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

IFB No. **16-56 Nashold Elementary School Site Access and Paving Renovations**

DATE: **May 5, 2016**

OFFERS WILL BE RECEIVED UNTIL: **2:00 P.M. (CDST) on Thursday, May 26, 2016**

RE: **IFB No. 16-56 Nashold Elementary School Site Access and Paving Renovations**. The purpose of this Invitation for Bid (IFB) is to solicit bids for the site access and paving renovations at Nashold Elementary School, 3303 20th Street, Rockford, IL 61109.

IFB Opening: **Thursday, May 26, 2016 at 2:00 p.m., Rockford Board of Education, 7th floor Conference Room 1, 501 Seventh St., Rockford, IL 61104.**

If you plan to hand deliver your IFB submission on the due date, please note that you must check in on the 3rd floor prior to coming to the 7th floor. Please allow time for this as late submissions 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, MAY 12, 2016 AT 3:00 P.M. (CDST), AT NASHOLD ELEMENTARY, 3303 20th STREET, ROCKFORD, IL 61109 BY OWNER'S REPRESENTATIVE. MEET IN THE LIBRARY.

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	Nashold Elementary School Site Access and Paving Renovations
Location	Nashold Elementary School 3303 20th Street Rockford, Illinois 61109
Owner	Rockford Public School District 205 501 Seventh Street Rockford, Illinois 61104
Project Architect	Larson & Darby 4949 Harrison Avenue Suite 100 Rockford, Illinois 61108
Bid Scope	Site Access and Paving Renovations at Nashold Elementary School, 3303 20th Street, Rockford, IL 61109
Bid Due Date	2:00 P.M. (CDST), Thursday, May 26, 2016
Pre-Bid Meeting	Mandatory Meeting: 3:00 PM (CDST), Thursday, May 12, 2016; at Nashold Elementary School, 3303 20th Street, IL 61109, meet in the library.
Addendums	Last RFI accepted; 4:30 P.M. (CDST), May 23, 2016 Last addendum issued; 4:30 P.M. (CDST), May 24, 2016
Other Key Dates	Tuesday, June 14, 2016; RPS Board Meeting Wednesday, June 15, 2016; Award / Notice to Proceed
Bid Security	5% of Base Bid.

INVITATION TO BID

Obtain Bid Documents By	Emailing the District's Purchasing Department, by downloading 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 16-56 Nashold Elementary School Site Access and Paving 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.: **16-56**

OPENING DATE: **May 26, 2016**

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

DESCRIPTION: **Nashold ES Site Access and Paving 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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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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FORM FOR REFERENCE

ADDENDUM

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

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

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

1. Conflict.

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

2. Certifications.

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

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

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

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

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

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

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

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

3. Conflict of Interest.

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

4. Illinois Use Tax.

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

5. Employment Costs and Compliance with Laws.

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

6. Access to School Grounds, Activities and Conduct.

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

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

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

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

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

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

7. Certifications of Hours Worked.

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

8. Drugs, Alcohol and Smoking.

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

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

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

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

9. Contract Payments.

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

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

10. Records Maintenance and Security.

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

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

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

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

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

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

11. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Federal Funds Contract.

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

13. No Waiver.

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

14. Representation of Authority.

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

15. Entire Agreement.

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

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

ROCKFORD PUBLIC SCHOOLS
REQUIRED BID FORMS CHECK LIST
Bid/RFP/RFQ No.: 16-56 Nashold ES Site Access and Paving 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)

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS
ROCKFORD PUBLIC SCHOOLS 205
ROCKFORD, ILLINOIS

DOCUMENT 00 41 00 – BID FORM

TO: Executive Director of Budgeting and Purchasing
Rockford Board of Education
School District No. 205
501 Seventh Street, 6th Floor Conference Room
Rockford, Illinois 61104

BID SUBMITTED BY:

CONTRACTOR: _____

TELEPHONE: _____

DATE: _____

A. BASE BID

The Undersigned Bidder, having inspected the construction site and having familiarized themselves with the conditions likely to be encountered affecting the cost and schedule of the Work, and having thoroughly familiarized themselves with the Bidding Documents; hereby proposes to provide all labor, material, tools, equipment, utilities, transportation, supervision and services required for the proper execution of the entire Work required, in strict accordance with the Contract Documents for NASHOLD ELEMENTARY SCHOOL SITE ACCESS AND PAVING RENOVATIONS, ROCKFORD, ILLINOIS, prepared by the Larson and Darby Group, plus any Allowances, for the Total Bid Amount listed below:

BASE BID:	$_____
GENERAL CONTINGENCY ALLOWANCE	$ $75,000.00
TOTAL BID AMOUNT	$_____

B. ALTERNATE BIDS

1. State the amount to be added to or deducted from the Base Bid when Work shown or specified under the Alternate Bids is accepted and incorporated into the Contract.

   ALTERNATE NO. 1: Add Parking Lot Expansion Work.

   Add to the Base Bid the sum of:

   _____

   _____ DOLLARS $_____

C. UNIT PRICES

1. Should the net result of changes for any of the following categories of Work require more or less quantity of Work than originally indicated in the Drawings and/or Specifications, the price for each added or deducted unit of Work shall be as follows:

EARTHWORK		UNIT	UNIT PRICE
	Removal of unsuitable soil and provide compacted granular backfill, Contractor to include the cost of 200 cu. Yd. of unsuitable soil and provide compacted granular backfill in its place as part of Base Bid.	Cu. Yd.	$_____

D. COMPLETION TIME

1. The Undersigned Bidder states that if awarded the Contract, it shall achieve Final Completion of the Work in accord with the Contract as follows:
   a. Start Work: June 7, 2016.
   b. Substantial Completion: August 5, 2016.
   c. Final Completion: August 12, 2016.

E. ADDENDUM RECEIPT

1. The Undersigned Bidder acknowledges receipt of Addenda # _____ through #_____.

F. SUBSTITUTION SHEET

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

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

G. PREVAILING WAGES

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

H. STATEMENT OF BIDDER'S BUSINESS ORGANIZATION

1. For Bid Submitted by an individual:

   a. The Owner _____

2. For Bid submitted by a partnership:

   a. Names of all the Partners

   _____ _____

   _____ _____

3. For Bid submitted by a corporation:

   a. Name and Title of Officers authorized to sign contracts:

   _____ _____
   Title

   _____ _____
   Title

   _____ _____
   Title

CORPORATE SEAL

4. All Bidders:

   a. Name of Firm _____

   b. Official Address _____

   _____

   c. Dated this _____ day of _____2016

   d. Name _____

   e. Signature _____

END OF DOCUMENT 00 41 00 – BID FORM

DOCUMENT 007300 – SUPPLEMENTARY CONDITIONS

1. CHANGE ORDER MARK-UPS: Add the following to provisions regarding Change Order mark-ups in the 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, twelve percent of the cost.
      .4 For each Subcontractor involved, for Work performed by the Subcontractor's Subsubcontractors, five percent of the amount due the Sub-subcontractor.
      .5 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 DOCUMENT 007300

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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User Notes: (1230461227)

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

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

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

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

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

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

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

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

Net Fixed Assets;

Other Assets;

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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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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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§ 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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§ 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).

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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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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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Larson & Darby Group
Architects Engineers Planners

PROJECT MANUAL

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS
3303 20TH ST, ROCKFORD, IL 61109

ROCKFORD PUBLIC SCHOOLS 205

PROJECT MANUAL

FOR

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS
3303 20TH ST, ROCKFORD, IL 61109
ROCKFORD PUBLIC SCHOOLS 205

PROJECT NO.: 25112

DATE: April 29, 2016

BY:

LARSON & DARBY GROUP ARCHITECTS-ENGINEERS–INTERIORS
4949 HARRISON AVENUE, SUITE 100 ROCKFORD, ILLINOIS 61108
P.O. BOX 5207 ROCKFORD. ILLINOIS 61125-0207
Illinois Design Firm Registration Number: 184-000280

_____
STEPHEN M. NELSON
Licensed Architect
LIC. EXPIRES: 11/30/2016

_____
Date

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Project: Site Access and Paving Renovations at Nashold Elementary School, 3303 20th St, Rockford, IL 61109.

B. Owner: Rockford Public Schools District 205.

1.2 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor will have limited use of site and building indicated.
   1. Owner will occupy premises during construction. Perform construction only during normal working hours (7 AM to 4 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 10 00

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES

A. Allowances shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site. Allowances are specified in the Bid Form.

B. Obtain three proposals for each allowance and submit to Architect with recommendations. Purchase products and systems selected by Owner.

C. Advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

D. Submit invoices to show cost of products furnished under each allowance. Reconciliation of Allowance amounts with actual costs will be by Change Order.

1.2 ALTERNATES

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

B. Alternates are specified in the Bid Form.

1.3 UNIT PRICES

A. A unit price is an amount proposed by bidders and stated on the Bid Form as a price per unit of measurement for work added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices are specified in the Bid Form.

B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 20 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.

B. Schedule and conduct progress meetings at Project site at regular intervals. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities.
   1. Record minutes and distribute to everyone concerned, including Owner and Architect.

1.2 SUBMITTAL PROCEDURES

A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   2. Submit three copies of each submittal. Architect will return one copy.
   3. Architect will return submittals, without review, received from sources other than Contractor.

B. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect. Include the following information on the label:
   1. Project name.
   2. Date.
   3. Name and address of Contractor.
   4. Name and address of subcontractor or supplier.
   5. Number and title of appropriate Specification Section.

C. Identify deviations from the Contract Documents on submittals.

D. Contractor's Construction Schedule Submittal Procedure: Submit two copies of schedule within 10 working days after date established for Commencement of the Work.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. Product Data: Mark each copy to show applicable products and options. Include the following:
   1. Manufacturer's written recommendations, product specifications, and installation instructions.
   2. Wiring diagrams showing factory-installed wiring.
   3. Printed performance curves and operational range diagrams.
   4. Testing by recognized testing agency.
   5. Compliance with specified standards and requirements.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Include the following:
   1. Dimensions and identification of products.
   2. Fabrication and installation drawings and roughing-in and setting diagrams.

3. Wiring diagrams showing field-installed wiring.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.

C. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
1. If variation is inherent in material or product, submit at least three sets of paired units that show variations.

2.2 INFORMATION SUBMITTALS

A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within 10 days of date established for the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 SUBMITTAL REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Architect will review each action submittal, make marks to indicate corrections or modifications required, stamp and mark as appropriate to indicate action taken, and return copies less those retained.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.

B. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.
   1. As the Work progresses, indicate Actual Completion percentage for each activity.

END OF SECTION 01 30 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Use Charges: Cost or use charges for temporary facilities shall be included in the Contract Sum.

B. Use water and electric power from Owner's existing system without metering and without payment of use charges.

C. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

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

3.2 TEMPORARY SUPPORT FACILITIES

A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations.

B. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction.

C. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.

