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

IFB No. **17-03 East High School Academy and Receiving Renovations**

DATE: **June 30, 2016**

OFFERS WILL BE RECEIVED UNTIL: **2:00 P.M. (CDST) on Thursday, July 21, 2016**

RE: **IFB No. 17-03 East High School Academy and Receiving Renovations**. The purpose of this Invitation for Bid (IFB) is to solicit bids for the demolition and new construction to relocate receiving room. Includes the removal of two rooms, construction of interior wall to create new receiving rooms, new doors, rework of power, lighting and heating elements. Approximately 1,600 square feet at East High School, 2929 Charles Street, Rockford, IL 61108.

IFB Opening: **Thursday, July 21, 2016 at 2:00 p.m., Rockford Board of Education, 6th floor Conference Room, 501 Seventh St., Rockford, IL 61104.**

If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 3rd floor prior to coming to the 6th floor. Please allow time for this as late submission will not be accepted.
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, THURSDAY, JULY 7, 2016 AT 2:00 P.M. (CDST), AT EAST HIGH SCHOOL, 2929 CHARLES ST., ROCKFORD, IL 61108 BY OWNER'S REPRESENTATIVE. MEET IN THE SECURE ENTRY – EAST SIDE OF SCHOOL.

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.

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INVITATION TO BID

Project	East High School: Academy and Receiving Renovations
Location	East High School 2929 Charles Street Rockford, Illinois 61108
Owner	Rockford Public School District 205 501 Seventh Street Rockford, Illinois 61104
Architect	Belles Firm of Architecture 2905 Creekside Court Rockford, Illinois 61114 815/961-0504 Fax: 815/963-3108 Email: bellesfirm@yahoo.com
Bid Scope	Demolition and new construction to relocate receiving room. Includes removal of two rooms, construction of interior wall to create new receiving rooms. New Doors, rework of power, lighting and heating elements. Approximately 1,600 square feet.
Bid Due Date	2:00 P.M. (CDST), Thursday, July 21, 2016
Pre-Bid Meeting	Mandatory Meeting: 2:00 PM (CDST), Thursday, July 7, 2016; at East High School, 2929 Charles Street, Rockford, IL 61108, meet in the secure entry – east side of school..
Addendums	Last RFI accepted: 12:00 P.M. (CDST), July 18, 2016 Last addendum issued: 12:00 P.M. (CDST), July 19, 2016
Other Key Dates	Tuesday, August 9, 2016; RPS Board Meeting Wednesday, August 10, 2016; Award / Notice to Proceed
Bid Security	5% of Base Bid.
Obtain Bid Documents By	Emailing the District's Purchasing Department, by downloading

INVITATION TO BID

from the on District's Purchasing Bids-RFPs webpage 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 17-03 East High School Academy and Receiving Renovations

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.: **17-03**

OPENING DATE: **July 21, 2016**

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

DESCRIPTION: **East High School Academy and Receiving Renovations**

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.

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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.

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§ 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.

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§ 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

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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.

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§ 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.

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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	$2,000,000.00 each person
	$1,000,000.00 each occurrence	$2,000,000.00 each occurrence
	$1,000,000.00 aggregate	$4,000,000.00 aggregate
b. Property damage:	$1,000,000.00 each occurrence	$1,000,000.00 each occurrence
	$1,000,000.00 aggregate	$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	$5,000,000.00 each occurrence
$3,000,000.00 aggregate	$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.

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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.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. 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.

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§ 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.

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§ 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

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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.

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§ 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;

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.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.

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§ 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.

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§ 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.

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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

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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

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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.

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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.

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§ 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:

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.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.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by 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.

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§ 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.

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§ 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

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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

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.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.

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§ 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:

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.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

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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

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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.

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§ 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.

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§ 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)

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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

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.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

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.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.

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§ 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)

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User Notes: (1833321540)

ADDENDUM

ADDENDUM TO A CERTAIN CONTRACT FOR CONSTRUCTION BY AND BETWEEN _____ _____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 _____, 20__ between _____(Contractor) 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). Consortium 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 Program Manager 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, with a copy to Program Manager, 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.

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 the Work 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.

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, under the terms of Contractor's by-laws and policies of Contractor have been taken prior to execution of this document on behalf of Contractor. 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 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:
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

ROCKFORD PUBLIC SCHOOLS
REQUIRED BID FORMS CHECK LIST
Bid/RFP/RFQ No.: 17-03 East High School Academy and Receiving Renovations

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
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	☐	
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)

BID OFFER FORM

Rockford Public School District #205
East High School:
Academy and Receiving Renovations
Board of Education Rockford, Illinois Project: 1704
Belles Firm of Architecture, Inc. Project: 983

Rockford Board of Education
School District No. 205
Rockford, Illinois

Ladies/Gentlemen:

The undersigned, having become familiar with the local conditions affecting cost of the work, and with the Bidding Documents including Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary Conditions, Specifications, and Addenda issued thereto, as prepared by Rockford Board of Education, Rockford, IL, hereby agrees to furnish all labor, material and equipment necessary to complete **East High School: Academy and Receiving Renovations**, for the amount shown below:

BASE BID: …….. $_____
Base Bid

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

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.

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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.)

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§ 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;

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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:

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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.
/
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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.

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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

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§ 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:

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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. /

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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.
/

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User Notes:

ACORD®

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 Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ 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

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DOCUMENT 00730 – SUPPLEMENTARY CONDITIONS

1.01 CHANGE ORDER MARK-UPS:
Add the following to provisions regarding Change Order mark ups in Conditions of the Contract:

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

1. For the Contractor, for Work performed by the Contractor's own forces, twelve percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractors, five percent of the amount due the Subcontractors.
3. For each Subcontractor involved, for Work performed by that Subcontractor's own forces, five percent of the cost.
4. For each Subcontractor involved, for Work performed by the Subcontractor's Subcontractors, five percent of the amount due the Sub-subcontractor.
5. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

A. Project identification: East High School: Academy and Receiving Renovations

Location: East High School
2929 Charles Street
Rockford, IL 61108

B. Project summary: Demolition and New construction to relocate receiving room. Includes removal of two rooms. Construction of interior wall to create new receiving room. New doors. Rework of power, lighting, and heating elements. Approximately 1,600 square feet.

C. Particular project requirements:

1. Existing site conditions and restrictions:
   a. Confine parking and loading areas to areas on site as directed by the Owner's Representative and building principal.
   b. Provide fences, barricades, guard lights, etc. as required to protect persons and property from injury in conjunction with this contract work
   c. Building access shall only be as required to perform construction duties.
   d. Access shall be limited.
   e. Remove rubbish and debris daily. Remove excess materials and equipment from site upon completion of use.

2. Requirements for sequencing or scheduling:
   a. Hours of access shall be as allowed by SD 205. Typically 6am to 5pm
   b. The Contractor and all Subcontractors shall notify the Owner's Representative prior to beginning work each day.

3. Protect existing work:
   a. Protect existing building and surfaces to remain. Protect existing trees, shrubs, lawns, etc.
   b. Repair damage to this contract work at no cost to Owner.
   c. 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.

4. Guarantee: Contractor is to guarantee all work for a minimum of three years after final acceptance.

5. 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.

D. Permits and Fees: All permits and fees shall be secured and paid for by the owner.

E. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Owner.

F. Dimensions: Verify dimensions indicated on drawings with field dimensions before fabrication or ordering of materials. Do not scale drawings.

G. Existing Conditions: Notify Owner of existing conditions differing from those indicated on the drawings. Do not remove or alter structural components without prior written approval.

H. Coordination:

1. Coordinate the work of all trades.
2. Verify location of utilities and existing conditions.

I. Installation Requirements, General:

1. Inspect substrates and report unsatisfactory conditions in writing.
2. Do not proceed until unsatisfactory conditions have been corrected.
3. Take field measurements prior to fabrication where practical. Form to required shapes and sizes with true edges, lines and angles. Provide inserts and templates as needed for work of other trades.
4. Install materials in exact accordance with manufacturer's instructions and approved submittals.
5. Install materials in proper relation with adjacent construction and with proper appearance.
6. Restore units damaged during installation. Replace units which cannot be restored at no additional expense to the Owner.
7. Refer to additional installation requirements and tolerances specified under individual specification sections.

J. Definitions:

1. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
2. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of 'Approved' in General and Supplementary Conditions.
3. Match Existing: Match existing as acceptable to the Owner.

K. Intent: Drawings and specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.

L. Writing style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, 'Provide tile' means 'Contractor shall provide tile.'

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

A. Provide cutting and patching work to properly complete the work of the project, complying with requirements for:

1. Structural work.
2. Electrical systems.
3. Visual requirements, including detailing and tolerances.
4. Operational and safety limitations.
5. Fire resistance ratings.
6. Inspection, preparation, and performance.
7. Cleaning.

B. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decreased energy performance, increased maintenance, decreased operational life, or decreased safety.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Match existing materials for cutting and patching work with new materials conforming to project requirements.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Inspect conditions prior to work to identify scope and type of work required. Protect adjacent work. Notify Owner of work requiring interruption to building services or Owner's operations.

B. Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval.

C. Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Check for concealed utilities and structure before cutting.

D. Patching: Make patches, seams, and joints durable and inconspicuous. Comply with tolerances for new work.

E. Clean work area and areas affected by cutting and patching operations.

END OF SECTION

SECTION 01100

PROJECT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Provide coordination of work.

1. Supervisory personnel.
2. Preconstruction conference.
3. Other meetings as requested by the Owner and/or Architect.

B. Submit reports as requested by the Owner and/or Architect.

C. Prepare schedules:
1. Submit progress schedule, bar-chart type, updated weekly.
2. Prepare submittal schedule; coordinate with progress schedule.
3. Submit schedule of values.

D. Perform surveys:
1. Laying out the work and verifying locations during construction.

E. Submit and post a list of emergency telephone numbers and address for individuals to be contacted in case of emergency.

F. Submit payment request procedures.

G. Perform quality control during installation.

H. Clean and protect the work.

I. Damage to the builidng, including the interior, caused by contractor’s failure to properly protect work, shall be the sole responsibility of the contractor to correct.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide types of submittals listed in individual sections and number of copies required.

1. Shop drawings, reviewed and annotated.
2. Product data.
3. Samples - 3, plus extra samples as required to indicate range of color, finish, and texture to be expected. ONLY physical samples will be accepted. NO electronic submission.
4. Inspection and test reports.
5. Warranties - Three (3) hard-copies, signed and sealed as appropriate. NO electronic submission.
6. Closeout submittals.

B. Comply with project format for submittals.
1. Provide two (3) copies of all written material, one (1) copy to be returned.
or
2. Provide editable pdf. Copy will be returned via email.

C. Provide required resubmittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.

D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. As indicated, provide shop drawings signed and sealed by a Licensed Illinois Structural Engineer. Note special coordination required. Note any deviations from requirements of the Contract Documents.

E. Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Warranties shall be signed by contractor, supplier or installer responsible for performance of warranty.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 SUMMARY

A. Provide temporary services and utilities, including utility costs:

1. Water: Temporary water service required for the work will be available from the Owner's existing system as directed by the Owner. Owner will pay cost of water used.
2. Lighting and power: The contractor shall provide all temporary electricity as required for the work by extending proper feeders, switches, etc. from the Owner's existing system. Current available at no cost to Contractor. Do not connect any equipment requiring more than 110 volts to Owner's system without written permission from the Owner.
3. Telephone: Shall be furnished by the Contractor.
4. Toilet facilities: Contractor is allowed to use the existing SD205 toilet rooms.
5. Materials storage: Exterior storage to be limited to areas on the site as directed by the Owner's Representative. Interior material storage is not available.
6. Contractor parking, site access are to be restricted to areas designated by SD205.

B. Provide construction and personnel support facilities:

1. None. Field office, if desired by the contractor, shall be at contractor's sole expense.
2. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site.
3. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.

C. Provide security and protection requirements:

1. Fire extinguishers.
2. Site enclosure, fences, barricades, warning signs, lights, etc. as required to protect persons and property from injury in conjunction with this contract work.
3. Environmental protection.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01600

PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as recommended by manufacturers of primary materials.

B. Provide products selected or approved equal. Products submitted for substitution shall be submitted with acceptable documentation, and include costs of substitution including related work.

C. Request for substitution must be in writing. Conditions for substitution include:

1. An 'or equal' phrase in the specifications.
2. Specified material cannot be coordinated with other work.
3. Specified material is not acceptable to authorities having jurisdiction.
4. Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.

D. Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples is not a substitution approval unless clearly presented as a substitution at the time of submittal.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. The following are prerequisites to substantial completion. Provide the following:

1. Punch list.
2. Supporting documentation.
3. Warranties.
4. Certifications.

B. Provide the following prerequisites to final acceptance:

1. Final payment request with supporting affidavits.
2. Completed punch list.

C. Provide a marked-up set of drawings including changes which occurred during construction.

D. Provide the following closeout procedures:

1. Electronic and Hard Copy Closeout Documentation.
2. Training and turnover to Owner's personnel.
3. Final cleaning and touch-up.
4. Removal of temporary facilities, fences, barricades, etc.
5. Excess construction materials and construction equipment.

E. Electronic Closeout Documentation:

1. Provide a complete project closeout documentation package. This package shall include:
   a. Project Record Documents.
   b. Approved Submittals.
   c. Operation and Maintenance Manuals.
   d. Warrantees.
   e. Owner training materials/DVD’s.
   f. Project Contact Directory.

2. 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.

3. In order to facilitate the Electronic Closeout Documentation process, comply with the following procedures:
   a. Contact Digital Revolution, Inc. after award of the contract to schedule a pre-closeout meeting. Review the following:
      1. Format of documents: PDF electronic format for all documents.
      2. Folder structure for storage and transfer of files.
      3. Schedule for collection and turn-over of closeout documentation.
      4. Record Document format procedures: Provide clean and accurate paper copies of the marked-up Record Documents (Drawings and Specifications) for scanning.
      5. Provide contact information for the individual responsible for the collection and transfer of the electronic closeout documentation package contents.

