDDLE OF A RUN, THE CONTRACTOR SHALL "BRIDGE" THE CIRCUIT, PROVIDING ALL NEW CONDUIT AND WIRE. PROVIDE COVER PLATES FOR ALL UNUSED OPENINGS.
6. IN ALL AREAS OF CEILING DEMOLITION, TAKE SPECIAL CARE NOT TO DAMAGE OR INTERRUPT THE EXISTING SERVICES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
   A. ELECTRICAL SERVICES TO REMAIN.
   B. P/A AND SOUND SYSTEM WIRING.
   C. FIRE ALARM WIRING AND DEVICES.
   D. COMPUTER CABLING.
7. ALL OF THE ABOVE SERVICES ARE FULLY FUNCTIONAL AND IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT ALL SYSTEMS ARE OPERATIONAL DURING AND AT COMPLETION OF THE PROJECT. ANY DAMAGED SYSTEM SHALL BE PLACED BACK IN SERVICE PROMPTLY AT NO EXPENSE TO THE OWNER.

H21 GENERAL NOTES

N.T.S.

LIGHTING

- HALF SHADING DENOTES LIGHTING FIXTURE UNSWITCHED (EMERGENCY LIGHT)
- FLUORESCENT OR HID LIGHT FIXTURE, RECESSED OR SURFACE MOUNTED PER LIGHTING FIXTURE SCHEDULE.

WIRING DEVICES

WIRING DEVICE NOTE: CONTRACTOR SHALL PROVIDE SPECIFICATION GRADE WIRING DEVICES, DECORA, FLAT FACE, BACK WIRED RECEPTACLES, HUBBELL HBL5252I AND SWITCHES HBL1221 OR HBL1221L. COVER PLATES TO BE BRUSHED STAINLESS STEEL.

- 20 AMP 2P; 3 WIRE, GROUNDING TYPE, 120 VOLT SPECIFICATION GRADE DUPLEX RECEPTACLE NEMA 5-20R INSTALLED 16" A.F.F. UNLESS NOTED OTHERWISE, WHITE IN COLOR. "GFI" DENOTES RECEPTACLE EQUIPPED WITH INTEGRAL GROUND FAULT CIRCUIT INTERRUPTER.
- 20 AMP 2P, 3 WIRE, GROUNDING TYPE, 120 VOLT SPECIFICATION GRADE DUPLEX RECEPTACLE NEMA 5-20R INSTALLED ABOVE COUNTER TOP OR COUNTER TOP BACK SPLASH. "GFI" DENOTES RECEPTACLE EQUIPPED WITH INTEGRAL GROUND FAULT CIRCUIT INTERRUPTER.

FIRE ALARM

- FIRE ALARM SYSTEM CEILING SMOKE DETECTOR.
- FIRE ALARM SYSTEM CEILING HEAT DETECTOR.
- FIRE ALARM SYSTEM WALL MOUNTED VISUAL SIGNALLING DEVICE.

SERVICE AND DISTRIBUTION

- NON-FUSED SAFETY DISCONNECT SWITCH, AMPERE RATING AND NUMBER OF POLES AS NOTED.
- CIRCUIT BREAKER PANELBOARD.
- MOTOR CONNECTION, HORSEPOWER, VOLTAGE AND PHASE AS NOTED.

RACEWAY AND BOXES

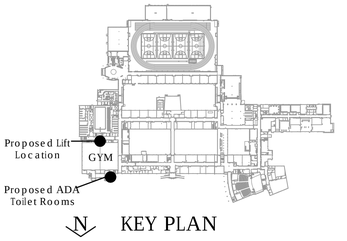
- CEILING JUNCTION BOX.
- WALL MOUNTED JUNCTION BOX.
- CONDUIT ROUTED CONCEALED IN WALLS AND CEILING. HASH MARKS DENOTE QUANTITY OF #12 CONDUCTORS OR AS NOTED.
- CONDUIT ROUTED EXPOSED. INSTALL PARALLEL TO WALLS AND CEILINGS. HASH MARKS DENOTE QUANTITY OF #12 CONDUCTORS OR AS NOTED.

VOICE

- VOICE JACK, +48" A.F.F UNLESS OTHERWISE NOTED.
- WALL MOUNTED OCCUPENCY SENSOR LIGHT SWITCH
- MOTION SENSOR

C21 ELECTRICAL SYMBOLS

N.T.S.



A21 KEY PLAN

N.T.S.

KEY PLAN

NO.	DATE	DESCRIPTION
1	08.31.15	ISSUED FOR BID AND PERMIT

ISSUANCE

CS2 DESIGNGROUP LLC
837 Oakton Street
Elk Grove, IL 60007
Phone: 847.681.1900
Fax: 847.681.1905
www.cs2designgroup.com

PROFESSIONAL SEAL

EXPIRATION DATE

DATE	DRAWN	CHECKED	APPROVED
5-27-2015	CS2	CS2	CS2

AUBURN HIGH SCHOOL- GYMNASIUM LIFT and ADA Toilet Rooms
ROCKFORD PUBLIC SCHOOL DISTRICT 205
5110 Auburn St
Rockford, IL 61101

PARTIAL FIRST FLOOR ELECTRICAL PLANS

SHEET NO.

AHS-E1.1.1

COPYRIGHT © 2014
CS2 Design Group, LLC