3.3 TEMPORARY SECURITY AND PROTECTION FACILITIES

A. Provide temporary environmental protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

B. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

C. Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

E. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.

3.4 TERMINATION AND REMOVAL

A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.

B. Remove temporary facilities and controls no later than Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

B. Product Substitutions: Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
   1. Submit three copies of each request for product substitution.
   2. Submit requests within ten days after the Notice of Award.
   3. Do not submit unapproved substitutions on Shop Drawings or other submittals.
   4. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
   5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.

C. Comparable Product Requests:
   1. Submit three copies of each request for comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
   2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
   3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.

D. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
   4. Store materials in a manner that will not endanger Project structure.
   5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

E. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

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

B. Product Selection Procedures:
   1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements, or Owner-approved equal.
   2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements, or Owner-approved equal.
   3. Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available manufacturers," provide one of the named items that complies with requirements, or Owner-approved equal. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
   4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product, or Owner-approved equal. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
   5. Where Specifications name a single product as the "basis-of-design" and no other manufacturers are named, provide the named product or Owner-approved equal. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.

C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 60 00

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

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

B. Operation and Maintenance Data: Submit one copy of manual. Organize data into three-ring binders with identification on front and spine of each binder, and envelopes for folded drawings. Include the following:
   1. Manufacturer's operation and maintenance documentation.
   2. Maintenance and service schedules.
   3. Maintenance service contracts.
   4. Emergency instructions.
   5. Spare parts list.
   6. Wiring diagrams.
   7. Copies of warranties.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to property survey and existing benchmarks.

C. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.

3.2 CUTTING AND PATCHING

A. Do not cut structural members or operational elements without prior written approval of Architect.

B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

3.3 INSTALLATION

A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned with other portions of the Work. Clean exposed surfaces and protect from damage.

B. Clean Project site and work areas daily, including common areas.

3.4 FINAL CLEANING

A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
   1. Remove labels that are not permanent.
   2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
   3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep concrete floors broom clean.
   4. Vacuum carpeted surfaces and wax resilient flooring.
   5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
   6. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.5 CLOSEOUT PROCEDURES

A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, maintenance service agreements, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   5. Submit Record Drawings and Specifications, operation and maintenance manuals, and similar final record information.
   6. Deliver tools, spare parts, extra materials, and similar items.
   7. Make final changeover of permanent locks and deliver keys to Owner.
   8. Complete startup testing of systems.
   9. Remove temporary facilities and controls.
   10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
   11. Complete final cleaning requirements, including touchup painting.
   12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

C. Request inspection for Final Completion, once the following are complete:
   1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.

2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

D. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

E. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

3.6 DEMONSTRATION AND TRAINING

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:
1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.

END OF SECTION 01 70 00

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS
ROCKFORD, ILLINOIS

ROCKFORD PUBLIC SCHOOLS
WORLD-CLASS EDUCATION FOR ALL CHILDREN

Larson & Darby Group

4949 Harrison Avenue Suite 100

Architects Engineers Interiors

Rockford, Illinois

ISSUED FOR: BIDDING

APRIL 29, 2016

ABBREVIATIONS

ALUM.	ALUMINUM
ACOUST.	ACOUSTICAL
CLG.	CEILING
CONT.	CONTINUOUS
BTM.	BOTTOM
DTL.	DETAIL
DWG.	DRAWING
EA.	EACH
F.B.O.	FURNISHED BY OWNER
GALV.	GALVANIZED
HDWR.	HARDWARE
HR.	HOUR
INSUL.	INSULATION
MATL.	MATERIAL
MTL.	METAL
N.I.C.	NOT IN CONTRACT
O.C.	ON CENTER
OPNG.	OPENING
RTG.	RATING
SPEC.	SPECIFICATION
STD.	STANDARD
STL.	STEEL
U.N.O.	UNLESS NOTED OTHERWISE
W/	WITH

MATERIALS

- CMU
- CONCRETE
- EARTH
- GRAVEL (GRANULAR FILL)
- STEEL
- WOOD BLOCKING (LUMBER)
- FINISHED WOOD TRIM
- PLYWOOD
- GYP. WALLBOARD
- BATT INSULATION
- RIGID INSULATION

SHEET INDEX

NO.	DESCRIPTION
	COVER SHEET
CS	SHEET INDEX
	CIVIL
C01	GENERAL NOTES
C02	SWPPP SITE MAP - BASE BID
C03	SWPPP SITE MAP - ALT 1
C04	SWPPP DETAILS
C05	EXISTING CONDITIONS AND REMOVALS PLAN - BASE BID
C06	EXISTING CONDITIONS AND REMOVALS PLAN - ALT 1
C07	LAYOUT PLAN - BASE BID
C08	LAYOUT PLAN - ALT 1
C09	GRADING PLAN - BASE BID
C10	GRADING PLAN - ALT 1
C11	UTILITY PLAN
C12	DRIVEWAY PLAN AND PROFILE STA. 10+00 - 15+00
C13	DETAILS
C14	DETAILS - RAMP
C15	DETAILS - TRASH ENCLOSURE
C16	IDOT DETAILS
C17	RRWRD DETAILS
	ARCHITECTURAL
A1.1	TRASH ENCLOSURE PLAN
A1.2	HANDRAIL DETAILS
	PLUMBING - INTERIOR
	SEE SHEET C11 UTILITY PLAN FOR INFORMATION

CODE SUMMARY

Building Code: 2012 International Building Code (IBC)

Other Codes: 2012 International Mechanical Code
2001 NFPA National Electrical Code
2004 Illinois Plumbing Code
2012 International Fire Prevention Code

Accessibility Code: 1997 Illinois Accessibility Code (IAC)

Type of Project: Renovation

Use & Occupancy Class: E (Educational)

Type of Construction: IB

Fire Suppression: Non-Sprinklered

Allowable Height: 5-Stories at 160' (Table 503)

Actual Height: 24'-0"± (at tallest point)

Allowable Area: Unlimited (Table 503)

Actual Area: 46,531± s.f.

Exit Access Travel Distance (1016.2)
without Sprinkler System: 200'

Fire-resistance Rating Requirements: (Table 601)
Structural Frame: 2 hr.
Bearing Walls - Exterior: 2 hr.
Bearing Walls - Interior: 2 hr.
Non-bearing Walls & Partitions - Exterior: 0 hr.
Non-bearing Walls & Partitions - Interior: 0 hr.
Floor Construction - Beams & Joists: 2 hr.
Roof Construction - Beams & Joists: 1 hr.

Exterior Wall Ratings base on Separation Distance (Table 602)
X < 5', IB, Group E: 1 hr.
5' ≤ X < 10', Group E: 1 hr.
10' ≤ X < 30', Group E: 1 hr.
X > 30', Group E: 0 hr.

Corridor Fire-resistance Ratings (1018.1)
without Sprinkler System: 1 hr.

Elevator Machine Room (3006.4): N/A

Shaft Ratings (708.4):
Elevator shaft: 1 hr.
Stair shafts: 1 hr.

Incidental Use Areas (509):
Furnace rooms: 1 hr.
Boiler Rooms: 1 hr.
Incinerator Rooms: 2 hr.

COMPLIANCE STATEMENT

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 IL. ADM. CODE 400). ADA HAS NEITHER A SUBMITTAL REVIEW, NOR AN INSPECTION PROCESS TO INTERPRET DISABILITY LAWS. AS PART OF THE CIVIL RIGHTS ACT AND NOT A CODE, ADA COMPLIANCE CAN NOT BE CERTIFIED TO. TO THE BEST OF MY ABILITY AND KNOWLEDGE, I HAVE INTERPRETED AND ATTEMPTED TO COMPLY WITH ALL ADA STANDARDS, 42 U.S.C. SECTION 12101 ET SEQ. THIS IS PERCEIVED COMPLIANCE, NOT CERTIFICATION.

SEALS

STATE OF ILLINOIS
STEPHEN M. NELSON
001-016066
LICENSED ARCHITECT

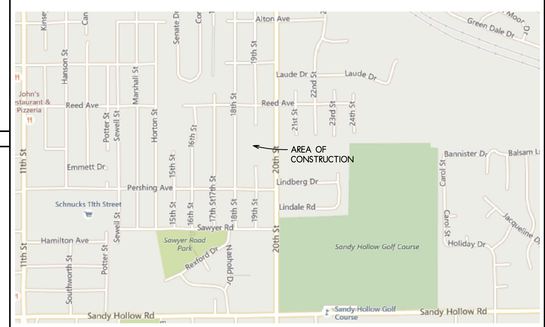
EXPIRES: _____

STEPHEN M. NELSON
LICENSED ARCHITECT

DATE

Larson & Darby Group Design Firm Registration Number:
184-000280 (1-012449) (62-031999)

SITE LOCATION MAP



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NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS – ROCKFORD, IL
ROCKFORD PUBLIC SCHOOLS 205

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ISSUED FOR:	DATE
BIDDING	4-29-2016