4. Provide project closeout documentation in the following formats:
   a. Provide and deliver to SD205 Project Manager one (1) hard copy of all documents in the closeout documentation package.
      1. Organize data into three -ring binders with identification on front and spine of each binder, and envelopes for folded drawings.
   b. Provide and deliver to SD205 Project Manger (1) flash drive with all documents in pdf format.
   c. Provide and deliver to Architect, (1) flash drive with all documents in pdf format.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Selective Building Demolition:

1. Protection of site work and adjacent structures.
2. Disconnection, capping, and removal of utilities.
3. Pollution control during building demolition, including noise control.
4. Removal and legal disposal of materials.
5. Selective demolition of building components designated to be removed.
6. Protection of portions of structure adjacent to or affected by selective demolition.
7. Removal of abandoned utilities and wiring.
8. Notification to Owner of schedule of shut-off of utilities.

B. Asbestos and hazardous materials demolition or removal work is not part of this contract.

1.02 DEFINITIONS

A. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.

B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

1.03 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste is the property of the district and is to be properly disposed of by the Contractor.

1.04 SUBMITTALS

A. Submit for approval selective demolition schedule, including schedule and methods for capping utilities to be abandoned and maintaining existing utility service.

B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for dust control, and for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

E. Predemolition Photographs or Video: Submit before Work begins.

F. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.05 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Use experienced workers.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

1.06 PROJECT CONDITIONS

A. Immediate areas of work will not be occupied during selective demolition. Adjacent areas may be occupied by the public, including children.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials:

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.07 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION

3.02 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review record documents of existing construction provided by Owner. Owner does not guarantee

that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect and Owner.

E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.03 PREPARATION

A. Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished. Strengthen or add new supports when required during progress of selective demolition.

3.04 DEMOLITION

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations. Maintain adequate ventilation when using cutting torches.
4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
5. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.

1. Dispose of demolished items and materials promptly. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will

convey debris to grade level in a controlled descent.
4. Burning: Do not burn demolished materials.
5. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate item s after cleaning. Identify contents of containers.
3. Store items in a secure area until deliver y to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.05 CLEANING

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

END OF SECTION

SECTION 02831

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.01 SUMMARY

A. Provide chain link fencing and gates for areas requiring separation.

B. Rework/repair existing chain link fencing to create secure separation areas.

1.02 SUBMITTALS

A. Submit for approval product data.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations.

B. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for five years.

C. Fence installer shall be a company with five years experience installing similiar porjects and products in accordance with ASTM f567.

D. Tolerances: Current published edition of ASTM specifications tolerances apply.

E. Deliver, handle, and store materials in accordance with manufacturer's instructions. Store and protect products off the ground when required.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Steel Chain-Link Fence Fabric:

1. Mesh and Wire Size: 2 inch mesh, 0.120 inch diameter (11 gage).
2. Coating: ASTM A 817, Type 2, Class 2, zinc-coated (galvanized).
3. Standard fabric selvage. Knuckle finish at one end, twist at other.

B. Framework and Fittings:

1. Round steel pipe and rail: ASTM F1083 Framework, schedule 40 galvanized pipe per ASTM F1083.
   a. End, corner, line, intermediate, & gate posts.

C. Swing gates:

1. Double or single opening as indicated on the drawings. Height 8'-0" clear opening. Galvanized steel welded fabrication in compliance with ASTM F900.
2. Gate frame members 1.5 in. OD. Frame members spaced no greater than 6 ft. (2440 mm) apart vertically and horizontally. Welded joints protected by applying zinc-rich paint in accordance with ASTM Practice A780.
3. Positive locking gate latch fabricated of 5/16 in. (7.9 mm) thick by 1 ¾” (44.45 mm) pressed steel galvanized after fabrication. Galvanized malleable iron or heavy gauge pressed steel post and frame hinges. Match gate fabric to that of the fence system.
4. Gateposts 2.00 in OD.

D. Tension wire

1. Metallic Coated Steel Marcelled Tension Wire: 7 gauge (0.177 in.) (4.50 mm) marcelled wire complying with ASTM A824

2. Match coating type to that of the chain link fabric.

3. Swinging type.

E. Fittings:

1. Tension and Brace Bands: Galvanized pressed steel complying with ASTM F626, minimum steel thickness of 12 gauge (0.105 in.) (2.67 mm), minimum width of 3/4 in. (19 mm) and minimum zinc coating of 1.20 oz/ft² (366 g/m²). Bands supplied with 3/8 in. (9.53 mm) galvanized steel carriage bolts.
2. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, Rail Sleeves: In compliance to ASTM F626, pressed steel galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft² (366 g/m²).
3. Tie Wire and Hog Rings: Galvanized minimum zinc coating 1.20 oz/ft² (366 g/m²) 9 gauge (0.148) (3.76 mm) steel wire in compliance with ASTM F626.
4. All other miscellaneous parts and fitting to match existing to remain.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Install materials in accordance with manufacturer's instructions and approved submittals. Comply with ASTM F 567. Install materials in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Install posts to depth to avoid frost heave.

B. Clear, grade, and remove debris for the fence line or any required clear areas adjacent to the fence.

3.03 FRAMEWORK INSTALLATION

A. Posts shall be solidly fastened with appropriate brackets and expansion studs into the existing concrete.

B. Top rail: Install 21 ft. (6.4 m) lengths of rail continuous thru the line post or barb arm loop top. Splice rail using top rail sleeves minimum 6 in. (152 mm) long. The rail shall be secured to the terminal post by a brace band and rail end.

C. Terminal posts: End, corner, pull and gate posts shall be braced and trussed. The horizontal brace rail and diagonal truss rod shall be installed in accordance with ASTM F567.

D. Tension wire: Shall be installed 4 in. (101.6 mm) up from the bottom of the fabric.

3.04 CHAIN LINK FABRIC INSTALLATION

A. Install fabric to same side of the framework as existing to remain. Attach fabric to the terminal post by threading the tension bar through the fabric; secure the tension bar to the terminal post with tension bands and 5/16 in. (7.94 mm) carriage bolts spaced no greater than 12 inches (304.8mm) on center.

B. Chain link fabric to be stretched taut free of sag. Fabric to be secured to the line post with tie wires spaced no greater than 12 inches (304.8 mm) on center and to rail spaced no greater than18 inches (457.2 mm) on center. Secure fabric to the tension wire with hog rings spaced no greater than 18 inches (457.2 mm) apart. Tie wire shall be wrapped around the post or rail and attached to the fabric wire picket on each side by twisting the tie wire around the fabric wire picket two full turns.

C. The installed fabric shall have a ground clearance on no more than 2 inches (50 mm).

D. Carriage bolts used for fittings shall be installed with the head on the secure side of the fence. All bolts shall be peened over to prevent removal of the nut.

3.05 GATE INSTALLATION

A. Swing Gates: Installation of swing gates and gateposts in compliance with ASTM F567.. Gates shall be plumb in the closed position having a bottom clearance of 3 in. (76 mm) grade permitting. Hinge and latch offset opening space from the gate frame to the post shall be no greater than 3 in. (76 mm) in the closed position. Double gate drop bar receivers shall be set in a concrete footing minimum 6 in. (152 mm) diameter 24 in. (609.6 mm) deep. Gate leaf holdbacks shall be installed for all double gates.

3.06 CLEAN UP

A. Restore or replace damaged components. Clean and protect work from damage.

B. The area of the fence line shall be left neat and free of any debris caused by the installation of the fence.

END OF SECTION

SECTION 05400

COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.01 SUMMARY

A. Provide cold-formed metal framing units:

1. Load-bearing steel-stud walls.
2. Nonload-bearing steel-stud walls.

1.02 SUBMITTALS

A. Submit for approval shop drawings, product data, engineering certification of deflection criteria.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Standards: AISI, Specification for Design of Cold-Formed Steel Structural Members.

C. Deflection Criteria: L/600.

D. Fabrication Tolerances: 1/8" in 10'.

E. Erection Tolerances: 1/16".

PART 2 - PRODUCTS

2.02 MATERIALS

A. Cold-Formed Metal Framing Materials:

1. Wall Framing: C-shaped load-bearing steel studs type and size as indicated on drawings and as required to support wind and roof loads..
2. Units 16 gage (.0598 inch) and heavier: ASTM A 446, yield point 50,000.
3. Units 18 gage (.0358 inch): ASTM A 446, yield point 37,000 psi.
4. Units 20 gage (.0329 inch): ASTM A 446, yield point 33,000 psi.
5. Finish: Prime-coated, rust-inhibitive primer.

B. Framing Accessories:

1. Supplementary framing.
2. Bracing, bridging, and solid blocking.
3. Web stiffeners.
4. Anchors, clips, and fasteners.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.

B. Comply with requirements of ASTM C 1007 for installation of steel studs and accessories and Metal Lath/Steel Framing Association Lightweight Steel Framing Systems Manual.

C. Restore damaged components. Protect work from damage.

END OF SECTION

SECTION 05500

METAL FABRICATIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide the following:

.

1. Loose steel lintels.
2. Miscellaneous framing and supports for overhead doors.
3. Miscellaneous steel trim.
4. Pipe bollards.
5. Remodeling of existing metal fabrications.

1.02 SUBMITTALS

A. Submit for approval samples for items exposed to view, shop drawings, product data, test reports.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Ferrous Materials:

1. Steel Plates, Shapes and Bars: ASTM A 36.
2. Steel Pipe, Black Finish: ASTM A 53.
3. Brackets, Flanges, and Anchors: Cast or formed metal.
4. Welding Rods and Bare Electrodes: AWS specifications.

B. Fasteners:

1. Bolts and Nuts: Hexagon head type, ASTM A 307, Grade A..
2. Plain Washers: Round carbon steel, FS FF-W-92.
3. Drilled-In Expansion Anchors: FS FF-S-325.
4. Lock Washers: Spring type carbon steel, FS FF-W-84.
5. Zinc-Coating: Fasteners in exterior assemblies or exterior walls.

C. Auxiliary Materials:

1. Exterior/Interior Anchoring Cement: Erosion-resistant hydraulic expansion cement.
2. Shop Primer: Alkyd primer, FS TT-P-645.
3. Galvanizing Repair Paint: SSPC - Paint 20.
4.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Take field measurements prior to preparation of shop drawings and fabrication. Do not delay job; allow for cutting and fitting if field measurement not practical.

B. Form work true to line with sharp angles and edges. Weld continuously, grind flush and make smooth on exposed surfaces.

C. Install work plumb and level with hairline joints and ground flush welds.

D. Lintels: Provide sizes indicated with 8" bearing at each end.

E. Touch-up damaged coatings with shop primer and galvanize repair paint.

F. Paint items scheduled in accordance with painting section.

END OF SECTION

SECTION 06100

ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

A. Provide rough carpentry:
B.
1. Wood grounds, nailers, and blocking.
2. Backing panels.
3. Sheathing.

1.02 SUBMITTALS

A. Submit for approval product data.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Lumber Standards and Grade Stamps: U.S. Product Standard PS 20, American Softwood Lumber Standard and inspection agency grade stamps.

C. Construction Panel Standards: PS 1, U.S. Product Standard for Construction and Industrial Plywood; APA PRP-108.

D. Preservative Treatment: AWPA C2 for lumber and AWPA C9 for plywood; waterborne pressure treatment. Provide for wood in contact with soil concrete, masonry, roofing, flashing, dampproofing and waterproofing.

E. Fire-Retardant Treatment: AWPA C20 for lumber and AWPA C27 for plywood; noncorrosive type. Provide at building interior where required by code.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Boards:

1. Exposed Boards: 15 percent moisture content.
2. Concealed Boards: 19 percent moisture content.

B. Miscellaneous Lumber:

1. Moisture Content: 19 percent.
2. Grade: Standard grade light framing.

C. Construction Panels:

1. Plywood Backing Panels: APA C-D Plugged Exposure 1 with exterior glue, fire-retardant treated.

D. Gypsum Sheathing:

1. Material: Gypsum sheathing board with water-resistant core.
2. Type: Regular or Type X fire-resistant ASTM C 79 as indicated on the drawings.

E. Auxiliary Materials:

1. Air Infiltration Barrier: Woven polyolefin sheet.
2. Sill Sealer Gaskets: Glass fiber strip resilient insulation.
3. Framing Anchors and Fasteners: Non-corrosive, suitable for load and exposure. Drywall screws are not acceptable.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Wood framing: Comply with recommendations of NFPA Manual for House Framing, NFPA Recommended Nailing Schedule, and NFPA National Design Specifications for Wood Construction.

B. Plywood: Comply with recommendations of APA Design and Construction Guide - Residential and Commercial.

C. Provide nailers, blocking and grounds where required. Set work plumb, level and accurately cut.

D. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with other work.

E. Comply with manufacturer's requirements for cutting, handling, fastening and working treated materials.

F. Restore damaged components. Protect work from damage.

END OF SECTION

SECTION 07210

BUILDING INSULATION

PART 1 - GENERAL

1.01 SUMMARY

A. Provide building insulation and vapor retarders:

1. Thermal insulation in walls between dissimilar conditioned spaces, blanket type.
2. Insulation in walls to reduce sound transmission between spaces, blanket type.
3. Sheet vapor retarders.

1.02 SUBMITTALS

A. Submit for approval product data, test reports.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Blanket/Batt Insulation:

1. Type: Glass fiber or mineral slag fiber, ASTM C 665, Type I unfaced.
2. Type: Glass fiber or mineral slag fiber, ASTM C 665, Type III foil-scrim-kraft vapor-retarder membrane.

B. Vapor Retarder (Not Integral with Insulation):

1. Type: Polyethylene, ASTM D 4397, 6 mils, 0.13 perm vapor transmission rating.

C. Accessories:

1. Adhesives and mechanical anchors and clips.
2. Protection board.
3. Crack sealers and tapes.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections. Provide full thickness in one layer over entire area, tightly fitting around penetrations.

B. Install vapor retarder over entire area of inside face of exterior walls and elsewhere as indicated. Seal all seams and around perimeter and penetrations with duct tape to form a continuous vapor retarder free of holes.

C. Protect installed insulation and vapor retarder.

END OF SECTION

SECTION 07901

JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide joint sealers at interior and exterior vertical and horizontal joints.

1.02 SUBMITTALS

A. Submit for approval samples, product data and color samples

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Field-Constructed Mock-Ups: Each joint type.

C. Environmental Limitations: Do not proceed with installation of joint sealants when ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Joint Sealants
   1. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.
   2. Sealant for General Use Where Another Type Is Not Specified:
      a. Single-component, neutral-curing silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses T, NT, M, G, A, and O.

B. Joint Sealant Backing:
   1. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer.
   2. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
   3. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Examine substrate; report unsatisfactory conditions in writing. Beginning work means acceptance of substrates.

B. Comply with ASTM C 1193

C. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Clean and prime joints, and install bond breakers, backer rods and sealant as recommended by manufacturers.

D. Depth shall equal width up to 1/2" wide; depth shall equal 1/2 width for joints over 1/2" wide.

E. Cure and protect sealants as directed by manufacturers. Replace or restore damaged sealants. Clean adjacent surfaces to remove spillage.

END OF SECTION

SECTION 08111

STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.01 SUMMARY

A. Provide steel doors and frames:
   1. Interior steel doors and frames.

1.02 SUBMITTALS

A. Submit for approval samples, shop drawings, product data.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Standards: ANSI/SDI-100, Recommended Specifications for Standard Steel Doors and Frames.

C. Performance Standards:
   1. Thermal-Rated Assemblies at Exterior: ASTM C 236 or ASTM C 976.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Manufacturers: Ceco Door Products, Curries Co., Steelcraft or approved equal.

B. Steel Doors:
   1. Door Type: Standard steel doors with hollow or composite construction.
   2. Doors: ANSI/SDI-100, Grade III, extra-heavy-duty, minimum 16 gage (.0598 inch) galvanized sheet steel, 1-3/4 inches thick..
   3. Finish: Factory primed and field painted.

C. Steel Frames:
   1. Frames: Welded type, 14 gage (.0625 inch) sheet steel, mitered corners.
   2. Finish: Factory primed and field painted.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Fabricate work to be rigid, neat and free from seams, defects, dents, warp, buckle, and exposed fasteners. Install doors and frames in compliance with SDI-100, NFPA 80, and requirements of authorities having jurisdiction.

B. Provide thermally improved doors with maximum U-value of 0.24 BTU/hr./sq.ft./degree F (ASTM C236) for all exterior doors and elsewhere as noted..

C. Hardware: Prepare doors and frames to receive hardware on schedule. Provide for 3 silencers on door frame.

D. Touch-up damaged coatings.

END OF SECTION

SECTION 08211

FLUSH WOOD DOORS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide flush wood doors:

1. Interior solid core flush doors.
2. Remodeling existing flush wood doors and frame systems.

1.02 SUBMITTALS

A. Submit for approval samples, product data, warranty.

1. Factory finish applied to actual door face materials approximately 10"x10".

B. Product Data: Include details of core and edge construction, and trim for openings.

C. Shop Drawings: Indicate location, size hand, and elevation of each type of door. Include the following:

1. Dimensions and locations of blocking
2. Dimensions and locations of mortices and holes for hardware.
3. Dimensions and locations of cutouts.
4. Undercuts.
5. Finish requirements.
6. Fire-protection ratings for rated doors.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for five years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Product Performance: Provide documents showing compliance to the following WDMA attributes, validating the specified WDMA Performance Duty Level:

1. Adhesive Bonding Durability: WDMA TM-6
2. Cycle Slam: WDMA TM-7
3. Hinge Loading: WDMA TM-8
4. Screw Holding: WDMA TM-10
    a. Door Face
    b. Vertical Door Edge
    c. Horizontal Door Edge (applies when hardware is attached)

C. Quality Standards: NWWDA I.S. 1A, and AWI Architectural Quality Standards.

D. Quality Standards: NWWDA I.S. 1A, and WIC Manual of Millwork.

E. Fire Rated Wood Doors: Meeting ASTM E 152 requirements.

F. Pre-installation conference conducted at school prior to installation of doors.

1.04 WARRANTY

A. 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:
2. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.

a. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
b. 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

2.02 MATERIALS

A. Manufacturers: Algoma Hardwoods, Eggers Industries, Weyerhaeuser Co. or approved equal.

B. Obtain flush wood doors from single manufacturer.

C. Interior Solid Core Doors:

1. Grade: Performance grade WDMA I. S. 1-A
a. All doors must meet WDMA Performance Duty Level, including face screw holding requirement. Surface applied hardware shall be installed with screws; through bolts are not acceptable.

2. Fire-rated Wood Doors:
a. Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency for fire-protection ratings indicated, based on testing at positive pressure accourding to NFPA 252.
b. Provide core specified, or fire-resistant composite core as needed to provide fire-protection rating indicated.
c. Provide composite blocking approved for use in doors of fire-protection ratings indicated as needed to maintain WDMA performace level and eliminate through-bolting hardware.
d. Provide formed-steeel edges and astragals with intumescent seals as required.
1). Finish to be stainless steel edges and astragals.

3. Construction: 5-ply construction with stave core, 1-3/4 inches thick. Book-matched, plain-sliced, red or white oak faces.

4. Finish: Transparent finish with manufacturer's standard U.V. cured polyurethane, equal to WDMA TR-6, catalyzed polyurethane. Staining and sheen to match as closely as feasible to newer existing doors to remain, and as acceptable to SD205 Interior Designer's approval.

D. Fitting and Finish:

1. Fitting: [Job-site fit doors.
2. Finish: Factory stain with factory catalyzed lacquer - to match existing.

E. Auxiliary Materials:

1. Glazing frames.

PART 3 - EXECUTION

3.02 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of referenced standard and manufacturer's written instructions.

B. Package factory-finished doors individually in manufacturer's standard plastic bags, stretch wrap, or cardboard cartons.

C. Mark each door on top rail with opening number used on Shop Drawings. Include manufacturer's order number and date of manufacture.

D. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during remainder of construction period.

3.03 INSTALLATION

A. Comply with NWMA I.S. 1A and specified quality standard. Prefit doors to frames. Premachine doors for hardware listed on final schedules. Factory bevel doors.

B. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.

1. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.
2. Comply with NFPA 80 for fire rated doors.

C. Adjust, clean, and protect.

1. Operation: Correct any deficiency that prohibits the door from swinging or operating freely. Do not remove hinge screws after initial insertion. Shims used for alignment purposes must be inserted between hinge and frame. Do not insert shims between hinge and door.
2. To prevent stile failure, insure that door closers are properly adjusted and do not limit the door opening swing. Limit door opening swing only with a properly located stop.
3. 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

SECTION 08360

SECTIONAL OVERHEAD DOORS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide sectional overhead doors:
   1. Exterior units.

1.02 SUBMITTALS

A. Submit for approval shop drawings, product data, colors.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Manufacturers: Atlas Roll-Lite Overhead Doors, Overhead Door Corp., Raynor Garage Door Co., or approved equal.

B. Sectional Overhead Doors:
   1. Frame and Panels: Aluminum frame and aluminum panels.
   2. Panel Profile: Flat.
   3. Track Type: Standard track.
   4. Operation: Manual. Alternate for Electric door operator.
   5. Steel Finish: Zinc-coated steel.
   6. Aluminum Finish: Polyester powder coating.

C. Auxiliary Materials:
   1. Lifting handles and locking bars.
   2. Automatic reversing control for bottom bar for electrically operated sectional overhead doors.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.

B. Install assemblies complete with all hardware, anchors, inserts, supports and accessories. Restore damaged finishes and test for proper operation. Clean and protect work from damage.

END OF SECTION

SECTION 08710

DOOR HARDWARE

PART 1 - GENERAL

1.01 SUMMARY

A. Provide the following:
   1. Hardware for swinging doors.

1.02 SUBMITTALS

A. Submit for approval samples, product data, finish samples, and hardware schedule proposed for use based on Owner's requirements.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Handicapped Accessibility: ANSI A117.1, AADAG, and local requirements.

C. Materials and Application: ANSI A156 series standards.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Manufacturers: Sargent, Schlage, Yale or approved equal.

B. Door Hardware:
   1. Quality Level: Heavy duty commercial type.
   2. Locksets and Latchsets: Mortise type.
   3. Lock Cylinders: Interchangeable type.
   4. Keying: Owner's requirements keying and key control system.
   5. Hinges and Butts: Geared continuous hinge..
   6. Hardware Finishes: Match existing to remain, else, satin stainless finish on exposed surfaces.

C. Auxiliary Materials:
   1. Door Trim Units: Kickplates, edge trim, and related trim.
   2. Stops and overhead door holders.
   3. Weatherstripping and thresholds.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Follow guidelines of DHI "Recommended Locations for Builder's Hardware and hardware manufacturers' instructions.

B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.

C. Adjust operation, clean and protect.

END OF SECTION

SECTION 08720

POWER DOOR OPERATORS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide all supports, hardware, and miscellaneous work to provide for installation of door operators. Operators may, or may not, be installed at this time.

1.02 SUBMITTALS

A. Submit for approval samples, product data, shop drawings.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Manufacturers: not applicable.

B. Power Door Operators:
   1. Operator: Electromechanical operator.
   2. Automatic Door Control: Infrared motion detector controls.

C. Auxiliary Materials:
   1. Guide rails.
   2. Wall push-plate switch.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.

B. Adjust operation, clean and protect.

END OF SECTION

SECTION 08800

GLAZING FOR GLASS VIEW PANELS IN FLUSH WOOD DOORS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide glazing for doors.

1.02 SUBMITTALS

A. Submit for approval samples, shop drawings, product data, mock-ups, warranty, test reports, maintenance data, extra stock.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Testing: Glazing performance and fire ratings where required.

1.04 WARRANTY

A. Glass Warranties - 10 years.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Manufacturers: AFG Industries, Cardinal, Libby Owens Ford, Viracon or approved equal.

B. Glass:

1. Primary Glass Products: Clear float glass, ASTM C 1036.
2. Heat-Treated Glass Products: Heat-strengthened, tempered, glass, ASTM C 1048.
3. Laminated Glass Units: Polyvinyl butyral interlayer.

C. Glazing Accessories:

1. Elastomeric glazing sealants.
2. Preformed glazing tapes.
3. Glazing gaskets.
4. Setting blocks, spacers, and compressible filler rods.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Inspect framing and report unsatisfactory conditions in writing.

B. Comply with FGMA "Glazing Manual" and manufacturers instructions and recommendations. Use manufacturer's recommended spacers, blocks, primers, sealers, gaskets and accessories.

C. Install glass with uniformity of pattern, draw, bow and roller marks.

D. Install sealants to provide complete wetting and bond and to create a substantial wash away from glass.

E. Remove and replace damaged glass and glazing. Wash, polish and protect all glass supplied under this section.

END OF SECTION

SECTION 09250

GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.01 SUMMARY

A. Provide gypsum board assemblies:

1. Interior walls and partitions.
2. Steel framing systems to receive gypsum board.
3. Insulation and vapor barrier systems in gypsum board assemblies.
4. Remodeling at existing construction.

B. Gypsum Board Attachment:

1. Gypsum board screw-attached to steel framing and furring.
2. Gypsum board bonded adhesively to interior masonry substrates.

1.02 SUBMITTALS

A. Submit for approval product data.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Tolerances: Not more than 1/16 inch difference in true plane at joints between adjacent boards before finishing. After finishing, joints shall be not be visible. Not more than 1/8 inch in 10 feet deviation from true plane, plumb, level and proper relation to adjacent surfaces in finished work.

C. Fire Resistance for Fire Rated Assemblies: ASTM E 119.

D. Performance: Fire, structural, and seismic performance meeting requirements of building code and local authorities.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Manufacturers of Gypsum Board: Georgia-Pacific Corp., National Gypsum Co., United States Gypsum Co. or approved equal.

B. Manufacturers of Steel Framing and Furring: Dietrich Industries, National Gypsum Co., Unimast or approved equal.

C. Gypsum Board:

1. Gypsum Wallboard: ASTM C 36, regular and fire-rated types as required, 5/8 inch typical thickness.
2. Water-Resistant Gypsum Backing Board: ASTM C 630, regular and fire-rated types as required, 5/8 inch typical thickness.
3. Joint Treatment: ASTM C 475 and ASTM C 840, 3-coat system, paper or fiberglass tape.

D. Trim Accessories:

1. Material: Metal trim.
2. Types: Cornerbead, edge trim, and control joints.
3. Decorative Profiles: Extruded aluminum reveals and channels with factory-applied primer.

E. Steel Framing for Walls and Partitions:

1. Steel Studs and Runners: ASTM C 645, 20 gage (.0329 inch) or 22 gage (.0276 inch); 3-5/8 inch typical depth with manufacturer's standard corrosion-resistant coating.
2. Furring Channels: ASTM C 645, 20 gage (.0329 inch) with manufacturer's standard corrosion-resistant coating.
3. Auxiliary Framing Components: Furring brackets, resilient furring channels, Z-furring members, and non-corrosive fasteners.

F. Auxiliary Materials:

1. Gypsum board screws, ASTM C 1002..
2. Fastening adhesive.
3. Mineral fiber sound attenuation blankets.
4. Mineral fiber thermal insulation.
5. Polyethylene vapor retarder, 6 mils.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Install steel framing in compliance with ASTM C 754. Install with tolerances necessary to produce substrate for gypsum board assemblies with tolerances specified. Include blocking for items such as railings, grab bars, casework, toilet accessories and similar items.

B. Install gypsum board assemblies in compliance with ASTM C 840 and GA 216, Recommended Specifications for the Application and Finishing of Gypsum Board. Install gypsum board assemblies true, plumb, level and in proper relation to adjacent surfaces. Provide continuous vapor retarder at exterior walls.