DRAWN	APPROVED
SAT	SMN

DATE: 4-29-2016
PROJECT NUMBER: 25112
SHEET NUMBER: CS

EARTHWORK NOTES

1. Unsuitable Materials:
Assume that if unsuitable materials are encountered and the replacement of these materials is required, this situation shall be handled as follows:
   A. The site contractor shall notify the general contractor immediately. The project superintendent, prior to the undercutting being completed, must approve any additional undercutting. The quantities must be verified by the engineer as the additional removal is being completed.
   B. If approved by the general contractor, these materials shall be removed and replaced with compacted granular materials and compacted in accordance to required standards. The cost of this work shall be an extra to the contract, with the cost being adjusted by change order.
   C. If the site contractor is furnishing any off site materials, a representative sample of such materials shall be furnished to the general contractor's approved testing agency to determine a proctor.
   D. These materials shall be placed as homogeneously as possible to facilitate accurate compaction and moisture testing.
2. Definition for materials
   A. "Organic material" is defined as material having an organic content in excess of 8% or as determined by the project owner's engineer.
   B. Topsoil shall be friable and loamy (loam, sandy loam, silt loam, sandy clay loam, or clay loam). Sand content shall generally be less than 70% by weight, and clay content shall generally be less than 35% by weight. Organic soils, such as peat or muck, shall not be used as topsoil.
   C. Topsoil shall be relatively free from large roots, weeds, brush, or stones larger than 25 mm (1 inch). At least 90% shall pass the 2.00 mm (no. 10) sieve.
   D. Topsoil ph shall be between 5.0 and 8.0. topsoil organic content shall not be less than 1.5% by weight. Topsoil shall contain no substance that is potentially toxic to plant growth.
   E. "Existing on-site material" is defined as material of such a quality that the specified compaction can be met without any additional work other than "densifying" with a roller. Scarification and drying of this material will not need to be done prior to compaction.
   F. "Existing on-site material" is defined as material with a high moisture content that can not meet specified compaction requirements without scarification and drying, chemical stabilization, etc. of this material prior to compaction.
   G. "Unsuitable material" is defined as any materials that:
      G.1. Cannot be utilized as "topsoil", (organic) for landscape areas.
      G.2. Cannot be utilized as "engineered fill", regardless of moisture content and/or does not structurally meet the standards of the project owner's engineer's recommendations for "engineered fill".
      G.3. These materials can be defined as natural materials or materials from "demolition" and/or excavated areas; i.e., they are materials that would not be suitable for "engineered fill".
   H. "Off-site material" is defined as any materials that are brought from any area not indicated on this plan set.
   I. "Trench backfill" shall be defined as any materials used for the purposes of backfilling any trench and/or any excavation requiring backfilling. Refer to the section titled "standards for fill areas" for determine acceptable materials and procedures.
   J. the term "stripping" or "strip" as used herein shall be defined as the removal of all "organic materials" from a given area. the term "organic materials" is defined as material having an organic content over 8% based on ASTM test method D-2974 or as defined by the owner's engineer.
3. Standards for cut areas:
   A. A "cut area" is defined as any area where "engineered fill" is not required to bring the site to design subgrade elevation, instead excavation or "cutting" is required to achieve design subgrade elevation. ("Engineered fill" being defined as any material being "offsite material".)
   B. In "cut areas" the site contractor shall perform one of the following procedures at the discretion and in the presence of a representative of the owner's engineer and the project architect:
      B.1. Item 1: for exposed building or parking lot subgrades consisting primarily of granular soils the exposed subgrade should be compacted/densified by at least one (1) pass of a smooth-drummed vibratory roller having a minimum gross weight of 10 tons.
      B.2. Item 2: for exposed building or parking lot subgrades consisting primarily of cohesive soils, the exposed subgrades should be proof-rolled with a fully-loaded six-wheel truck having a minimum gross weight of 25 tons. the maximum allowable deflection under the specified equipment shall be 1/2".
   C. In the event that adequate stability of granular soils subgrades cannot be achieved by the procedures as outlined in item 1, above, or that deflections of greater than 1/2" are observed during the "proof rolling" of cohesive soils subgrades, as outlined in item 2, above, additional corrective measures will be required. These measures could include, but not necessarily be limited to, scarification, moisture conditioning, and re-compaction; undercutting & replacement with engineered fill and chemical stabilization, etc.. with crushed stone (with or without geotextiles); chemical stabilization, etc.
   D. It shall be considered as part of the scope of these documents and thus part of this contractor's responsibility to perform scarification and allow for drying of the subgrade per illinois dot standards (scarify a 16" depth for 3 days). If this does not work then additional drying measures shall be an extra to the contract.
   E. Any proposed corrective measures by the contractor should be reviewed by the owner's engineer and the project architect. in the event that in the opinion of the owner's engineer and/or the project architect proof rolling is not a good indicator of the subgrade stability an alternative method shall be specified by the owner's engineer and/or the project architect.
4. Standards for fill areas:
   A. A "fill" area is defined as any area where material is required to adjust the existing elevation to a proposed subgrade elevation. These areas will require the installation of "engineered fill" to achieve design subgrade elevation. "Engineered fill" material can be defined as either "granular" and/or "soil" having their origin for either the construction site and/or "offsite material". Materials having their origin from the construction site is referred to as "borrow". The composition and the compaction standards of the engineered fill for this project will be specified by owner's engineer and the project architect.
   B. In "fill" areas will borrow materials are allowed to be utilized as engineered fill the site contractor shall compact the borrow to the specified compaction.
5. Compaction standards (for engineered fill and back filled areas)
   A. prior to placement of fill in areas below design grade, the exposed subgrade should be observed by a representative of the owner's engineer to evaluate that adequate stripping has been performed. Additionally, the proof rolling or compacting procedures outlined in the "standards for cut areas" section of this cpi should be performed. It is typical practice to proof roll, and densify if necessary, exposed subgrades prior to filling. If soft or unstable subgrades are observed, these areas should be stabilized or undercut. minimum compaction standards are based upon a percentage of the fill or backfill material's maximum standard proctor dry density (ASTM specification D-698). All engineered subgrades should meet the following minimum compaction:
      A.1. Areas under foundations bases:
         A.1.A. 95% standard proctor for all fill placed below foundation base elevation in the building area.
         A.1.B. areas under floor slabs and above foundations/footing bases:
         A.1.C. 95% standard proctor for all fill placed more than 12 inches below final grade for support of floor slabs and above foundation base elevation in the building area.
         A.1.D. 95% standard proctor for fill placed in the upper 12 inches of design subgrade below slabs. The granular fill under the floor slab should be compacted to at least 95% standard proctor.
      A.2. Areas under pavement sections:
         A.2.A. 95% standard proctor for all fill placed more than 12 inches below passenger car pavement sections and 95% standard proctor for the top 12 inches.
      A.3. Landscaped areas:
         A.3.A. 90% standard proctor for all fill placed in landscape areas. These areas should be brought to grade with "topsoil" to a depth of 12 inches in areas to be seeded, 6 inches in areas to be sodded, and 24 inches for all interior curbed landscape islands.
      A.4. Base course portion of pavement sections:
         A.4.A. 95% standard proctor for all base course materials that are part of a "pavement section".
   B. The option of utilizing the modified proctor (ASTM D-1557) in lieu of the specified standard proctor (ASTM D-698) shall be at the discretion of the general contractor, contingent upon written approval by the architect and owner's engineer and approved by the project architect.
   C. Place all backfill and fill materials in layers that are not more than 8" in loose depth. before compacting, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum density of the area.
6. Finish grading:
   A. The term "finish grading" as used herein shall be defined as that condition that areas not receiving a finish product such as parking areas, driveways, roadways, sidewalks, etc. finish graded areas would generally be those areas receiving "landscaping" such as seed, sod, trees, bushes, mulch, etc.
   B. The site contractor is responsible for "finish grading" all areas within the perimeter of the "construction site". The definition of the "construction site" is the area encompassing all disturbed areas that were disturbed as a result of the construction process relating to the general contract which this site contract was part of.
7. Disking and drying shall be performed in the event that poor soils are encountered for a minimum duration of 3 days. Contractor shall include provisions for this work at no additional cost.

DEMOLITION NOTES

1. The contractor shall be responsible for the demolition and removal of all items that impede the proper placement of any items proposed by this plan set.
2. The removal work shall include but not be limited to: obtaining all demolition permits required, removal of the existing trees, sealing of the existing water well(s), removal any septic system or dry wells (if any) and other items to complete the removals.
3. The contractor shall remove all materials deemed unsuitable by the engineer within eight inches of the proposed building footprint to the depth that such unsuitable materials exist. Voids shall be filled in accordance with the "Earthwork Notes" on this plan sheet.
4. Tree removal shall include the complete removal of all trees on the entire site, including all stumps and roots with the following exception: existing (healthy) trees (along the site perimeter) that are six inches or greater in diameter at breast height (DBH) shall be preserved and incorporate into the landscaping. if removal of said trees is deemed necessary by the contractor, the contractor shall offer written notification ten business days prior to demolition to the engineer. Written approval must be obtained prior to removal of said trees.
5. The contractor shall coordinate disconnection, removal, and relocation of the existing utilities with the appropriate utility companies. The contractor shall be responsible for all fees that are levied by utility companies in conjunction with demolition and removal of existing utilities.
6. Disposal of all materials shall comply with all local, state, and federal regulations. All waste material shall be disposed of off site. contractor shall be responsible for removal of all materials from the site along with all associated permits and regulatory requirements.
7. The contractor shall be familiar with the appropriate specifications for well abandonment, materials, procedures and access to equipment required to properly seal wells (if any). The contractor shall be responsible to obtain, complete, and file the appropriate forms through the City of Rockford and the Illinois Environment Protection Agency (IEPA).
8. The contractor shall maintain all existing utility services to adjacent lots. Interruption of services to adjacent lots shall not occur without proper approval. 48 hrs notice shall be given to the property owners prior to the connection of the new services. The contractor shall be responsible for costs associated with the connection of temporary utility services, if required, to facilitate construction staging.
9. The contractor shall maintain all existing parking, sidewalks, drives, etc. to be clear and free of any construction activity and/or excavated and hauled material to ensure easy and safe pedestrian and vehicular traffic to and from adjacent sites.
10. The contractor shall perform a full-depth saw cut along the perimeter of pavement removal that abuts existing pavement that is to remain.
11. Any damage sustained by items that are to remain in place shall be repaired or replaced to the owner's satisfaction at no cost to the owner.

SANITARY SEWER NOTES [RRWRD]