C. Provide fire-rated systems where indicated and where required by authorities having jurisdiction.

D. Do not allow butt-to-butt joints and joints that do not fall over framing members.

E. Where new partitions meet existing construction, remove existing cornerbeads to provide a smooth transition.

F. Provide insulation full height and thickness in partitions where indicated on drawings.

G. Provide acoustical sealant at both faces at top and bottom runner tracks, wall perimeters, openings, expansion and control joints.

H. Install trim and 3-coat joint treatment in strict compliance with manufacturer's instructions and recommendations. Joint treatment is required at all fasteners and edges between boards. Fill all surface defects. Sand between and after joint treatment coatings and leave ready for finish painting or wall treatment.

END OF SECTION

SECTION 15400

PLUMBING

PART 1 - GENERAL

1.01 SUMMARY

A. Modify existing plumbing systems including supply, waste and vent systems at existing fixtures to be removed.

B. Modify and relocate existing services as required to accommodate removal of existing fixtures. Remove existing systems and piping no longer required.

1.02 SUBMITTALS

A. None

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations.

B. Arrangement of piping indicated on the drawings is diagrammatic, and indicates the minimum requirements for plumbing work. Site conditions shall determine the actual arrangement of runs, bends, offsets, and similar items. Take field measurements before fabrication. Be responsible for accuracy of dimensions and layout. Overhead piping shall be laid out to obtain maximum head room.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Provide plumbing systems components and all required accessories including shut-offs and clean-outs. Provide components which prevent back-siphonage or cross-connections.

B. Sanitary, waste and vent piping: Shall match existing. Service weight cast iron with load and oakum fittings or no-hub pipe with MG joints or clamp-all couplings or DWV type PVC.

C. Hot and cold water piping: Type L seamless hard drawn copper tubing assembled with solder fittings.

D. Hangers: Provide wrought iron pipe hangers, brackets or clamps at 5' intervals. Fasten with lag screw or with expansion shields as applicable. For water piping, provide adjustable wrought iron copper plated hangers at 6' intervals maximum. Provide hangers to allow for full thickness of insulation.

E. Sleeves and escutcheons: Galvanized wrought iron. Where uncovered pipes pass through finished areas, provide heavy chromium escutcheons.

F. Covering and insulation: For domestic hot and cold water piping provide 1/2" flexible foamed tubing by Owens Corning or Armstrong 1/2" Armaflex or approved equal. Seal joints vapor tight. Insulate valves and fittings including water service piping with equal thickness of pipe insulation. Provide 18 gauge protection saddles between insulation and pipe hangers. Comply with fire hazard regulations.

G. Valves and shut-offs: Full size bronze gate valves for hot and cold water branches. Provide drainage valves.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable regulations and code requirements. Provide proper clearances for servicing.

B. Conceal piping to the greatest extent practical. Support piping properly. Pitch to drain points. Install with pipe expansion loops, mechanical expansion joints, and anchors.

C. Disinfect water distribution system. Flush and test all systems for proper operation.

D. Maintain indicated fire ratings of walls, partitions, ceilings and floors at penetrations. Seal with firestopping to maintain fire rating.

E. Restore damaged finishes. Clean and protect work from damage.

END OF SECTION

SECTION 15500

HEATING, VENTILATING, AND AIR CONDITIONING

PART 1 - GENERAL

1.01 SUMMARY

A. Modify existing hot water heating systempiping distribution mechanical systems including:

1. Hot water piping.
2. Radiators.
3. Regulators.
4. Temperature controls.

B. Modify, relocate and extend existing service to accommodate new work. Relocate existing components as required for new system.

C. Coordinate with Owner's room uses to provide adequate system for all contract areas.

D. Coordinate location of modified components to avoid interference with location of other systems, including piping and lighting fixtures.

1.02 SUBMITTALS

A. None

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Arrangement of systems indicated on the drawings is diagrammatic, and indicates the minimum requirements for mechanical work. Site conditions shall determine the actual arrangement of systems. Take field measurements before fabrication. Be responsible for accuracy of dimensions and layout. Overhead ductwork shall be laid out to obtain maximum head room.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Piping: Schedule 40 seamless black steel, ASTM A 53, Grade A.

B. Valves: Provide valves required by service intended including gate, globe, check, and ball valves. Provide valves by Kennedy, Crane, Nibco or approved equal.

C. Hangers and supports: Comply with ANSI B31.1.

D. Convectors: Copper tubes with aluminum fins, 16 gauge steel front and top panels by Trane, Airtherm or approved equal.

E. Components: Automatic air vents, thermometers, pressure gauges, expansion joints, regulating valves, air separators, expansion tanks, and pumps as required.

F. Controls: Automatic temperature control system by Honeywell, Johnson Controls or approved equal.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Comply with applicable regulations and building code requirements. Provide proper clearances for servicing.

B. Support piping properly. Pitch to drain points. Install with pipe expansion loops, mechanical expansion joints, and anchors.

C. Install shutoff valves on each piece of equipment on both hot and cold water supply.

D. Insulate piping .

E. Conceal piping and ductwork to the greatest extent practical.

F. Maintain indicated fire ratings of walls, partitions, ceilings and floors at penetrations. Seal with firestopping to maintain fire rating.

G. Clearly label and tag all components.

H. Restore damaged finishes. Clean and protect work from damage.

END OF SECTION

SECTION 16000

ELECTRICAL

PART 1 - GENERAL

1.01 SUMMARY

A. Provide electrical systems including:

1. Power, telephone, cable, and data outlets and wiring.
2. Lighting.
3. Exit / Emergency lighting.
4. Fire / smoke detection and alarm system.
5. Cable / Computer / Data system.

B. Include wiring, outlet boxes, receptacles, lighting fixtures, switches, conduits, and raceways and all accessories.

C. Modify, relocate and extend existing service to accommodate new work. Relamp existing fixtures consistent with building standards. Remove existing systems and wiring which are abandoned.

D. Maintain fire alarm system in operation during construction.

E. Coordinate with Owner's room uses to provide adequate system for all contract areas.

F. Coordinate locations to avoid interference with location of designated lighting fixture locations.

G. Coordinate data outlet completion with Owner's communications requirements.

H. Do not cut structural elements without prior written approval.

1.02 SUBMITTALS

A. Submit for approval circuit diagrams, product data, operating and maintenance data, record documents.

1.03 QUALITY ASSURANCE

A. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

B. Arrangement of systems indicated on the drawings is diagrammatic, and indicates the minimum requirements for electrical work. Site conditions shall determine the actual arrangement of conduits, boxes, and similar items. Take field measurements before fabrication. Be responsible for accuracy of dimensions and layout.

C. Comply with the National Electrical Code and applicable local regulations.

PART 2 - PRODUCTS

2.02 MATERIALS

A. Conduit: Rigid galvanized metal conduit, intermediate metallic conduit, electrical metallic tubing for concealed interior raceways, flexible metal conduit, and rigid nonmetallic conduit as required.

B. Exposed metal raceways by Wiremold, Walker Parkersburg or approved equal where wiring cannot be concealed.

C. Boxes: Provide galvanized steel outlet, junction and pull boxes sized to meet requirements of National Electrical Code. Provide outlet boxes for 48 volt emergency lights with blank covers painted yellow.

D. Conductors and wiring: 600 volt insulation type THWN or THHN copper wiring for branch circuits. Conductors AWG No. 12 shall be solid. Conductors AWG No. 10 and larger stranded. Minimum conductor size AWG No. 12. Green ground conductor in all raceways. Other sizes as required by service intended.

E. Wiring devices: Receptacles, lighting switches, ground fault receptacles, dimmers, and coverplates as required.

F. Panelboards as required by National Electrical Code.

G. Fixtures: As indicated on drawings.

H. Occupancy sensors: Ceiling-mounted occupancy sensors by Unenco or approved equal to control light fixtures in areas designated on drawings.

PART 3 - EXECUTION

3.02 INSTALLATION

A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance for exposed work. Coordinate with work of other sections. Provide proper clearances for servicing.

B. Comply with National Electrical Code and building code requirements. Maintain continuity of circuits required to supply new or existing equipment in service.

C. Provide core drilling as required for new work.

D. Conceal conduit to the greatest extent practical.

E. Install light switches at uniform height above finished floor. Locate switches within rooms at strike side of door unless noted otherwise.

F. Install thermostats centered at uniform height above finished floor.

G. Gang-mount multiple switching locations. Mount multiple types of controls as close together as possible and in-line with each other.

H. Group multiple junction boxes, telephone and electrical outlets together on wall not more than 6" apart. Avoid back-to-back box locations.

I. Mount electrical, data, and telephone outlets vertically, at uniform height above finished floor

unless noted otherwise.

J. Maintain indicated fire ratings of walls, partitions, ceilings and floors at penetrations. Seal with firestopping to maintain fire rating.

K. Test all systems for proper operation. Label circuits in electrical panels.

L. Restore damaged finishes. Clean and protect work from damage.

M. Instruct Owner's personnel in proper operation of systems.

END OF SECTION

EAST HIGH SCHOOL

ACADEMY + RECEIVING RENOVATIONS

2929 CHARLES STREET, ROCKFORD, ILLINOIS

ROCKFORD PUBLIC SCHOOLS

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SHEET INDEX

SHEET	DESCRIPTION
	COVER SHEET & ABBREVIATIONS
A1	KEY PLAN, DEMOLITION PLAN, AND GENERAL NOTES
A2	REVISED PLAN, WALL TYPES/DETAILS, AND DOOR SCHEDULE & HARDWARE
MEP1	REVISED POWER, LIGHTING, & ALARM PLAN, LIGHT FIXTURE SCHEDULE/SYMBOL KEY, AND REVISED MECHANICAL PLAN

ABBREVIATIONS

ADJ.	ADJACENT
AFF	ABOVE FINISH FLOOR (SUBFLOOR OR SLAB)
AHJ	AUTHORITIES HAVING JURISDICTION
ALUM	ALUMINUM
ALT.	ALTERNATE
AP	ACOUSTIC PANEL
B/	BOTTOM OF
BLDG	BUILDING
BLKG	BLOCKING
BM	BEAM
B.O.	BY OWNER
BOT.	BOTTOM
BRD (BD)	BOARD
BRG	BEARING
CARP	CARPET
CJ	CONTROL JOINT
℄	CENTER LINE
CLG	CEILING
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
CT	CERAMIC TILE
DIA (ø)	DIAMETER
DIM(S)	DIMENSION(S)
DN	DOWN
DTL (DET)	DETAIL
DWG	DRAWING
EA	EACH
E.J.	EXPANSION JOINT
ELECT (ELEC.)	ELECTRIC(AL)
ELEV (EL)	ELEVATION
EQUIP	EQUIPMENT
EXIST (EX)	EXIST
EWC	ELECTRIC WATER COOLER
EXT	EXTERIOR
FD	FLOOR DRAIN
FEB	FIRE EXTING. BRACKET MOUNTED
FEC	FIRE EQUIPMENT CABINET
FIXT	FIXTURE
FNDN	FOUNDATION
F.O.W.	FACE OF WALL
FRP	FIBERGLASS REINFORCED PANEL
FT	FOOT
FT	FOOTING
GA.	GUAGE
GFRB	GYPSUM BASE BOARD
GL	GLASS
GYP BD (GWB)	GYPSUM WALL BOARD
HDR	HEADER
HDW	HARDWARE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
HT	HEIGHT
ID	INTERIOR DIMENSION
INCL	INCLUDING
INSUL	INSULATION
INT	INTERIOR
JT	JOINT
LAV	LAVATORY
LF	LINEAR FOOT
LH	LEFT HAND
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
MAS	MASONRY
MECH.	MECHANICAL
MDF	MEDIUM DENSITY FIBERBOARD
MFGR (MFR)	MANUFACTURER
MIN	MINIMUM
M.O.	MASONRY OPENING
MTD	MOUNTED
MTL (MET)	METAL
MFGR(MFR)	MANUFACTURER
MTL	METAL
N.I.C.	NOT IN CONTRACT
NTS	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIMENSION
OH	OVERHEAD
OPNG	OPENING
OPP HND	OPPOSITE HAND
P (PNT) (PTD)	PAINT(ED)
PART	PARTITION
±	PLUS OR MINUS
PX	REMOVE THIS ITEM
PLYWD	PLYWOOD
PNL	PANEL
PR	PAIR
R	RISERS
REQD	REQUIRED
RH	RIGHT HAND
R.O.	ROUGH OPENING
SC	SOLID CORE
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SS	STAINLESS STEEL
SS GLASS	SINGLE STRENGTH
STL	STEEL
STRUCT	STRUCTURAL
SUSP	SUSPENDED
S CONC	SEALED CONCRETE
T	TREAD
T/	TOP OF
T & G	TONGUE & GROOVE
TEMP	TEMPERED
TERR	TERRAZZO
THK	THICK
THRU	THROUGH
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITER'S LABORITORIES
U.N.O.	UNLESS NOTED OTHERWISE
UR	URINAL
VERT	VERTICAL
V.I.F.	VERIFY IN FIELD
VP	VENEER PLASTER
VTR	VENT THRU ROOF
VWC	VINYL WALL COVERING
W	WIDE
W/	WITH
WC	WATER CLOSET
WD	WOOD
WRGWB	WATER RESISTANT GYPSUM WALL BOARD

SEALS

STATE OF ILLINOIS
ROB C. BELLES
001-013146
LICENCED ARCHITECT

Rob C. Belles

DATE: 06-03-2016
EXPIRES: 11-30-2016

PROFESSIONAL DESIGN FIRM ARCHITECT CORPORATION 184-001868

STATEMENT OF COMPLIANCE

I have prepared, or caused to be prepared under my direct supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Environmental Barriers Act [410 ILCS 25] and the Illinois Accessibility Code (71 Ill. Adm. Code 400).