1. Sanitary Sewer shall be constructed in accordance with the following:
   A. "Standard Specifications for Water and Sewer Main Construction in Illinois" (Standard Specifications), seventh edition dated 2014, and all revisions and supplements thereto.
   B. "General Provisions and Technical Specifications for Sanitary Sewer Construction" in the Rock River Water Reclamation District Sanitary District (formerly known as the Sanitary District of Rockford) dated October 24, 1983, and all standards and revisions adopted by the Board of Trustees for said Sanitary District of Rockford.
   C. Additional details and requirements provided in the contract documents, including this plan set.
   Where criteria of the aforementioned specifications conflict, the more stringent criteria shall be implemented.
2. Pipe bedding for all PVC pipe shall be Class 1A per ASTM D-2321-74.
3. Sanitary sewer services shall be 6" PVC schedule 40 with glued fittings.
4. WYE or TEE branches shall be a minimum 7' from the outside of any sanitary manhole and be furnished and installed by the Contractor as shown on the Engineering drawings.
5. All testing, fittings, bedding, granular cradle, and trench backfill where necessary shall be included in the unit costs for the installation of the underground facilities unless quantified on plans.
6. PVC pipe should be installed with proper bedding providing uniform longitudinal support under the pipe. Bedding material should be worked under the sides of the pipe to provide satisfactory haunching. Initial bedding material should be placed to a minimum depth of one foot over the top of the pipe. All pipe embedment material should be selected and placed carefully, avoiding large stones, frozen lumps, and debris.
7. After placement and compaction of pipe embedment materials, the balance of backfill materials may be machine placed and should contain no large stones or rocks, frozen material or debris. Excavated materials free from topsoil may be used in the final trench depth provided they are placed in 9" lifts loose measured and compacted to not less than 95% ASTM D-698 standard proctor.
8. All sanitary sewer manholes shall have eccentric cones with the cone openings centered over the pipe. All manholes shall be guaranteed by the contractor for 3 years after RRWRD acceptance.
9. All sanitary sewer manholes shall be 48-inch diameter precast concrete, unless shown otherwise.
10. The allowable infiltration shall not exceed 200 gallons/inch diameter/mile/24 hours.
11. Sanitary sewers shall be air-tested in accordance with RRWRD requirements.
12. All new sanitary sewer manholes shall be vacuum tested in accordance with ASTM C 1244.
13. All sanitary sewers under or within two feet of any existing or proposed street pavement or curb shall be backfilled with IDOT approved granular backfill material. Trench backfill shall be placed in lifts not to exceed 9" compacted to 95% of maximum standard proctor density.
14. Rock River Water Reclamation District shall be notified 48 hours prior to the start of construction and air testing of sanitary sewers. Water main, water services, and storm sewer must be installed and RRWRD notified soon after installation before sanitary sewer testing can be performed.
15. Trenches must be backfilled to 2' below subgrade and mains and services must have 5' minimum depth of cover over the top of pipe before sanitary sewer testing can be performed.
16. Manhole frames shall be provided with self sealing lids, Neenah R-1670, East Jordan E 1117 or District approved equivalent frame and lid.
17. Exterior manhole seals shall be required on all new manholes including the barrel sections.
18. Deflection testing for flexible conduit.
   A. All sanitary sewer lines shall be deflection-tested after 30 days following final backfill operations.
   B. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the base diameter of the pipe as established in proposed ASTM D-3034. The test shall be performed without mechanical pulling devices.
   C. Wherever possible and practical, the testing shall initiate at the downstream lines and proceed towards the upstream lines.
   D. Maximum allowable pipe deflection is 5%. Where deflection is found to be in excess of 5% of the original pipe diameter, the Contractor shall excavate to the point of excess deflection and carefully compact around the point excess deflection was found. The line shall then be retested for deflection. However, should after the initial testing the deflected pipe fail to return to the original size (inside diameter) the line shall be replaced.
19. For water main separation notes applicable to sanitary sewer, see Water Main note 8.
20. Upon completion of construction all sanitary manhole castings shall be exposed and set to final grade. The District must inspect this work.
21. The Rock River Water Reclamation District will furnish a full-time inspector for all sanitary work.
22. All fill material in the area of sanitary sewer mains and services must be placed and compacted prior to installation of the sewer mains and services.
23. The Rock River Water Reclamation District specifies the following for manhole adjustment requirements:
   A. A minimum of 4" of adjusting rings (4" adjusting ring not required in turf areas or in full curb and gutter roadways)
   B. A maximum of 12" of adjusting rings
   C. A maximum of 1- 2" adjusting ring per manhole.
   D. A maximum of 30" from the top of casting to the first step
   Notes: Adjustment by grouting is not permitted. Where the roadway agency of jurisdiction allows, rubber adjusting rings shall be used
24. Labeled pipe lengths are from center of manhole to center of manhole.
25. Labeled sanitary sewer rates are calculated based on the difference between the invert elevations from the outside-to-outside distance of the manhole wall and the distance between the centers-tocenter of the manholes minus 5' for a 4' diameter manhole.
26. Refer to typical section for pavement and shoulder dimensions.

Sanitary Sewer Service Connection
1. Contractor must complete a standard RRWRD Industrial/Commercial (I/C) application and a sampling mahole application and submit to RRWRD for approval of the sewers shown as part of the building connection permitting process.
2. The contractor shall coordinate all RRWRD fees associated with this project. the contractor shall pay all application fees, and should be reimbursed by the owner. Contractor shall provide the owner with a written breakdown of all RRWRD fees with evidence of payment.
3. RRWRD will require inspection of the sewer installation. Contractor shall coordinate this work directly with RRWRD. Owner shall pay for all inspection fees.
4. All sanitary sewer, manholes, services and other appurtenances shall be installed as required by the RRWRD and/or the City of Rockford contractor is responsible for familiarizing himself with the specific requirements for materials and construction for these two agencies.
5. The City of Rockford may also require inspection of the building connections. the contractor shall coordinate all City inspections with the Loves Park building inspector, if needed.
6. Contractor to install 6" service from main to designated point of connection as shown on the plans as part of sewer installation.
7. RRWRD sanitary sewer service connection permits will not be issued under the Standard RRWRD process until after the RRWRD has issued a "Notice Allowing Connections".

JEFFREY S. LINKENHELD
062-048405
LICENSED
PROFESSIONAL
ENGINEER
OF
ILLINOIS
4-28-16
Exp 11-30-17

UNDERCUT UNIT PRICING

1. Contractor to include in their bid the cost to remove 200 CU YD of unsuitable soil and provide compacted engineered fill in its place. This amount is a contingency quantity and actual payment shall be based on the unit pricing that the contractor provides with their bid. Removal limits shall be determined by the Geotechnical Engineer assigned to this project.

STORM SEWER NOTES

1. Storm sewer shall be constructed in accordance with the following:
   A. "Standard Specifications for Water and Sewer Main Construction in Illinois" (Standard Specifications), seventh edition dated 2014, and all revisions and supplements thereto.
   B. Concrete pavement shall be constructed in accordance with the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Standard Specifications), latest edition, including all updates and standards thereto.
   C. Standards and requirements of City of Rockford.
   D. Additional details and requirements provided in the contract documents, including this plan set.
   Where criteria of the aforementioned specifications conflict, the more stringent criteria shall be implemented.
2. Material Specifications. All storm sewer system elements shall conform to the following specifications:
   A. Sewer Pipe. All storm sewer pipe shall be reinforced concrete pipe unless otherwise specifically noted in this plan set.
      a. Sump pump service connection and storm sewer extension (4" and 6")--ABS sewer pipe or PVC sewer pipe ASTM D2751, SDR35, or ASTM D3034, SDR35, respectively.
      b. Concrete sewer pipe (10" diameter and smaller), minimum Class 3, ASTM C14.
      c. Reinforced concrete pipe (12" diameter and larger), circular reinforcement, minimum Class 3, wall B, ASTM C76.
      d. Reinforced concrete arch culvert pipe--double line reinforcement, minimum Class 3, ASTM C506.
      e. Reinforced concrete elliptical culvert pipe--minimum Class HE-III or VE-III, ASTM C507.
      f. PVC underdrain pipe (4" and 6")--ASTM D2729, SDR35.
      g. Galvanized corrugated steel culvert pipe AASHTO M246, Type B, minimum wall thickness 14 gauge (shall only be used for culverts).
   B. Sewer Pipe Joints.
      a. ABS pipe--ASTM C443.
      b. PVC pipe--ASTM D3212, push-on type, except underdrain pipe which shall have solvent welded joints.
      c. Reinforced concrete pipe--ASTM C443 ("O" ring).
   C. Casing Pipes. Steel pipe--ASTM A120, 3/8" minimum thickness.
   D. Manholes and Catch Basins.
      a. Precast reinforced concrete--ASTM C478.
      b. Size:
      c. For sewer eighteen inches in diameter or less, manhole shall have a forty-eight inches inside diameter.
      d. For sewer twenty-one to thirty-six inches in diameter, manhole shall have a sixty inch inside diameter.
      e. For sewer greater than thirty-six inches in diameter, manhole shall have an offset riser pipe of forty-eight inches inside diameter.
      f. Adjustment: No more than two precast concrete adjusting rings with six inch maximum height adjustment shall be allowed.
      g. Pipe and frame seals: All pipe connection openings shall be precast with resilient rubber watertight pipe to manhole sleeves or seals. External flexible watertight sleeves shall also extend from the manhole cone to the manhole frame. Pipe and frame seals: All pipe connection openings shall be made watertight with hydraulic cement. The hydraulic cement sealing pipe connections shall extend the full thickness of the structure wall. Hydraulic cement shall also be applied within the structure from the cone section, past all adjustment rings, to the frame.
      h. Bottom sections: All bottom sections shall be monolithically precast including bases and invert flowlines.
   E. Inlets.
      a. Precast reinforced concrete--ASTM C478 and ASTM C443.
      b. Size: Inlets shall have a twenty-four inch inside diameter and a maximum depth of four feet.
      c. Adjustment: No more than two precast concrete adjusting rings with six inch maximum height adjustment shall be allowed.
      d. Only one pipe connection is allowed, and it shall be precast with resilient rubber watertight pipe to manhole sleeves or seals. External flexible watertight sleeves shall also extend from the manhole cone to the manhole frame.
      e. Bottom sections: All bottom sections shall be monolithically precast including bases and invert flowlines.
   F. Castings (Unless otherwise noted within the plans)
      Manhole frame and cover--Use area inlet as listed below unless specified as a "closed lid" in this plan set. Closed lid frame and covers shall be Neenah No. R-1772-C embossed "STORM SEWER".
      a. Manhole steps--Neenah No. R-1981-I.
      b. Six inch curb and gutter inlet--Neenah No. R-3032.
      c. Yard inlet--Neenah No. R-2579.
      d. Parking lot inlet--Neenah No. R-2450.
   G. Crushed Granular Bedding: Crushed gravel or crushed stone course aggregate--ASTM C33, Size No. 67.
3. All end sections 24" and greater shall come equipped with trash grate and toe block in compliance with Illinois Department of Transportation standard.
4. Inspect pipe for defects and cracks before being lowered into the trench, piece by piece. Remove and replace defective, damaged or unsound pipe or pipe that has had its grade disturbed after laying. Protect open ends with a stopper to prevent earth or other material from entering the pipe during construction. Remove dirt, excess water, and other foreign materials from the interior of the pipe during the pipe laying progress.
5. Install pipe in accordance with manufacturer's written recommendations.
6. Commence installation at the lowest point for each segment of the route. Lay RCP with the groove or bell end up-stream.
7. Lay pipe to the required line and slope gradients with the necessary fittings, bends, manhole, risers and other appurtenances placed at the required location as noted on Drawings.
8. All storm sewers under and within two feet of any existing or proposed pavement shall be backfilled with granular backfill material IDOT gradation FA-6 or approved equal. (Grade 8 or Grade 9).
9. Compact backfill to 98 percent of maximum density in accordance with ASTM D698, (or 95 percent of maximum density, in accordance with ASTM D1557) obtained at optimum moisture as determined by AASHTO T180.
10. Do not backfill trenches until required tests are performed and utility systems comply with and are accepted by applicable governing authorities.
11. Backfill trenches to contours and elevations shown on the drawings.

WATER UTILITY NOTES

1. Water mains and services shall be constructed in accordance with the following:
   A. "Standard Specifications for Water and Sewer Main Construction in Illinois" (Standard Specifications), seventh edition dated 2014, and all revisions and supplements thereto.
   B. All applicable state and local plumbing codes.
   C. Additional details and requirements provided in the contract documents, including this plan set.
   D. City of Rockford watermain codes.
   Where criteria of the aforementioned specifications conflict, the more stringent criteria shall be implemented.
2. Contact all public and private utility companies 48 hours prior to any excavation. Cost of replacement or repair of existing utilities damaged as a result of the contractor's operation shall be the contractor's responsibility.
3. All water main and service pipe greater than 2" in diameter shall be Ductile Iron Pipe in accordance with C151, Class 52 in accordance with AWWA standard C150 and C104. Fittings shall comply with AWWA C110. Joints--mechanical and push-on shall comply with AWWA C111.
4. The minimum cover for all water main and water service pipe is 6' from finished grade to top of pipe.
5. All water mains under and within two feet of any existing or proposed street pavement or curb shall be backfilled with IDOT approved granular backfill material. Trench and backfill shall be placed in lifts not to exceed 12" compacted to 95% of maximum Standard proctor density.
6. All valves shall be butterfly Mueller model B3211-20 or gate Mueller model A-2370-20 valves with mechanical joints, resilient seat wedge type, with cast iron body, bronze mounted, bronze non-rising stem, double disc pattern, designed for 300 pounds working pressure meeting AWWA Standard C509. All valves shall open left.
7. Water main separation from storm and sanitary sewer shall conform to section 41-2.01 of the Standard Specifications.
8. The water service pipe shall be type K copper tubing in accordance with ASTM b-88 up to 2" in diameter. The corporation cock, curb stop, and the service box shall be of type and manufacture acceptable to the City of Rockford.
9. No object may be constructed, maintained or installed within 48 inches of a fire hydrant. No trees, bushes, walls, or other obstacles which may hide or impede the use of a fire hydrant will not be permitted.
10. Hydrants shall be painted in conformity to AWWA Std. C502. The contractor shall verify color of paint with City of Rockford prior to procurement.
11. All fire hydrants shall comply with AWWA Standard C502 and the City of Rockford requirements. The contractor shall contact the City of Rockford for specific requirements. All public hydrants shall have a "breakaway" design and shall be placed so that the center of the pumper nozzle is 18 to 24 inches above the ground line. A hole of 1/2 cubic yard volume shall be dug at each hydrant and filled with washed gravel to act as a drain for two (2) bronze lined outlets. Hydrants shall be Mueller Centurion model A-423 unless a different model is approved in advance by City of Rockford.
12. Fire hydrants shall be placed at least 3 feet off the edge of pavement.
13. Connections to Existing Mains. All connections to the Village water distribution system shall be made under full water service pressure unless otherwise approved by the Village Engineer at locations approved by the Village Engineer.
14. Pressure Test.
   A. As part of the construction, the water mains shall be pressure tested in accordance with Section 41-2.12 of the Standard Specifications.
   B. All newly laid pipe shall be subjected to a hydrostatic pressure of 150 pounds per square inch. Duration of each pressure test shall be for a period of not less than two hours. Each valved section of pipe shall be filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe.
   C. Before applying the specified test pressure, all air shall be expelled from the pipe. All leaks shall be repaired until tight. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced and the test repeated until satisfactory results are obtained.
15. All testing shall be done after the installation of service lines. Suitable means shall be provided for determining the quantity of water lost by leakage under the specified test pressure in accordance with Section 41-2.14C of the Standard Specifications.
16. Disinfection.
   A. Water from the existing distribution system or other source of supply shall be controlled so as to flow slowly into the newly laid pipeline during the application of chlorine gas. The rate of chlorine mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall be at least forty to fifty ppm, or enough to meet the requirements during the retention period. This may require as much as one hundred ppm of chlorine in the water left in the line after chlorination.
   B. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water.
   C. Treated water shall be retained in the pipe long enough to destroy all spore-forming bacteria. This retention period shall be at least twenty-four hours. After the chlorine-treated water has been retained for the required time, the chlorine residual at the pipe extremities and at other representative points should be at least ten ppm.
   D. In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent.
   E. All water mains and services shall be disinfected and tested according to the requirements of the Standards for Disinfecting Water Mains, AWWA C601. All disinfection shall be performed by an independent firm exhibiting experience in the methods and techniques of this operation, and shall be approved by the Village.
17. Final Flushing and Testing.
   A. Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipeline at its extremities until the replacement water, throughout its length shall, upon test, be approved as safe water by the Village Engineer. This quality of water delivered by the new main should continue for a period of at least two full days as demonstrated by laboratory examination of samples taken from a tap located and installed in such a way as to prevent outside contamination. Samples should never be taken from an unsterilized hose or from a fire hydrant, because such samples seldom meet current bacteriological standards.
   B. After disinfecting and flushing, water samples shall be collected by the contractor on two successive days, with notice given, so that the collection may be witnessed by the Village. Bacteriological sampling and analysis of the samples shall be performed by a laboratory approved by the Illinois Department of Public Health and the Village. Should the initial treatment result in an unsatisfactory bacterial test, the procedure shall be repeated until satisfactory results are obtained. The contractor or developer shall pay for the sampling and analysis. Results of the analysis shall be transmitted by the laboratory directly to the Village Engineer. Test results shall indicate the date the sample was collected, the date the analysis was made, the exact locations at which samples were taken, the firm submitting the sample, and the project at which the samples were collected. Sufficient samples shall be collected in order to insure that the system is bacteriologically safe.
18. Any areas where solid rock is encountered when laying the water main, approved bedding material shall be used.

GENERAL PAVING NOTES

1. All pavement shall be constructed in accordance with the following:
   A. All pavement shall be constructed in accordance with the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Standard Specifications), latest edition, including all updates and standards thereto.
   B. Standards and requirements of City of Rockford.
   C. Additional details and requirements provided in the contract documents, including this plan set.
2. All proposed pavement areas shall be stripped of all topsoil and unsuitable material and excavated or filled to within 0.10 feet of design subgrade.
3. The subgrade of pavement areas shall be free of all unsuitable material and shall be compacted to a minimum 95 per cent of Standard proctor density.
4. The subgrade shall be proof rolled, inspected and approved by the City of Rockford prior to placing the base material. Notify the engineer at least 48 hours prior to finished subgrade preparation.
5. The earthwork contractor shall be responsible for removal of spoil material from the underground contractors, preparing the roadway subgrade, proof rolled, placing topsoil to a minimum depth of 4 inches to finished grade in the parkways areas only, grading of drainage swales, and all other tasks as directed by the owner or engineer.
6. The quantities contained in these documents are approximate and estimated, and are presented as a guide to the contractor in determining the scope of work. It is the Contractor's responsibility to determine all quantities and to become familiar with the site and soil conditions.
7. The paving Contractor is responsible for the final subgrade preparation, proof rolling, the pavement base, binder, and surface, and all final clean-up and related work associated with the paving operation.
8. The proposed pavement shall be of the type and thickness as specified in the engineering drawings, and constructed in strict conformance with the previously referenced IDOT standard specifications and City of Rockford.
9. Areas of deficient paving, including compaction, smoothness, thickness, and asphalt mixture, shall be delineated, removed, and replaced in compliance with Specifications requirements unless corrected otherwise as directed and approved by the owner.
10. Field quality control tests specified herein will be conducted by the owner's Independent Testing Laboratory (ITL) at no cost to the contractor. Any testing and inspection resulting from the requirements of necessary permits by City of Rockford or the State of Illinois shall be at the contractor's expense. The contractor shall perform additional testing as considered necessary by the contractor for assurance of quality control. Retesting required as a result of failed initial tests shall be at the contractor's expense.
   A. Field testing, frequency, and methods may vary as determined by and between the owner,the ITL and City of Rockford.
   B. Testing shall be performed on finished surface of each asphalt concrete course for smoothness, using 10'_0" straightedge applied parallel with, and at right angles to centerline of paved area. The following tolerances in 10 ft shall not be exceeded: Base Course Surface: 1/4-inch, Wearing Course Surface: 1/8-inch.
   C. No ponding shall occur on paved surfaces.

PAVEMENT MARKING NOTES

1. Apply two (2) coats for all pavement markings.
2. Material description: a fast drying, high hiding marking paint for concrete, brick and bituminous surface. this product has been designed for painting centerlines and edgelines of highways, City crosswalks and stop zones, parking lots, traffic aisles, etc. Do not apply to in temperatures below 50 F.
3. Paint properties:
   A. Pigment 4991 yellow -- leaD-free organic yellow min. 4.8% titanium dioxide min. 2.8 % calcium carbonate max. 93%
   B. the percentage pigment by weight of the finished product shall not be less than 50% no more than 54%. (ASTM d3723)
   C. Vehicle: the non-volatile portion of the vehicle shall be composed of a 100% acrylic polymer and shall not be less than 44% by weight.
   D. ASTM d2697)
   E. Organic volatiles: the finished paint shall contain less than 150 grams of volatile organic matter per liter of total paint. (ASTM d3960)
   F. Total solids: the finished paint shall not be less than 73% total non-volatile by weight. (ASTM d2369)
   G. Grind: the paint shall have a grind of not less than 3 on a hegman grind gauge. (ASTM d210)
   H. Viscosity: the consistency of the paint shall not be less than 83 nor more than 98 kreb units at 77° F. (ASTM d562)
   I. Freeze / Thaw stability: the paint shall show no coagulation or change in consistency greater than 10 kreb units after 3 cycles. (ASTM d2243)
   J. Heat stability: the paint shall show no coagulation, discoloration, or change in consistency greater than 10 kreb units when tested in accordance within federal specification tt-p-1952b, section 4.5.8.
   K. Storage stability: after 30 days storage in a three quarters filled, closed container, the paint shall show no caking, skinning, livering, curdling, biological growth, or hard settling. the viscosity shall not change more than 5 kreb units from the original sample.
   L. No pick-up time: the no pick-up time shall be less than 10 minutes. the test shall follow the requirements of ASTM d711 with a wet film thickness of 0.38 mm (15 mils).
   M. Dry through time: the paint, when applied to a non-absorbent substrate at a wet film thickness of 0.38 mm (15 mils) and placed in a humidity chamber controlled at 90 +/-5% r.h. and 72.5° +/- 1.4° F shall have a dry through time not greater than 15 minutes when tested in accordance with ASTM d1640.
4. USBR 20 shall be Thermoplastic Pavement markings.