MATERIAL INDICATIONS

- EARTH
- GRAVEL OR SAND FILL
- CONCRETE
- LIGHT WEIGHT CONCRETE
- BRICK MASONRY
- REINFORCING BARS (END)
- REINFORCING BARS (SIDE)
- CONCRETE BLOCK
- CUT STONE
- STUD WALL OR PARTITION
- STEEL OR IRON
- ROUGH WOOD
- FINISH WOOD
- PLYWOOD
- CARPET
- ACOUSTICAL TILE
- LAMINATED BEAM
- VAPOR BARRIER
- RIGID INSULATION
- LOOSE OR BATT INSULATION
- PLASTER OR DRYWALL
- STRUCTURAL STEEL

GRAPHIC SYMBOLS

- DRAWING No. / SHEET No. — DETAIL MARK
- DRAWING No. / SHEET No. — SECTION MARK
- ELEVATION MARK
- # — DOOR NUMBER
- # — WALL TYPE
- # / A — INTERIOR ELEVATION
- NAME / # — ROOM NAME/NUMBER
- # / HEIGHT — ROOM NUMBER/CEILING HEIGHT

CODE DATA

BUILDING

TYPE OF PROJECT:	RENOVATION NO CHANGE IN USE
TYPE OF CONSTRUCTION:	IB
USE GROUP CLASSIFICATION:	E (EDUCATIONAL)
MIXED USE OPTION:	NON-SEPARATED
FIRE SUPPRESSION SYSTEM:	NONE

BUILDING CODES

2012 ICC (IBC) INTERNATIONAL BUILDING CODE
1997 CDB (IAC) ILLINOIS ACCESSIBILITY CODE (APRIL 24, 1997)
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
2015 ICC (IECC) INTERNATIONAL ENERGY CONSERVATION CODE
2012 ICC (IFC) INTERNATIONAL FIRE CODE
2015 ICC (IMC) INTERNATIONAL MECHANICAL CODE
2014 IDPH (IPC) ILLINOIS PLUMBING CODE
2014 NFPA 70 (NEC) NATIONAL ELECTRICAL CODE

BUILDING LIMITATIONS

MEAN HEIGHT OF BUILDING:	4 STORIES 48'-8"
ALLOWABLE HEIGHT:	5 STORIES, 160 FEET
ACTUAL AREA:	99,392 SQUARE FEET
ALLOWABLE AREA:	UNLIMITED
EXIT TRAVEL DISTANCE:	200'-0"

FIRE RESISTANT CONSTRUCTION

EXTERIOR WALLS:	2 HR LOAD BEARING 1 HR NON-LOAD BEARING
STRUCTURAL FRAME	2 HR
INTERIOR WALLS	2 HR LOAD BEARING 0 HR NON-LOAD BEARING
FLOOR CONSTRUCTION	2 HR
ROOF CONSTRUCTION	1 HR
CORRIDORS	1 HR
SHAFTS	NA
INCIDENTAL USE	NA
INTERIOR FINISHES CLASS:	
VERTICAL EXITS:	CLASS 'II'
EXIT ACCESS CORRIDORS:	CLASS 'II'
ROOMS/ENCLOSED SPACES:	CLASS 'III'

DEMOLITION AND RENOVATION NOTES

D1 REMOVE LIGHT FIXTURE, ASSOCIATED RECEPTACLE, AND SWITCH. DISPOSE OF ALL.

D2 COMPRESSED AIR. CONFIRM REMOVAL OR RELOCATION WITH OWNER.

D3 COMPLETELY REMOVE PARTIAL WALLS, DOOR, AND CEILING STRUCTURE, AT EXISTING PLYWOOD ROOM.

D4 REMOVE LIGHT FIXTURES AND ASSOCIATED WIRING AND CONDUIT.

D5 EXISTING SWITCH LOCATION. RE-USE/REWORK LOCATION AND DEVICES AS INDICATED ON LIGHTING PLAN.

D6 REMOVE BLOCK WALL FROM FINISHED FLOOR TO U.S. OF DECK ABOVE. PATCH/REPAIR ADJACENT SURFACES, INCLUDING FLOOR, AS REQUIRED FOR NEW FINISHES.

D7 REMOVE LIGHT FIXTURE(S), ASSOCIATED WIRING AND CONDUIT, AND SWITCHING CONTROLS.

D8 REMOVE EXISTING GWB/STUD WALL FROM FLOOR TO U.S. OF DECK/BEAM ABOVE. PATCH/REPAIR ADJACENT SURFACES, INCLUDING FLOOR, AS REQUIRED FOR NEW FINISHES. REMOVE ALL DEVICES AND UTILITIES RUN IN OR ON THE WALL. MAINTAIN ALL UTILITIES THAT EXTEND THRU THE WALL.

D9 REMOVE TELEPHONE RECEPTACLE AND ASSOCIATED WIRING.

D10 REMOVE DOOR AND HARDWARE IN WALL TO BE REMOVED.

D11 REMOVE WINDOW IN WALL TO BE REMOVED.

D12 REMOVE EXISTING MECHANICAL UNIT HUNG FROM CEILING. REMOVE UNIT AND ALL ASSOCIATED ROUND DUCTWORK. REMOVE POWER. REMOVE DUCT THRU ROOF AND PATCH/REPAIR ROOF.

D13 REMOVE EXISTING FIRE EXTINGUISHER, AND BRACKET, AND TURN OVER TO OWNER FOR RE-USE.

D14 REMOVE EXISTING RECEPTACLE, AND ALL ASSOCIATED WIRING AND CONDUIT AT WALL TO BE REMOVED.

D15 REMOVE EXISTING SPEAKER AND ALL ASSOCIATED WIRING. DO NOT DISABLE, OR INTERRUPT OTHER DEVICES.

D16 EXISTING UTILITY SINK AND ASSOCIATED EXISTING HOT WATER, COLD WATER, SANITARY, AND VENT PIPING TO REMAIN

D17A OWNER'S EXISTING EQUIPMENT. REMOVE ICE MACHINE AND REFRIGERATOR TO LOCATION WITHIN BUILDING AS DIRECTED BY OWNER.
D17B DISCONNECT, STORE, AND PROTECT WASHER AND DRYER AS REQUIRED BY NEW CONSTRUCTION. RETURN TO EXISTING LOCATION AND RECONNECT AFTER CONSTRUCTION IS COMPLETE.

D18 EXISTING VENT DUCT FROM CLOTHES DRYER AND EXHAUST GRILLE AT EXTERIOR OF BUILDING TO REMAIN.

D19 EXISTING POWER PANEL TO BE REMOVED. POWER TO EXISTING DEVICES, IN THIS PANEL, AND TO REMAIN ARE TO BE ENERGIZED BY NEW PANEL. NO DEVICES TO REMAIN SHALL BE LEFT NOT ENERGIZED!

D20 REMOVE FENCE AND GATE. COMPLETELY REMOVE ANY EMBEDMENTS / HOLES IN CONCRETE FLOOR, AND PATCH AS NECESSARY FOR NEW FINISHED FLOOR APPEARANCE. CONTRACTOR MAY, AT HIS OPTION, REUSE FENCE SYSTEM MESH, POSTS AND RAILS IN NEW LOCATION AS INDICATED ON SHEET A2.

D21 REMOVE EXISTING JUNCTION BOX AND CONDUIT.

D22 DEVICE ABOVE DOOR. UNKNOWN USE. CONTRACTOR TO VERIFY USE. IF DEVICE IS OPERABLE, AND RELOCATE TO SIDE OF MASONRY CHASE (AT SINK) IF DEVICE IS TO REMAIN.

D23 NOT USED.

D24 EXISTING BUS BAR TO BE REMOVED BY SD205 ELECTRICIANS. EXISTING CONDUIT, WIRES, AND NEW JUNCTION BOX TO BE PROVIDED FOR NEW ELECTRICAL PANEL UNDER THIS CONTRACT.

D25 EXISTING CRANE RAIL TO REMAIN.

D26 REMOVE EXISTING WIRE MOULD TO ACCOMMODATE NEW OPENING.

D27 CUT OPENING IN EXISTING CMU WALL FOR NEW DOOR. PROVIDE NEW 3-1/2"X3"X1/4" STEEL ANGLE LINTEL W/ 4" MIN. BEARING ON EACH SIDE.

D28 REMOVE PAIR OF EXISTING DOORS AND HARDWARE. EXISTING FRAME TO REMAIN. PROVIDE BLANK-OFF PLATES AT HINGE MORTICES FOR FINAL FINISHED APPEARANCE.

D29 REMOVE EXISTING KEY BOX AND RELOCATE TO NEW LOCATION. SEE REVISED DRAWINGS.

D30 REMOVE EXISTING DOOR(S) AND HARDWARE. EXISTING FRAME TO REMAIN!

D31 REMOVE EXISTING COLD WATER SUPPLY TO EXISTING ICE MACHINE. PROPERLY CAP PIPING TO REMAIN.

"REMOVE" MEANS TO REMOVE AND DISPOSE OF THE ITEM/DEVICE IN A CODE COMPLIANT MANNER. IN REFERENCE TO ELECTRICAL WIRE, CONDUIT, OR PIPING IT MEANS TO REMOVE THE CONDUIT, PIPE, ETC. TO THE NEAREST LOGICAL JUNCTURE. NOTHING IS TO BE ABANDONED IN-PLACE.

GENERAL NOTES

GENERAL

DRAWINGS AND SPECIFICATIONS ARE INTENDED TO PROVIDE THE BASIS FOR PROPER COMPLETION OF THE WORK SUITABLE FOR THE INTENDED USE OF THE OWNER. ANYTHING NOT EXPRESSLY SET FORTH BUT WHICH IS REASONABLE IMPLIED OR NECESSARY FOR PROPER PERFORMANCE OF THE PROJECT SHALL BE INCLUDED.

DOCUMENTS ARE WRITTEN IN THE IMPERATIVE MODE. EXCEPT WHERE SPECIFICALLY INTENDED OTHERWISE, THE SUBJECT OF ALL IMPERATIVE STATEMENTS IS THE CONTRACTOR. FOR EXAMPLE, 'PROVIDE TILE' MEANS 'CONTRACTOR SHALL PROVIDE TILE.'

THE CONTRACTOR SHALL CHECK THE WORK AREA, BUILDING COMPONENETS, INCLUDING UTILITIES, AND SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE SITE. ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK.

BEFORE ORDERING MATERIAL OR DOING WORK, EACH CONTRACTOR SHALL BE RESPONSIBLE FOR MEASURING THE PHYSICAL DIMENSIONS OF THE SITE TO HIS NEEDS, SUFFICIENT TO EXECUTE THE WORK DESIRED BY THE OWNER. EACH CONTRACTOR SHALL DETERMINE CONTRACT LIMITS OF THE SITE IN SUFFICIENT DETAIL TO EXECUTE THE WORK DESIRED BY THE OWNER. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF HIS MEASUREMENTS. MEASUREMENTS GIVEN ON THE DRAWINGS ARE FOR REFERENCES ONLY.

THE USER OF THESE DRAWINGS AGREES TO HOLD THE ARCHITECT HARMLESS FOR ANY RESPONSIBILITY IN REGARD TO CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES AND FOR ANY JOBSITE SAFETY PRECAUTIONS AND PROGRAMS. FURTHER THE USER OF THESE DRAWINGS SHALL HOLD THE ARCHITECT HARMLESS FOR COST AND PROBLEMS ARISING FROM NEGLIGENCE OF CONTRACTOR, SUBCONTRACTOR, TRADESMEN, OR WORKMEN. THE USE OF THESE DRAWINGS ALSO IMPLIES THAT THE ARCHITECT SHALL TAKE NO RESPONSIBILITY FOR THE PLANNED USER'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE DRAWINGS CONTRACT DOCUMENTS.

DO NOT SCALE DRAWINGS. USE FIGURED DIMENSIONS. LARGE SCALE DRAWINGS AND DETAILS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.

ALL LABOR, MATERIALS, AND CONSTRUCTION SHALL COMPLY AND CONFORM WITH ALL RULES, REGULATIONS, CODES AND ORDINANCES OF ALL FEDERAL, STATE AND LOCAL AUTHORITIES HAVING JURISDICTION OVER THE WORK, INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AND THE AMERICAN WITH DISABILITIES ACT (ADA).

THE CONTRACTOR SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT FOR ALL WORK SHOWN OR SPECIFIED, INCLUDING TEMPORARY FACILITIES, EXCEPT AS NOTED.

THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL AND RUBBISH AND AT THE COMPLETION OF THE WORK, SHALL REMOVE FROM THE PREMISES ALL RUBBISH, IMPLEMENTS AND SURPLUS MATERIALS AND LEAVE THE BUILDING BROOM - CLEAN.

WORK NOT INDICATED IN ANY PART OF THESE DRAWINGS, BUT REASONABLY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES SHALL BE REPEATED.

THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS, EACH AS HIS TRADE APPLIES, SHALL BE RESPONSIBLE FOR INTERPRETATIONS, CLARIFICATIONS, RECONCILIATION OF CONTRADICTIONS, OR INSUFFICIENT INFORMATION OR SHALL SUBMIT DETAILS TO THE ARCHITECT PRIOR TO CONSTRUCTION. WHERE CONTRADICTIONS OCCUR (FOR BIDDING PURPOSES) THE ITEM REQUIRING THE GREATER LABOR OR MATERIAL SHALL GOVERN.

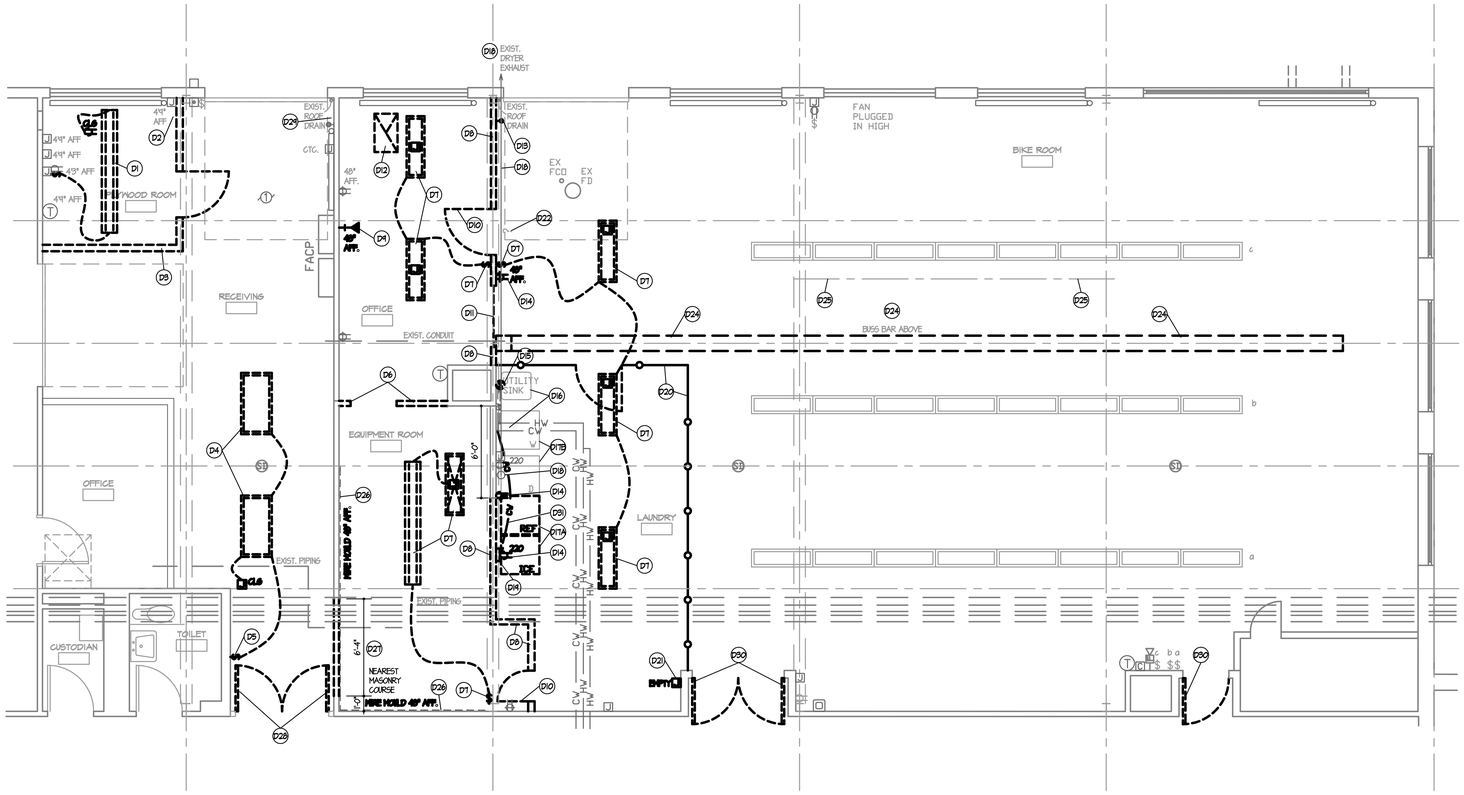
EACH CONTRACTOR SHALL REVIEW THE DRAWINGS OF OTHER TRADES TO VERIFY SPACES IN WHICH THEIR WORK WILL BE INSTALLED WILL BE CLEAR OF OBSTRUCTIONS. WHERE THERE IS EVIDENCE THAT WORK WILL INTERFER WITH OTHER CONTRACTORS, EACH SHALL ASSIST IN WORKING OUT SPACE CONDITIONS FOR SATISFACTORY ADJUSTMENTS.

CONTRACTOR SHALL MAINTAIN ONE (1) COMPLETE MARKED UP SET OF "AS-BUILT" PROJECT PRINTS DURING CONSTRUCTION. CONTRACTOR SHALL SUBMIT "AS-BUILTS" FOR REVIEW BY ARCHITECT AND ENGINEER AS REQUESTED. AT COMPLETION OF PROJECT, THE CONTRACTOR SHALL PROVIDE TWO (2) SEPARATE SETS OF REPRODUCIBLES OF THESE "AS-BUILT" PRINTS. ONE (1) SET FOR THE OWNER, AND ONE (1) SET FOR THE ARCHITECT. CONTRACTOR SHALL RETAIN COPY OF THE PROJECT FOR HIS RECORDS.

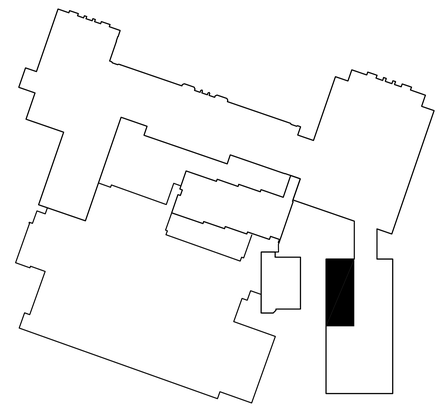
ALL CONTRACTORS AND SUB-CONTRACTORS, EACH AS HIS OWN TRADE APPLIES, SHALL BE RESPONSIBLE FOR ACQUAINTING HIMSELF WITH THE ANSI A117.1, THE STATE OF ILLINOIS CAPITAL DEVELOPMENT BOARD ACCESSIBILITY CODE, AND THE FEDERAL AMERICANS WITH DISABILITIES ACT, AND SHALL BE RESPONSIBLE FOR COMPLYING WITH THESE STANDARDS AS THEY APPLY TO WORK UNDER CONTRACT. ALL SUB-CONTRACTORS, EACH AS HIS OWN TRADE APPLIES, SHALL BE RESPONSIBLE FOR RECONCILIATION OF CONTRADICTIONS OR INCOMPLETE INFORMATION PERTAINING TO THE ABOVE REFERENCED STANDARDS WHETHER SHOWN ON PLANS OR NOT.

ALL MEANS OF EXIT EGRESS TO BE ILLUMINATED.

ELECTRICAL CONTRACTOR SHALL PROVIDE A LIGHTING CONTROL SYSTEM AS REQUIRED TO COMPLY WITH THE MANDATED ENERGY CODE (IECC) FOR PROJECT LOCATION. ALL LIGHTING CONTROLS ARE TO BE PROVIDED AND INSTALLED TO MEET THE CURRENT ENERGY CODE AS ENFORCED BY THE AHJ.



2 DEMOLITION PLAN
SCALE: 1/4" = 1'-0" DEMO



1 KEY PLAN
SCALE: NONE KEY

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REV.

PROJECT
ACADEMY AND RECEIVING RENOVATIONS FOR:
ROCKFORD PUBLIC SCHOOLS
ROCKFORD EAST HIGH SCHOOL
ROCKFORD, ILLINOIS
2929 CHARLES STREET

DRAWN: RcB

DATE: 06-03-2016

PROJECT No.: 983
SD205 #1704

SHEET No.: A1

DWG FILE: A1

WALL TYPES

1 NEW 1 HOUR FIRE RATED WALL EQUAL TO UL U407
Gypsum Board - Two layers of 5/8 in. thick gypsum board, each face
Steel Studs - 3-5/8 in. wide min. 20 ga. spaced 16 in. OC - 362S125-18
Batts and Blankets - R-11 fiberglass sound batt insulation
EXTEND SYSTEM FROM EXISTING CONCRETE FLOOR SLAB TO UNDERSIDE OF STEEL ROOF DECK ABOVE. PROVIDE FIRE SAFING INSULATION BETWEEN TOP PLATE AND DECK ABOVE PER UL DESIGN. ATTACH BOTTOM TRACK TO EXISTING CONCRETE FLOOR WITH 3/8" DIA, 3" LONG, POWERS POWER STUD+ AT 32" O.C.. FASTEN TOP OF WALL AS INDICATED IN ATTACHED DETAIL.
EACH FACE OF WALL TO RECEIVE PRIMED AND PAINTED FINISH AND BASE - SEE SD205 INTERIOR DESIGNER FOR SPECIFIC INFORMATION.

RENOVATION NOTES

A1 CLEAN EXISTING WALLS. REMOVE ALL UNUSED, DAMAGED HOOKS, HANGERS, SHELVES, DEVICES, ETC.. VERIFY WITH SD205 PROJECT MANAGER ANY AND ALL UNUSED ITEMS TO REMAIN. PATCH/REPAIR EXISTING WALLS TO REMAIN FOR NEW PAINTED FINISH. SEE SD205 INTERIOR DESIGNER FOR FINAL FINISH TYPE AND COLOR. NOTE: PROVIDE PAINTED BASE.

A2 CLEAN EXISTING BARE CONCRETE FLOOR. REMOVE ALL DIRT, GREASE, WAX, SEALER, ETC. DOWN TO BARE CONCRETE. PATCH HOLES AND DAMAGED AREAS TO SATISFACTION OF SD20 PROJECT MANAGER. PROVIDE PAINTED AISLE STRIPING AS INDICATED ON THE DRAWINGS. PROVIDE CLEAR FINISH COAT SEALER.

A3 CLEAN EXISTING EXPOSED CEILING, BEAMS, PURLINS, AND MISC. STRUCTURE AS REQUIRED FOR NEW PAINTED FINISH. SEE SD205 INTERIOR DESIGNER FOR FINAL FINISH TYPE AND COLOR.

A4 EXISTING RADIATOR TO REMAIN. CLEAN TO SATISFACTION OF SD205 PROJECT MANAGER. PROVIDE NEW FINISH PER SD205 INTERIOR DESIGNER.

A5 PROVIDE (8) 4" DIAMETER, 1/4" WALL, STEEL PIPE BOLLARDS W/ 6"x6"x1/4" PLATE WITH (4) ½" HOLES. ANCHOR TO FLOOR WITH (4) 3/8" POWERS POWER STUD+ ANCHORS SET 3-1/2" INTO THE CONCRETE. PAINT ALL (SAFETY YELLOW). VERIFY IN FIELD WITH SD205 PROJECT MANAGER EXACT PLACEMENT TO PROTECT FIRE CABINET.

A6 RELOCATE MASTER KEY BOXES TO THIS LOCATION. COORDINATE WITH SD205 PROJECT MANAGER.

A7 TOOTH IN NEW FINISHED BLOCK FACE AT EXISTING MASONRY CHASE TO REMAIN. FOR FINAL FINISHED APPEARANCE ACCEPTABLE TO SD205 PROJECT MANAGER.

A8 SEE ALSO NOTE D21. PROVIDE NEW FINISHED APPEARANCE OPENING IN EXISTING WALL TO ACCOMMODATE NEW DOOR AND FRAME OPENING. PROVIDE NEW 3-1/2"x3"x1/4" STEEL ANGLE LINTEL W/ 4" MIN. BEARING ON EACH SIDE.

A9 PROVIDE FENCE SYSTEM IN LOCATION INDICATED. SYSTEM TO EXTEND FROM FLOOR TO UNDERSIDE OF "BEAMS" ABOVE - SIMILAR TO EXISTING REMOVED. CONTRACTOR MAY REUSE SUITABLE (NON-BROKEN, BENT, DEFORMED, OR SEVERELY WORN) MATERIALS FROM PREVIOUS INSTALLATION.

A10 PROVIDE FINISHED END TO EXISTING DEMOLISHED WALL. WRAP WALL WITH EDGE PROTECTION AS ACCEPTABLE TO SD205 INTERIOR DESIGNER.

A11 CONTRACTOR TO PROVIDE STRIPING AND LETTERING ON FLOOR. AISLE STRIPES TO BE 3" WIDE. LARGE TEXT TO BE 4' TALL. SMALL TEXT TO BE 3' TALL. ALL SAFETY YELLOW.

NOTES

FEB SD205 TO FURNISH & INSTALL FIRE EXTINGUISHERS PER CODE & REQUIREMENTS OF LOCAL FIRE DEPT. PROVIDE MIN. TYPE 2A 10 BC PORTABLE EXTINGUISHERS AT EXIT DOOR(S) AND AT MAX. TRAVEL DISTANCES OF 75'-0". MOUNT TOP OF EXTINGUISHER AT 54" A.F.F. SUCH THAT UNIT DOES NOT PROJECT MORE THAN 4" INTO A CIRCULATION PATH.

MAXIMUM OCCUPANT LOAD FOR ROOMS WITH OVER 50 PERSONS SHALL BE POSTED IN A MANNER ACCEPTABLE TO THE LOCAL FIRE DEPARTMENT.

HARDWARE

HARDWARE TO BE EQUAL TO THE FOLLOWING:

GEAR HINGE SELECT PRODUCTS
PANIC BARS PRECISION HARDWARE - APEX
CLOSERS LCN "SMOOTHIE"
SETS SARGENT 10 SERIES
KEYWAY SHOULD BE SARGENT RC (10 LINE)
WALL/FLOOR STOPS GLYNN JOHNSON
FB1T DOME STOP OR WB35 WALL BUMPER
SURFACE BOLTS GLYNN-JOHNSON
WEATHERSTRIPPING REESE ST7
SWEEP REESE 473
AUTOMATIC DOOR BOTTOM REESE 372A
MISC. HARDWARE HAGER, MEDIUM DUTY

COLOR AND FINISH OF DOORS AND FRAME TO MATCH EXISTING TO REMAIN. PROVIDE COLOR SAMPLE TO SD205 INTERIOR DESIGNER FOR APPROVAL.

COLOR OF ALL HARDWARE TO BE BRASS TO MATCH EXISTING TO REMAIN.

ALL HARDWARE MUST BE COMPATIBLE WITH SARGENT CYLINDERS. CYLINDERS TO BE PROVIDED BY OWNER.
KEYWAY SHOULD BE SARGENT RC (10 LINE)

ENTRANCE SET: LOCKABLE FROM INTERIOR OF CLASSROOM WITH A PUSH BUTTON.