ADDITIONAL ASPHALT PAVING NOTES

1. Weather Limitations:
   A. Apply prime and tack coats when ambient or base surface temperature is above 40 F, and when temperature has been above 35 F for 12 hours immediately prior to application. Do not apply when base is wet, contains excess moisture, during rain, or when frozen.
   B. Construct asphaltic concrete paving when ambient temperature is above 40 F.
2. Materials shall comply with the following standards of quality:
   A. Asphalt Cement: Comply with AASHTO M 226; Table 2 AC_10, AC_20, or AC_40, viscosity grade, depending on local mean annual air temperature in accordance with the following chart: Mean annual air temperature 45 F or lowerAC_10 85/100 pen. Mean annual air temperature between 45 F and 75 F AC_20 60/70 pen. Mean annual air temperature AC_40 75 F or higher
   B. Prime Coat: Medium curing cut_back asphalt or asphalt penetrating prime coat consisting of either MC_30 or SS_1h.
   C. Tack Coat: Emulsified asphalt; AASHTO M 140 or AASHTO M 208, SS_1h, CSS_1, or CSS_1h, diluted with 1 part water to 1 part emulsified asphalt.
   D. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with AASHTO M 17, if recommended by state highway department specifications.
   E. Asphalt_Aggregate Mixture: Unless otherwise noted on the Drawings, design mix shall have minimum stability based on 75_blow Marshall complying with AASHTO T 245 of 1000 pounds with flow between 0.08 and 0.16 inches. The design mix shall be within sieve analysis and bitumen ranges specified below unless approved otherwise by the engineer prior to placement.
3. Mix design shall comply with Mix Design Table for East State Street and the following:
   A. Base Course: Illinois Department of Transportation (IDOT) approved mix for Hot-Mix Asphalt Surface Course, Mix "C", N50.
   B. Surface (Wearing) Course: Illinois Department of Transportation (IDOT) approved mix for Hot-Mix Asphalt Binder Course, IL-9.5, N50.
4. Remove loose material from compacted base material surface immediately before applying prime coat.
5. Establish and maintain required lines and elevations.
6. Cover the surfaces of curbs, gutters, manholes and other structures on which the asphaltic concrete mixture will be placed, with a thin, uniform coat of liquid asphalt. Where the asphaltic concrete mixture will be placed against the vertical face of an existing pavement, clean the vertical face to remove foreign substances and apply a coating of liquid asphalt at a rate of approximately 0.25 gallons per square yard.
7. Prime Coat:
   A. Apply to base material surfaces at least 24 hours in advance.
   B. Apply at minimum rate of 0.25 gal per sq. yd over compacted base material. Apply to penetrate and seal, but not flood surface.
   C. Take necessary precautions to protect adjacent areas from over spray.
   D. Cure and dry as long as necessary to attain penetration of compacted base and evaporation of volatile substances.
8. Tack Coat:
   A. Apply to contact surfaces of previously constructed asphaltic concrete base courses or Portland cement concrete and surfaces abutting or projecting into asphaltic concrete or into asphaltic concrete pavement.
   B. Apply tack coat to asphaltic concrete base course or sand asphalt base course. Apply emulsified asphalt tack coat between each lift or layer of full depth asphaltic concrete and sand asphalt bases and on surface of bases where asphaltic concrete paving will be constructed.
   C. Apply at minimum rate of 0.05 gal per sq. yd of surface.
   D. Allow drying until at proper condition to receive paving.
9. Place asphaltic concrete mixture on completed compacted subgrade surface, spread, and strike off. Spread mixture at following minimum ambient temperatures:
   A. Between 40 and 50 F: Mixture temperature: 285 F
   B. Between 50 and 60 F: Mixture temperature: 280 F
   C. Higher than 60 F: Mixture temperature: 275 F
      a. Whenever possible, spread pavement by finishing machine; however, inaccessible or irregular areas may be placed by hand methods. Spread hot mixture uniformly to required depth with hot shovels and rakes. After spreading, carefully smooth hot mixture to remove segregated course aggregate and rake marks. Rakes and lutes used for hand spreading shall be type designed for use on asphalt mixtures. Do not dump loads faster that they can be properly spread. Workers shall not stand on loose mixture while spreading.
      b. Paving Machine Placement: Apply successive lifts of asphaltic concrete in transverse directions with surface course placed parallel to flow of traffic. Place asphaltic paving in typical strips not less than 10'-0" wide. Asphaltic concrete pavement, including base and surface course, shall be placed in two or more equal lifts. Each lift shall be from 1 to 3 inches thick.
      c. Joints: Make joints between old and new pavements, or between successive days and work in manner that will provide continuous bond between adjoining work. Construction joints shall have same texture, density, and smoothness as other sections of asphaltic concrete course. Clean contact surfaces of joints and apply tack coat.
10. After being spread, mixture shall be compacted by rolling as soon as it will bear the weight of rollers without undue displacement. Number, weight, types of rollers, and sequences of rolling operations shall be such that the required density and surface are consistently attained while the mixture is in workable condition.
11. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
12. Breakdown Rolling: Perform breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling with hot material.
13. Second Rolling: Follow breakdown rolling as soon as possible while mixture is hot. Continue second rolling until mixture has been thoroughly compacted as follows:
14. Average Density: 96 percent of reference laboratory density according ASTM D1556, but not less than 94 percent nor greater than 100 percent.
   A. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.
   B. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot asphaltic concrete. Compact by rolling to maximum surface density and smoothness.
   C. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked. Any masked or marred finish surfaces shall be repaired or smoothed.
15. Asphalt paving joints shall conform to the following requirements:
   A. Place each asphaltic paving layer as continuous as possible to keep the number of joints to a minimum. Create joints between old and new pavement, between successive days work, and where the mixture has become cold (less than 140 degrees F). Make these joints in such a manner as to create a continuous bond between the old and new pavement construction courses.
   B. Offset joint of successive courses by at least 6 inches.
      d. Transverse Joints: If placing of material is discontinued or if material in place becomes cold, make a joint running perpendicular to the direction traveled by the paver. Before placement continues, trim the edge of the previously placed pavement to a straight line perpendicular to the paver and cut back to expose an even vertical surface for the full thickness of the course. When placement continues, position the paver on the transverse joint so that sufficient hot mixture will be spread in order to create a joint after rolling that conforms to the required smoothness. If the temperature of the previously placed pavement material drops below 140 degrees F before paving is resumed, give the exposed vertical face a thin coat of liquid asphalt just before paving is continued.
      e. Longitudinal Joints: Coat longitudinal joints that are not completed before the previously laid mixture has cooled to a temperature below 140 degrees F, with liquid asphalt just before paving is continued.

GENERAL NOTES

1. Unless noted otherwise on this page, all earthwork, grading and paving shall be performed in accordance with Standard Specifications for Road and Bridge Construction in Illinois, State of Illinois Department of Transportation, Current Edition, and all revisions and supplements thereto, the specifications contained in this project manual, and the requirements and specifications of the City of Rockford. In case of conflict between the Standard Specifications and the project specific specifications in this manual, the specifications in the manual shall govern.
2. Unless noted otherwise on this page, all sanitary sewer, water main, and storm sewer shall be constructed in accordance with "Standard Specifications for Water and Sewer Main Construction" in Illinois latest edition and the Standard Specifications and Requirements of the Rock River Water Reclamation District (Sanitary) and City of Rockford (Water). The Contractor is responsible for familiarizing himself with the local agency requirements.
3. The designs represented in these plans are in accordance with established practices of civil engineering for the design functions and uses intended by the owner at this time. Neither the engineer nor its personnel can or do warrant these designs or plans as constructed except in the specific cases where the engineer inspects and controls the physical construction on a contemporary basis at the site.
4. The contractor, by agreeing to perform the work, agrees to indemnify and hold harmless the owner, the engineer, the city, and all agents and assigns of those parties, from all suits and claims arising out of the performance of said work, and further agrees to defend or otherwise pay all legal fees arising out of the defense of said parties.
5. In accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractors safety measures, in, or near the construction site. The contractor is responsible for maintaining adequate signs, barricades, fencing, traffic control devices and measures, and all other measures that are necessary to protect the safety of the site at all times.
6. Maintain access for vehicular and pedestrian traffic as required for other construction activities. Use traffic control devices to include temporary striping, flagmen, barricades, warning signs, and warning lights shall be in accordance with current MUTCD and IDOT standards.
7. All phases of the site work for this project shall meet or exceed industry standards and requirements set forth by the the owner's "Description of Work", City of Rockford, the State of Illinois, and this plan set.
8. The City of Rockford must be notified at least two (2) working days prior to the commencement or resumption of any work.
9. The contractor shall coordinate all permit and inspection requirements with responsible local, state, and federal agencies. The contractor shall include the costs of this coordination and all inspection fees in the bid price.
10. All work performed by the contractor shall come with a warranty against defects in workmanship and materials. This warranty period shall run concurrent with the required warranty periods the owner must provide to each local government agency, as a condition of the permit, but shall not be less than 12 months from the date of final acceptance by Owner.
11. The contractor will be held solely responsible for and shall take precautions necessary to avoid property damage to adjacent properties during the construction of this project.
12. All structures, inlets, pipes, swales, roads and public egresses must be kept clean and free of dirt and debris at all times.
13. Any field tiles encountered during construction shall be recorded showing size, location, and depth by the contractor, and either reconnected and rerouted or connected to the storm sewer system. The owner shall be notified immediately upon encountering any tile.
14. The contractor shall field verify the elevations of the benchmarks prior to commencing work. The contractor shall also field verify the location and elevation of existing pipe inverts, curb or pavement where matching into existing work. The contractor shall field verify horizontal control by referencing property corners to known property lines. Notify the engineer of discrepancies in either vertical or horizontal control prior to proceeding.
15. All elevations are on NAVD 88 datum.
16. Parking areas designated as A.D.A. and all sidewalk shall be compliant with state and local A.D.A. requirements.
17. Detectable warning plates per Article 424.09 of the IDOT specifications shall be placed at all locations where sidewalk that is to be replaced intersects public roads and at locations indicated in this plan set.
18. The contractor shall verify the location of all utilities in the field prior to construction. This includes sanitary sewer, water main, storm sewer, General Telephone, Commonwealth Edison, Northern Illinois Gas and cable television, if any. The J.U.L.I.E. number is 1-800-892-0123.
19. Property corners shall be carefully protected until they have been referenced by a Professional Land Surveyor.
20. The contractor shall keep careful measurements and records of all construction and shall furnish the Engineer, the Owner and the City with record drawings in a digital format compatible with AutoCAD Release 14 upon completion of his work.
21. Any excess dirt or materials shall be placed by the contractor onsite at the owner's direction or as indicated on the plans.
22. Notify the owner and City of Rockford of any existing wells. Obtain permit form the Illinois Bureau of Minerals and the State Water Survey. Cap and abandon wells in accordance with local, state, and federal regulations.
23. Finish grade shall in all areas not specifically reserved for storm water management shall drain freely. No ponding shall occur. Tolerances to be observed will be measured to the nearest 0.04 of a foot for paved surfaces and 0.10 of a foot for unpaved areas.