DOOR SCHEDULE

A EXISTING MANUAL OVERHEAD DOOR - NO WORK.

B EXISTING POWERED OVERHEAD DOOR CONNECTED TO EXTERIOR CARD READER.

C EXISTING MANUAL OVERHEAD DOOR. PROVIDE NEW ELECTRICAL OPERATOR, TIED TO CARD READER AT EXTERIOR. ALL OTHER HARDWARE AND WEATHERSTRIPPING TO REMAIN.

D PROVIDE 3'-6" (CLEAR OPENING WIDTH WITH OPEN GATE) CHAIN LINK GATE IN CHAIN LINK FENCE/GATE SYSTEM. PROVIDE ACCESSIBLE LATCHING AND LOCKING HARDWARE COMPLYING WITH ADAS REGULATIONS AND AS ACCEPTABLE TO ARCHITECT AND SD205. TYPICAL OF (2).

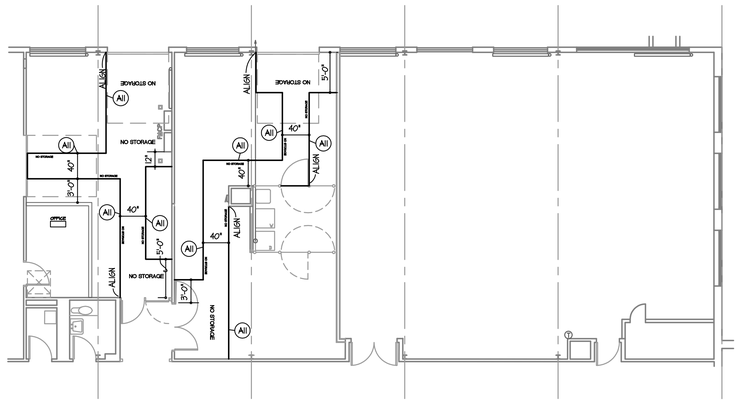
E PROVIDE HALF-LITE (SIZE EQUAL TO EXISTING REMOVED) FLUSH WOOD DOOR IN EXISTING FRAME. DOOR TO HAVE 20MIN UL RATING. HARDWARE: GEAR HINGE, PANIC BAR ENTRANCE SET, CLOSER (NO HOLD-OPEN), 24" KICK PLATE AT EACH FACE, AUTOMATIC DOOR BOTTOM, AND STOP.

F PROVIDE PAIR OF HALF-LITE (SIZE EQUAL TO EXISTING REMOVED) FLUSH WOOD DOORS IN EXISTING FRAME. HARDWARE: AT EACH LEAF, GEAR HINGE, 30" KICK PLATE, EACH FACE, CLOSERS, AUTOMATIC DOOR BOTTOMS, AND STOPS; AT INACTIVE LEAF: AUTOMATIC TOP AND BOTTOM BOLTS, LATCH RECEIVER, AND COORDINATOR; AT ACTIVE LEAF: PANIC BAR ENTRANCE SET WITH TOP & BOTTOM BOLTS. PROVIDE INTUMESCENT FIRE SEAL.

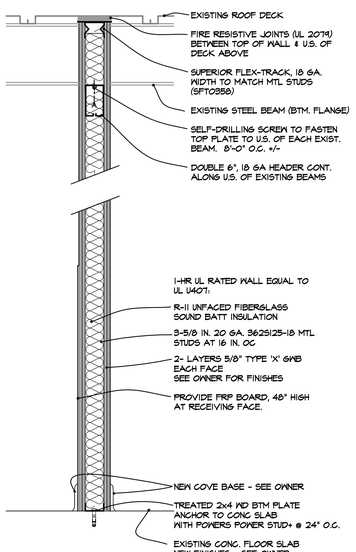
G NEW 3'-0"x7'-0" FLUSH, 10"x10" LITE, INSULATED, PAINTED HOLLOW METAL DOORS IN PAINTED HOLLOW METAL FRAME. SYSTEM TO HAVE A 20MIN. UL FIRE RATING.. HARDWARE: AT EACH LEAF: GEAR HINGE, CLOSER (NO HOLD-OPEN), 24" KICK PLATE, AUTOMATIC DOOR BOTTOM, STOPS. AT INACTIVE LEAF, AUTOMATIC TOP AND BOTTOM BOLTS, COORDINATOR, LATCH RECEIVER. AT ACTIVE LEAF, LEVER HANDLE STOREROOM SET WITH KNURLING, PLATE ASTRAGAL FOR RATING IF REQUIRED.

H NEW PAIR 3'-0"x7'-0" FLUSH, 10"x10" LITE, INSULATED, PAINTED HOLLOW METAL DOORS IN PAINTED HOLLOW METAL FRAME. SYSTEM TO HAVE A 20MIN. UL FIRE RATING. HARDWARE: REMOVABLE CENTER ASTRAGAL, GEAR HINGE, PANIC PADDLE, & PULL WITH KNURLING, CLOSER, NO HOLD OPEN, 24" KICK PLATE, AUTOMATIC DOOR BOTTOM, AND STOPS.

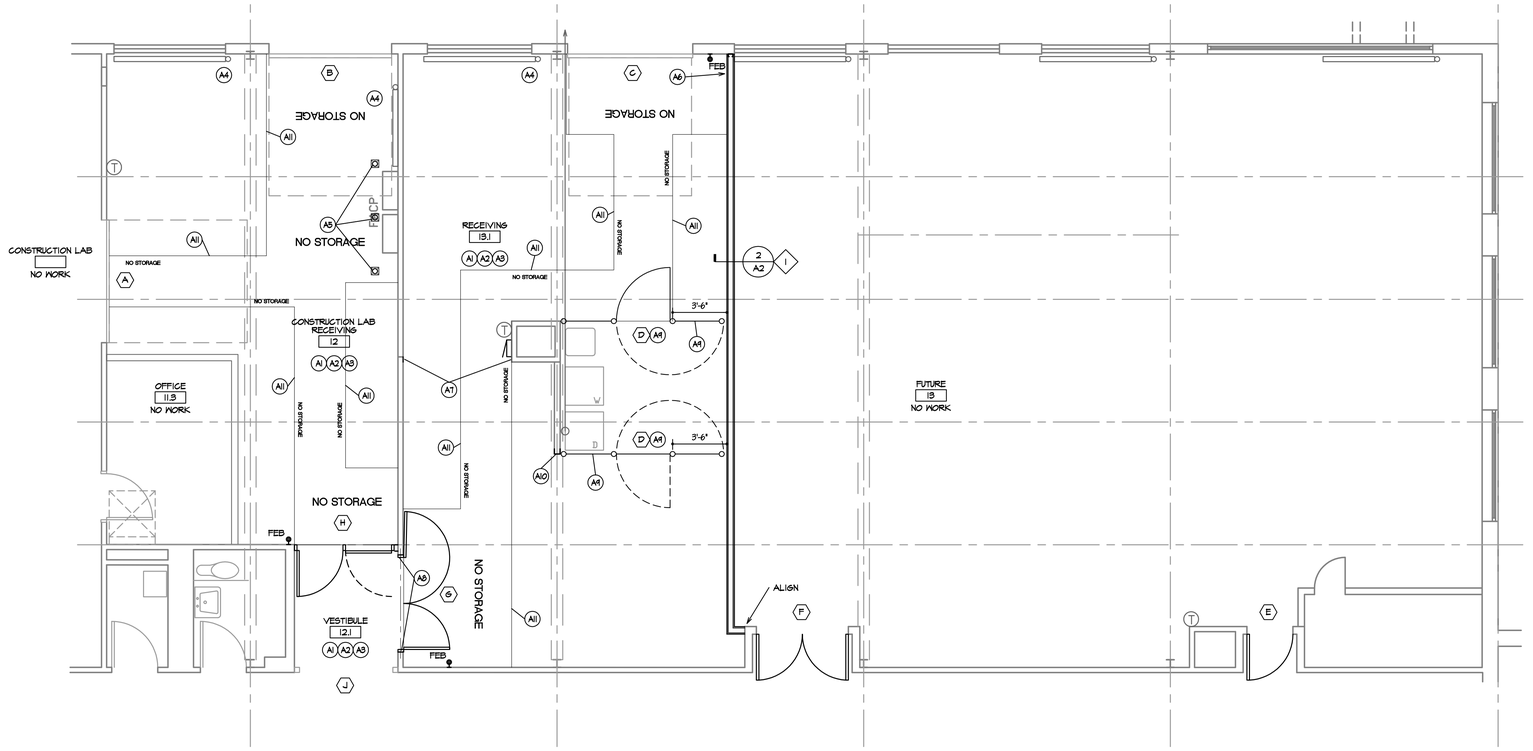
J EXISTING DOOR FRAME TO REMAIN AFTER REMOVAL OF EXISTING DOORS AND ALL HARDWARE. PROVIDE BLANK-OFF PLATES AT HINGE MORTICES. PATCH ALL HOLES WHERE PREVIOUS HARDWARE WAS MOUNTED. ENTIRE FRAME AND LITE SYSTEM TO RECEIVE NEW PAINT, ALL FACES.



3 FLOOR STRIPING PLAN
SCALE: 1/8" = 1'-0"
FLOOR STRIPING



1 2 INTERIOR WALL
SCALE: 1" = 1'-0"
1WALL1



1 REVISED PLAN
SCALE: 1/4" = 1'-0"
DEMO

NORTH

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REV.

ACADEMY AND RECEIVING RENOVATIONS FOR:
ROCKFORD PUBLIC SCHOOLS
PROJECT
ROCKFORD EAST HIGH SCHOOL
2929 CHARLES STREET
ROCKFORD, ILLINOIS

DRAWN: RcB
DATE: 06-03-2016
PROJECT No.: 983 SD205 #1704
SHEET No.: A2
DWG FILE: A2

PLUMBING AND MECHANICAL NOTES

P1 MAINTAIN EXISTING HOT AND COLD WATER TO EXISTING SERVICE SINK AND EXISTING WASHING MACHINE BELOW. CAP ALL UNUSED PIPING THAT PREVIOUSLY SERVICED ICE MAKER.

M1 EXISTING THERMOSTAT. SD205 TRADES TO FIELD VERIFY DEVICE IS IN SERVICEABLE / WORKING CONDITION, ELSE REPLACE. SD205 TRADES TO VERIFY DEVICE CONTROLS ASSOCIATED RADIATOR(S) INDICATED, AND ONLY THE ASSOCIATED RADIATOR(S) INDICATED.

MECHANICAL SYMBOL KEY

- EXISTING RADIATOR TO REMAIN
- (T) EXISTING THERMOSTAT VIF - SEE NOTE
- HW — HOT WATER LINE
- CW — COLD WATER LINE
- WATER RISE
- WATER DROP
- VALVE

HALF-TONE/GREY INDICATES EXISTING, IN-PLACE TO REMAIN. BLACK INDICATES NEW OR NEW LOCATION

PANEL PP-N

3-PHASE
150 AMP MAIN BREAKER

CIRC	CIRCUIT USAGE		BREAKER AMPS	BREAKER AMPS		CIRCUIT USAGE	CIRC
1	SPARE	-	20	30	P	DRYER	2
3	WASHER	P	20	VIF			4
5	POWER	P	20	20	P	POWER	6
7	SMART BD	P	20	20	M	OH DOOR	8
9	EMPTY					EMPTY	10
11							12
13							14
15							16
17							18
19							20
21							22
23							24
25							26
27							28
29							30
31							32
33							34
35							36
37							38
39							40
41							42

P = POWER RECEPTACLE
L = LIGHTS
M = MOTOR
E = EQUIPMENT

ELECTRICAL NOTES

PLAN NOTES:

E1 EXISTING CARD READER FOR EXISTING OVERHEAD DOOR TO REMAIN AS-IS.

E2 PROVIDE NEW 3-WAY DIMMER SWITCHING CONTROL FOR NEW LIGHT FIXTURES THIS ROOM. USE EXISTING LIGHTING CIRCUIT THIS AREA.

E3 ADJUST LIGHT FIXTURE LOCATION IF REQUIRED BY LOCATION OF EXISTING FIRE DETECTOR.

E4 WIRE NEW EXIT LIGHT TO ALWAYS BE ON. FEED FROM THE NEAREST EXISTING EMERGENCY CIRCUIT.

E5 PROVIDE NEW FEED FOR NEW DOOR OPERATOR FROM NEW PANEL PP-N. PROVIDE NEW PUSH-BUTTON CONTROL AT INTERIOR AND NEW CARD READER ACCESS AT EXTERIOR TIED TO DOOR OPERATOR.

E6 PROVIDE NEW SWITCHING CONTROL FOR NEW LIGHT FIXTURES THIS ROOM. USE EXISTING LIGHTING CIRCUIT THIS AREA.

E7 NEW HORN STROBE, DEVICE TO BE COMPATIBLE WITH OWNER'S EXISTING SYSTEM. DEVICE TO COMPLY WITH NFPA 72 AND THE ADA. DEVICE LOCATIONS ARE SUGGESTIVE AND FIRE SUB-CONTRACTOR IS RESPONSIBLE FOR FULL VISUAL AND AUDITORY COVERAGE OF THE ROOM. CONNECT TO OWNER'S EXISTING ALARM SYSTEM.

E8 NEW SMOKE / HEAT DETECTOR, DEVICE TO BE COMPATIBLE WITH OWNER'S EXISTING DETECTION SYSTEM. CONNECT TO OWNER'S EXISTING DETECTION SYSTEM.

E9 NEW PANEL BOX: ENERGIZE FROM EXISTING 175A CIRCUIT AND CONDUIT RUN PREVIOUSLY SUPPLYING BUS. SD205 WILL PROVIDE NEW JUNCTION BOX AT END OF EXISTING CONDUIT RUN. PROVIDE NEW 150A MAIN BREAKER, 42 POLE, 3-PHASE PANEL.