GENERAL NOTES AND CONDITIONS

1. All earthwork, grading and paving shall be performed in accordance with Standard Specifications for Road and Bridge Construction in Illinois, State of Illinois Department of Transportation, Current Edition, and all revisions and supplements thereto, the specifications contained in this project manual, and the requirements and specifications of the City of Rockford. In case of conflict between the Standard Specifications and the project specific specifications in this manual, the specifications in the manual shall govern.
2. All sanitary sewer, water main, and storm sewer shall be constructed in accordance with "Standard Specifications for Water and Sewer Main Construction" in Illinois latest edition and the Standard Specifications and Requirements of the Rock River Water Reclamation District (Sanitary) and North Park Public Water District (Water). The Contractor is responsible for familiarizing himself with the local agency requirements.
3. The City of Rockford Engineering department must be notified at least two (2) working days prior to the commencement or resumption of any work.
4. The Contractor shall keep careful measurements and records of all construction and shall furnish the Owner with record drawings upon completion of his work.
5. The Contractor shall verify the location of all utilities in the field prior to construction. This includes sanitary sewer, water main, storm sewer, telephone, electric, gas, and cable television, if any. The J.U.L.I.E. number is 1-800-892-0123.
6. All work performed by the Contractor shall come with a warranty against defects in workmanship and materials. This warranty period shall run concurrent with the required warranty periods the Owner must provide to each local government agency, as a condition of the permit. At a minimum, a 12 month warranty is required.
7. Any excess dirt or materials shall be disposed of by the Contractor offsite as directed by the owner at the Contractor's expense.
8. All structures, inlets, pipes, swales and roads must be kept clean and free of dirt and debris at all times.
9. The Contractor is responsible for maintaining adequate signs, barricades, fencing, traffic control devices and measures, and all other measures that are necessary to protect the safety of the site at all times. Contractor is responsible to provide secure storage for his own equipment. Designated storage locations will be identified for the contractor. Contractor will have the option of installing secure trailer or fenced yard.
10. The Contractor, by agreeing to perform the work, agrees to indemnify and hold harmless the Owner, the Engineer, the City of Rockford, and all agents and assigns of those parties, from all suits and claims arising out of the performance of said work, and further agrees to defend or otherwise pay all legal fees arising out of the defense of said parties.
11. All elevations are WinGIS datum.
12. Any field tiles encountered during construction shall be recorded showing size, location, and depth by the Contractor, and either reconnected and rerouted or connected to the storm sewer system. The Owner shall be notified immediately upon encountering any tile.
13. The Contractor shall field verify the elevations of the benchmarks prior to commencing work. The Contractor shall also field verify the location and elevation of existing pipe inverts, curb or pavement where matching into existing work. The Contractor shall field verify horizontal control by referencing property corners to known property lines. Notify the Engineer of discrepancies in either vertical or horizontal control prior to proceeding.
14. Property corners shall be carefully protected until they have been referenced by a Professional Land Surveyor.
15. All traffic control must be maintained at all times in accordance with current MUTCD and State of Illinois Standards.
16. Contractor shall use the owner's engineer, Arc Design Resources for construction layout services and shall contact Arc Design directly to negotiate required scope of services and fee. Contractor shall include all necessary construction layout in his bid. Contact Mr. Kurt Thomas at 815-484-4300 x247.

CRACK SEALING REQUIREMENTS [BASE BID]

1. General construction procedures to conform to Section 451 of the State of Illinois Standard Specifications, unless superseded here.
2. Air temperature must be 45° F and rising at time of installation.
3. All cracks shall be free of vegetation prior to cleaning and sealing.
4. All cracks 1/4" wide or larger are to be cleaned and routed prior to sealing. Contractor to make the necessary inspection of existing conditions in order to provide his bid.
5. Contractor shall route all cracks to be sealed to a 1/2" depth by 1/2" width.
6. Routing shall cut a clean edge from both sides of the crack, 1/8" into the crack face.
7. All cracks shall then be cleaned with compressed air. Vacuuming is also an acceptable crack cleaning method.
8. Work area in vicinity of cracks to be free of blown dirt and debris to avoid contaminating cleaned crack areas.
9. Sealant shall be hot applied polymeric sealant "Hi-Spec" by WR Meadows Company, parking lot sealant part No. 34200 by Crafco, Inc., or approved equivalent material. Follow product manufacturer's guidelines for preparation, material handling, and installation.
10. All cracks less than 1/4" wide shall be cleaned and sealed with the same hot applied materials.
11. Crack seal overbanding shall not exceed 1/8" in thickness and shall not be wider than 3/4" on each side of the crack.

SEALCOAT APPLICATION REQUIREMENTS [BASE BID]

1. General construction procedures to conform to section 403 of the State of Illinois Standard Specifications, as applicable.
2. Air temperature must be 45° and rising at the time of seal coat application.
3. Contractor shall clean entire surface area to be sealed with a power broom or compressed air.
4. Contractor shall perform any crack filling operation in advance of sealcoat application.
5. Contractor shall apply one coat of a multi-polymer penetrating primer over entire surface area at an application rate of 0.004 gal/s.f. minimum. Primer shall be Neyra Industries "polyprime" product or an approved equivalent material meeting same performance specifications.
6. Contractor shall apply 2 coats of coal tar emulsion asphalt sealer. Sealer shall contain 3 pounds of sand per gallon of sealer. Sealer shall be Neyra "tarconite" brand sealer or an approved equivalent. Application rate shall be per the manufacturer specifications for this product.
7. The actual area sealed shall be according to the limits on the plans and the final area will not be measured for payment. Contractor shall inspect the existing conditions prior to his bid.

ARC DESIGN RESOURCES INC.

GENERAL NOTES

Larson & Darby Group
Architects Engineers Interiors
Rockford Office - 4949 Harrison Ave., Suite 100, P.O.Box 5207 Rockford, IL 61125 Tel (815) 484-0739 Fax (815) 229-9867

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS - ROCKFORD IL
ROCKFORD PUBLIC SCHOOLS 205

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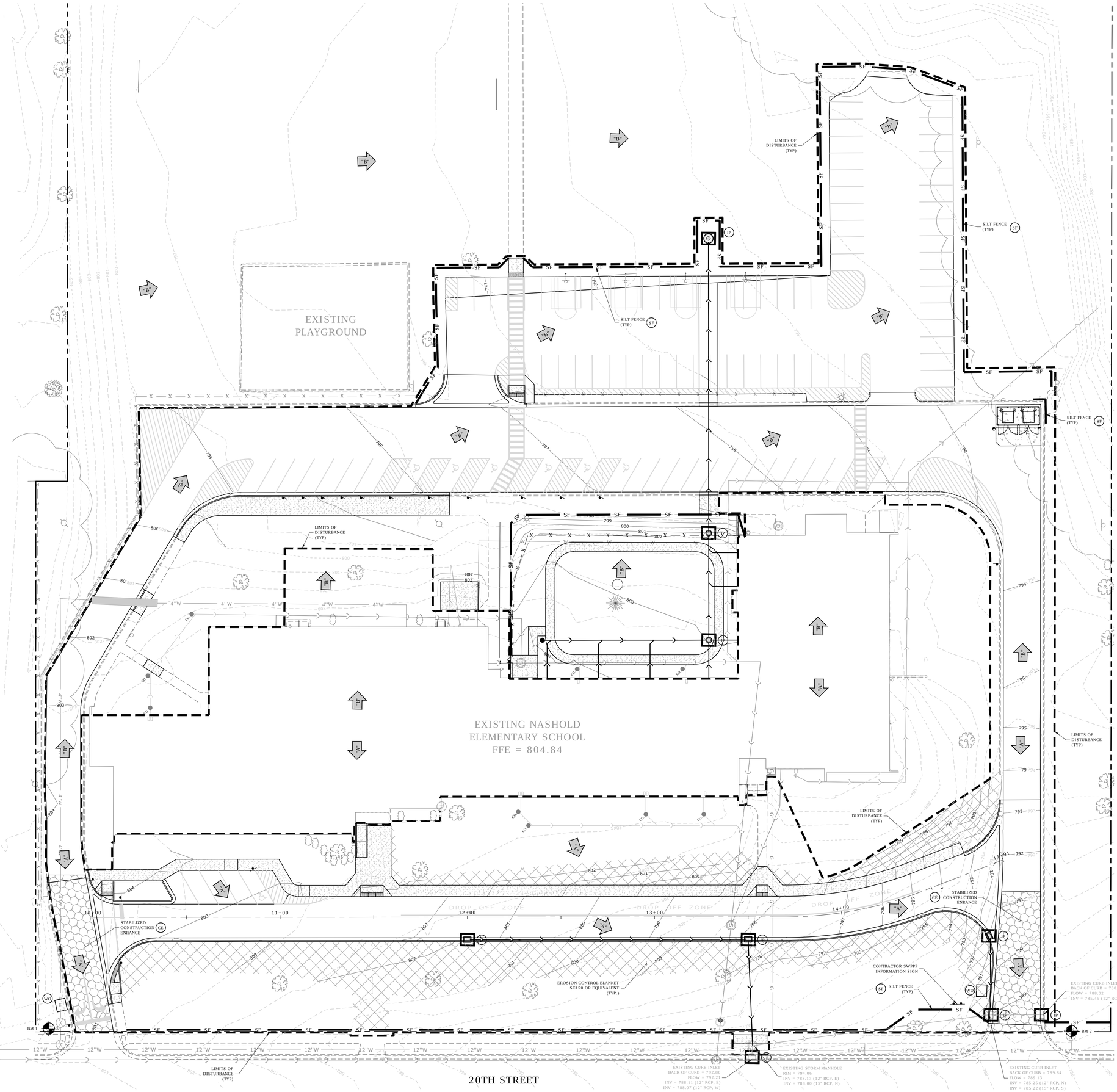
ISSUED FOR:	DATE
BIDDING	04-29-2016

DRAWN	APPROVED
JGS	JSL

DATE:
PROJECT NUMBER 25112
SHEET NUMBER C01



LEGEND

(SEE SITE PLAN SET FOR EXISTING SYMBOLS)

- PROPOSED PROPERTY LINE ¶
- PROPOSED LIMIT OF DISTURBANCE
- EXISTING CONTOUR LINE
- 750 — PROPOSED CONTOUR LINE
- PROPOSED STORM SEWER LINE
- PROPOSED TURF
- X.XX — SEE SPECIFIC KEY NOTE ON THIS SHEET
- SURFACE DRAINAGE AREA

EROSION DETAILS (SEE SWPPP DETAILS SHEET FOR ITEMS BELOW)

- SF — PROPOSED TEMPORARY SILT FENCE
- CE — PROPOSED TEMPORARY CONSTRUCTION EXIT
- RR — PROPOSED PERMANENT RIP-RAP
- IP — PROPOSED TEMPORARY INLET PROTECTION
- WO — PROPOSED TEMPORARY CONCRETE WASHOUT
- OCP — PROPOSED TEMPORARY OUTLET CONTROL PROTECTION
- CD — PROPOSED TEMPORARY CHECK DAM
- SURFACE DRAINAGE OVERFLOW ROUTE

EROSION CONTROL REFERENCE NOTES

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1.03 NO STRUCTURE SHALL BE ALLOWED TO BE PROTECTED WITH ANY MEASURE OTHER THAN THOSE DETAILED IN THIS SWPPP SITE MAP FOR MORE THAN 48 HOURS OR IF RAIN IS IMMINENT. STRUCTURES WITH CLOSED LIDS WILL NOT REQUIRE PROTECTION FOLLOWING INSTALLATION OF LID. CONTRACTOR SHALL NOTE TIME STRUCTURE INSTALLATION (AND PROTECTION INSTALLATION, INCLUDING TYPES OF PROTECTION) ARE EMPLOYED. WHENEVER PIPE INSTALLATION IS HALTED FOR MORE THAN 24 HOURS OR WHEN RAIN IS IMMINENT, THE OPEN END SHALL BE PROTECTED WITH A TEMPORARY BULK HEAD. A 3/4" SHEET OF PLYWOOD THAT EXTENDS 6" BEYOND THE OUTSIDE DIAMETER OF THE PIPE SHALL BE PLACED AGAINST THE EXPOSED PIPE END. GRAVEL SHALL BE PLACED AGAINST THE PLYWOOD IN SUFFICIENT QUANTITY SO AS TO ENSURE THE TIGHTEST POSSIBLE SEAL. THE TRENCH SHALL BE DEWATERED PRIOR TO REMOVING THE BULKHEAD.