E10 PROVIDE NEW DATA CONNECTION AND NEW DEDICATED POWER RUN FROM PANEL PP-N ON NEW 20AMP BREAKER FOR NEW SMART BOARD. VIF EXACT MOUNTING HEIGHT AND REQUIREMENTS FOR OWNER SUPPLIED EQUIPMENT. SD205 TO FURNISH AND INSTALL SMART BOARD.

E11 PROVIDE NEW QUAD CONVENIENCE RECEPTACLES - TYPICAL OF (2) LOCATIONS. PROVIDE NEW POWER RUN FROM NEW PANEL PP-N, EACH ON NEW 20AMP BREAKER.

E12 ENERGIZE EXISTING (OR PROVIDE NEW) RECEPTACLE FOR DRYER ENERGIZED FROM NEW CIRCUIT IN NEW PANEL.

E13 PROVIDE NEW 120V, 20A, RECEPTACLE (MOUNT AT SAME HEIGHT AS ADJACENT DRYER RECEPTACLE) FROM NEW 20AMP CIRCUIT IN NEW PANEL.

THE FOLLOWING NOTES APPLY TO ALL:

UNLESS OTHERWISE NOTED, REUSE EXISTING CIRCUIT TO FEED NEW LIGHTING FIXTURES. REUSE EXISTING SWITCHING WHERE NEW SWITCHES ARE NOT SHOWN.

WHERE NO NEW SWITCH IS SHOWN FOR REPLACEMENT FIXTURE, CONNECT IT TO EXISTING SWITCH.

LOCATE ROOM OCCUPANCY / VACANCY SENSOR AS UNIFORMLY / CENTRALLY AS POSSIBLE TO PROVIDE FULL ROOM COVERAGE. WHERE FULL COVERAGE IS NOT PROVIDED PER THE INDICATED QUANTITY / LOCATION PROVIDE ADDITIONAL SENSOR(S) TO PROVIDE FULL COVERAGE.

EXIT SIGNS AND EMERGENCY (NIGHT) LIGHTS SHALL ALWAYS BE ON. FEED THEM FROM THE NEAREST EXISTING EMERGENCY CIRCUIT.

COORDINATE EXACT LOCATIONS OF NEW DEVICES AT JOB SITE.

IN GENERAL, MOUNT THE NEW FIXTURES AT APPROXIMATELY THE SAME ELEVATION AS EXISTING FIXTURES IN A GIVEN ROOM. COORDINATE AND CONFIRM EXACT MOUNTING HEIGHT IN EACH ROOM WITH ARCHITECT AND SD205 CONSTRUCTION MANAGER.

WHERE LOAD IS ADDED / DELETED, UPDATE PANEL DIRECTLY ACCORDINGLY. PROVIDE NEW DIRECTORY WHERE NOT PRESENT AND EXISTING.

WHERE REPLACEMENT OF LIGHTING FIXTURES, PANELS, RECEPTACLES, MISCELLANEOUS DEVICES, AND OTHER ELECTRICAL RENOVATION SHALL AFFECT CONDITION OF ADJACENT OR ADJOINING MATERIALS - SUCH AS BUT NOT LIMITED TO - WALLS, CEILINGS, FLOORS, ETC., REQUIRED RENOVATION SHALL BE PERFORMED BY THE MOST QUALIFIED TRADE ON SITE. GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY AND REQUIRED PATCHING, FINISHING, AND PAINTING AND/OR REPLACEMENT OF MATERIALS FOR FINAL FINISHED APPEARANCE.

REUSE EXISTING ROUGH-IN TO FEED NEW DEVICES TO GREATEST EXTENT POSSIBLE. PROVIDE NEW RACEWAY SYSTEM AND WIRING AS REQUIRED.

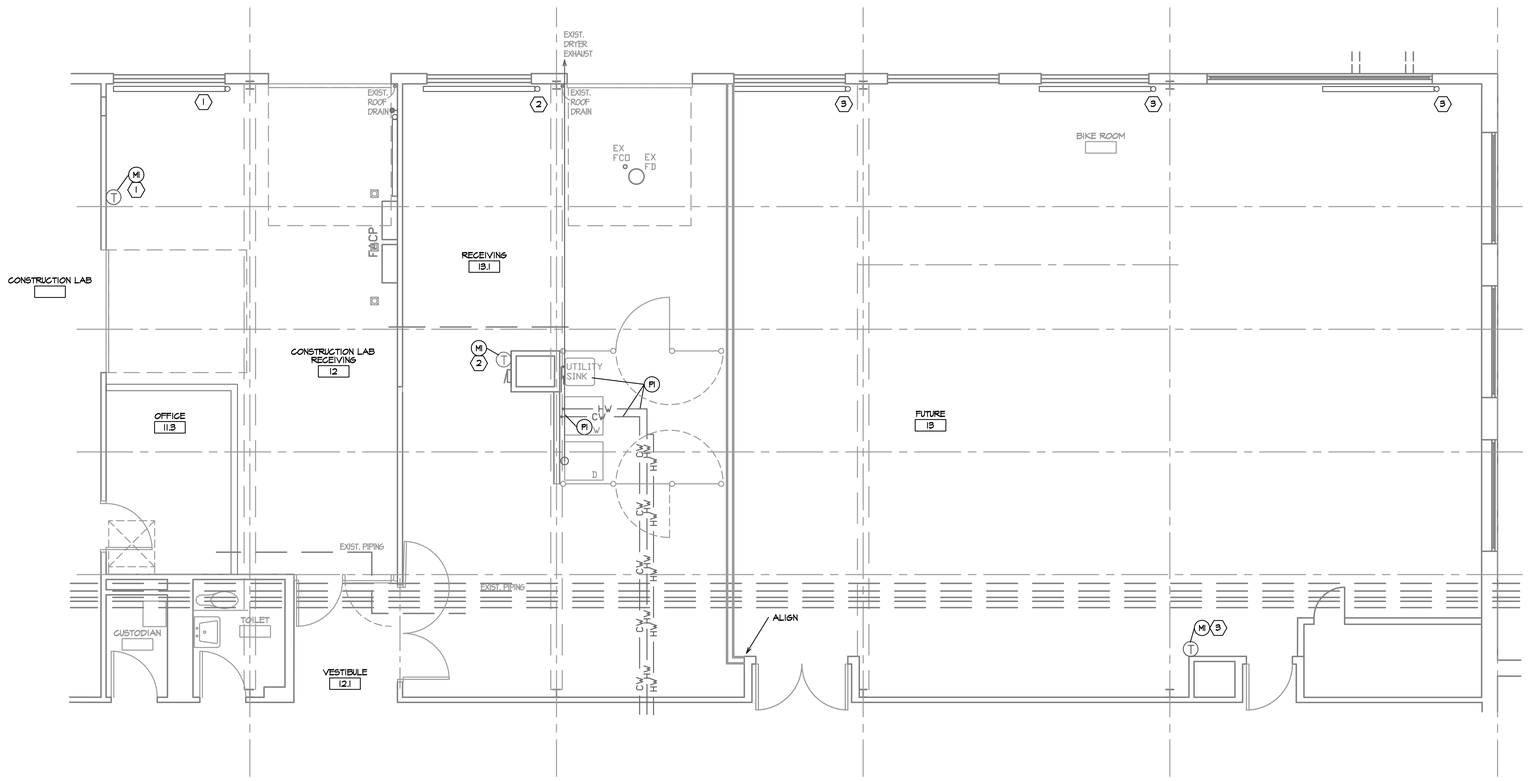
ALL MEANS OF EXIT EGRESS TO BE ILLUMINATED.

PROVIDE A LIGHTING CONTROL SYSTEM AS REQUIRED TO COMPLY WITH THE MANDATED ENERGY CODE (IECC) FOR PROJECT LOCATION. ALL LIGHTING CONTROLS ARE TO BE PROVIDED AND INSTALLED TO MEET THE CURRENT ENERGY CODE AS ENFORCED BY THE AHJ.

FIXTURE SCHEDULE AND SYMBOL KEY

- 4' LED STRIP LIGHT, DIFFUSER WHITE CHAIN HUNG
  LITHONIA
  ZL2N L48 3000LM MDD MVOLT 50K 80CRI WH
- THERMOPLASTIC, LED EXIT
  LITHONIA
  LQM SERIES, WALL MOUNT. SHADING INDICATES FACE
- SWITCH
  LOWER CASE LETTER INDICATES FIXTURE CONTROLLED
- DIMMER SWITCH
  LOWER CASE LETTER INDICATES FIXTURE CONTROLLED
- (D) PASSIVE INFRARED INDOOR OCCUPANCY SENSOR
- 120V DUPLEX CONVENIENCE RECEPTACLE
- 120V QUAD CONVENIENCE RECEPTACLE
- (1) MOTOR - # INDICATES PHASE
- (J) JUNCTION BOX/COVER PLATE
- (J) JUNCTION BOX/COVER PLATE
- CARD READER DOOR ACCESS
- PUSH BUTTON SWITCH
- (T) THERMOSTAT
- (S) SMOKE/FIRE/HEAT DETECTOR
- PULL FIRE STATION
- HORN/STROBE FIRE STATION @ 80"AFF
- INTERNET WIRELESS ROUTER
- DATA/PHONE RECEPTACLE
- SPEAKER
- (C) CENTRAL STATION CLOCK

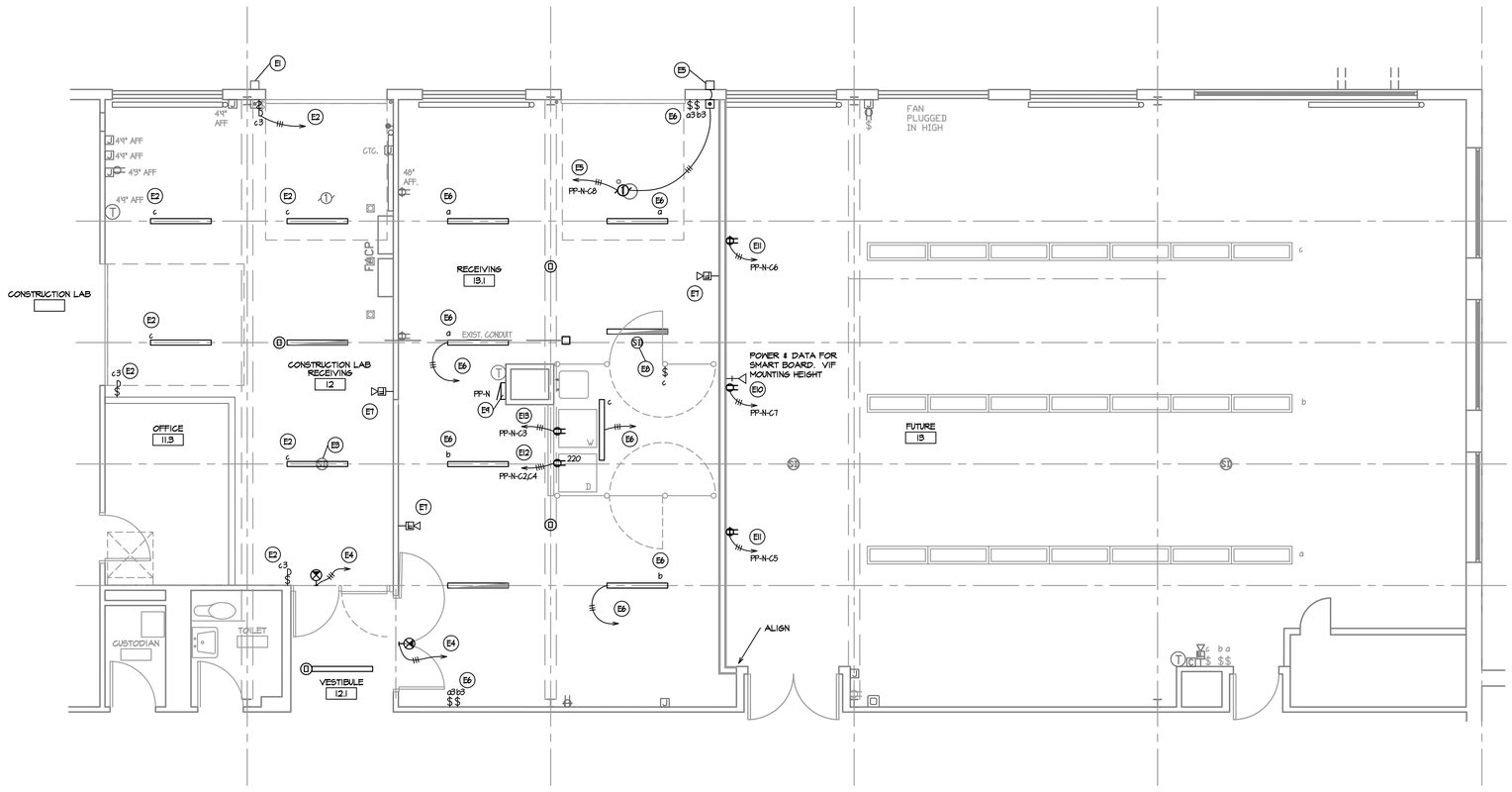
SHADING INDICATES EGRESS FIXTURE. TIE TO SD205 BACK-UP GENERATOR ELSE PROVIDE BATTERY BACK-UP FIXTURE. SD205 ALTERNATE FOR TRADITIONAL BATTERY BACK-UP DOUBLE HEAD LED EGRESS LIGHTS.



2 REVISED MECHANICAL PLAN

SCALE: 1/4" = 1'-0" 1STMECH

NORTH



1 REVISED LIGHTING, POWER, AND ALARM PLAN

SCALE: 1/4" = 1'-0" 1STELEC

NORTH

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REV.

ACADEMY AND RECEIVING RENOVATIONS FOR:
ROCKFORD PUBLIC SCHOOLS
ROCKFORD EAST HIGH SCHOOL
2929 CHARLES STREET
ROCKFORD, ILLINOIS

PROJECT

DRAWN: RcB

DATE: 06-03-2016

PROJECT No.: 983 SD205 #1704

SHEET No.: MEP1

DWG FILE: E1