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SWPPP NOTES

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5. GENERAL CONTRACTOR SHALL SELF PERFORM SWPPP INSPECTIONS AND MAINTENANCE.

STORMWATER OUTFLOWS

A FROM SITE - DRAINAGE AREA "A" (2.24 ACRES) CONSISTING OF BUILDING, PARKING LOT, AND LANDSCAPED AREAS. ALL FLOWS TREATED BY TEMPORARY INLET PROTECTION DEVICES, PERIMETER SILT FENCE AND OTHER BMP'S DESCRIBED IN THIS SWPPP AND THE ILLINOIS URBAN MANUAL DURING CONSTRUCTION.

TO RECEIVING WATERS - DISCHARGE WILL FLOW OFF SITE VIA SHEET FLOW AND PROPOSED STORM SEWER. THE FLOW WILL ENTER THE CITY OF ROCKFORD STORM SEWER SYSTEM. DISCHARGE WILL THEN ULTIMATELY FLOW VIA STORM SEWER INTO THE ROCK RIVER LOCATED APPROXIMATELY 2 MILES WEST OF THE SITE.

B FROM SITE - DRAINAGE AREA "B" (4.52 ACRES) CONSISTING OF BUILDING, PARKING LOT, AND LANDSCAPED AREAS. ALL FLOWS TREATED BY TEMPORARY INLET PROTECTION DEVICES, PERIMETER SILT FENCE AND OTHER BMP'S DESCRIBED IN THIS SWPPP AND THE ILLINOIS URBAN MANUAL DURING CONSTRUCTION.

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LIMIT OF DISTURBANCE

SITE AREA:	7.64 AC
DISTURBED AREA:	3.30 AC
PRE-CONSTRUCTION	
IMPERVIOUS AREA:	2.74 AC
PERVIOUS AREA:	4.90 AC
RUNOFF COEFFICIENT:	0.50
POST-CONSTRUCTION	
IMPERVIOUS AREA:	3.17 AC
PERVIOUS AREA:	4.47 AC
RUNOFF COEFFICIENT:	0.54

LAND OWNER

ROCKFORD PUBLIC SCHOOLS
501 7TH STREET
ROCKFORD, IL 61104
815-966-3000

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

SWPPP SITE MAP - BASE BID

Larson & Darby Group
Architects Engineers Interiors
Rockford Office • 4949 Harrison Ave, Suite 900, P.O.Box 5207 Rockford, IL 61125 Tel (815) 484-0739 Fax (815) 229-9867

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS – ROCKFORD IL
ROCKFORD PUBLIC SCHOOLS 205

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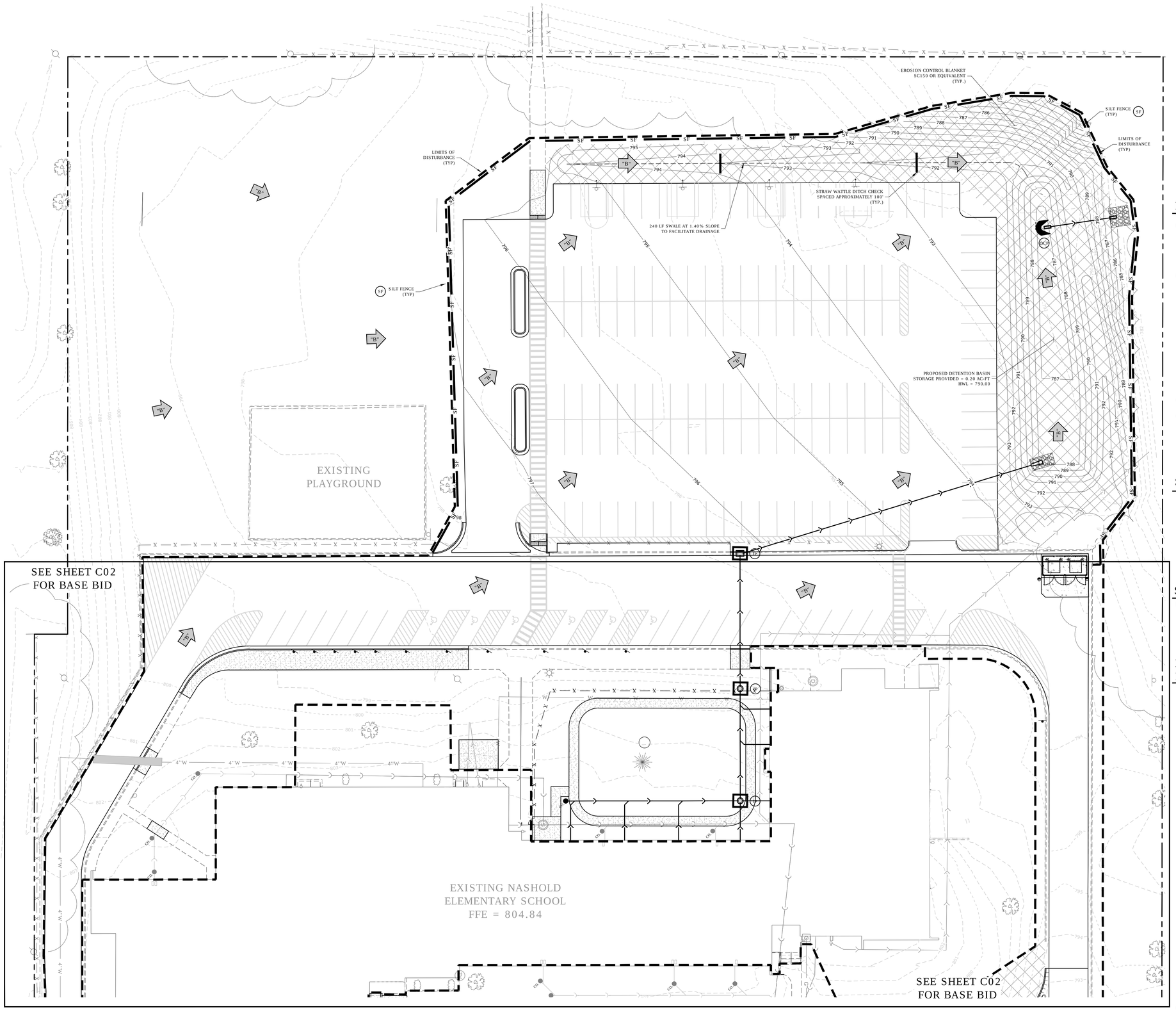
ISSUED FOR: DATE
BIDDING 04-27-26

DRAWN JDS APPROVED DS

ARC DESIGN RESOURCES INC.

DATE:
PROJECT NUMBER 25112
SHEET NUMBER C02



LEGEND

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STORMWATER OUTFLOWS

FROM SITE - DRAINAGE AREA "B" (4.52 ACRES) CONSISTING OF BUILDING, PARKING LOT, AND LANDSCAPED AREAS. ALL FLOWS TREATED BY TEMPORARY INLET PROTECTION DEVICES, PERIMETER SILT FENCE AND OTHER BMP'S DESCRIBED IN THIS SWPPP AND THE ILLINOIS URBAN MANUAL DURING CONSTRUCTION.

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LIMIT OF DISTURBANCE

SITE AREA:	7.64 AC
DISTURBED AREA:	4.32 AC
PRE-CONSTRUCTION	
IMPERVIOUS AREA:	2.74 AC
PERVIOUS AREA:	4.90 AC
RUNOFF COEFFICIENT:	0.50
POST-CONSTRUCTION	
IMPERVIOUS AREA:	3.62 AC
PERVIOUS AREA:	4.02 AC
RUNOFF COEFFICIENT:	0.58

LAND OWNER

ROCKFORD PUBLIC SCHOOLS
501 7TH STREET
ROCKFORD, IL 61104
815-966-3000

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

N O R T H
0 5 10

SWPPP SITE MAP - ALT 1

Larson & Darby Group
Architects Engineers Interiors
Rockford Office • 4949 Harrison Ave, Suite 100, P.O.Box 5207 Rockford, IL 61125 Tel (815) 484-0739 Fax (815) 229-9867

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS – ROCKFORD IL
ROCKFORD PUBLIC SCHOOLS 205

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ISSUED FOR: BIDDING — DATE 04-27-26 — DRAWN JDS — APPROVED JSL

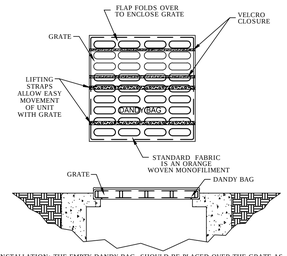
DATE:
PROJECT NUMBER 25112
SHEET NUMBER C03

ARC DESIGN RESOURCES INC.

TEMP. DANDY PRODUCTS, INC. DANDY BAG

NOT TO SCALE

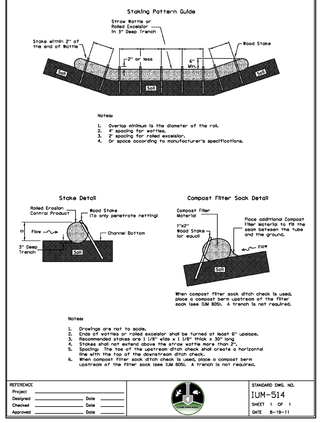
IP2 ALT



INSTALLATION: THE EMPTY DANDY BAG, SHOULD BE PLACED OVER THE GRATE AS THE GRATE STANDS ON END. IF USING OPTIONAL OIL ABSORBENTS; PLACE ABSORBENT PILLOW IN POUCH, ON THE BOTTOM (BELOW-GRADE SIDE) OF THE UNIT. ATTACH ABSORBENT PILLOW TO TETHER LOOP. TUCK THE ENCLOSURE FLAP INSIDE TO COMPLETELY ENCLOSE THE GRATE. HOLDING THE LIFTING DEVICES (DO NOT RELY ON LIFTING DEVICES TO SUPPORT THE ENTIRE WEIGHT OF THE GRATE), PLACE THE GRATE INTO ITS FRAME.

MAINTENANCE: REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM SURFACE AND VICINITY OF UNIT AFTER EACH STORM EVENT. REMOVE SEDIMENT THAT HAS ACCUMULATED WITHIN THE CONTAINMENT AREA OF THE DANDY BAG AS NEEDED. IF USING OPTIONAL OIL ABSORBENTS; REMOVE AND REPLACE ABSORBENT PILLOW WHEN NEAR SATURATION.

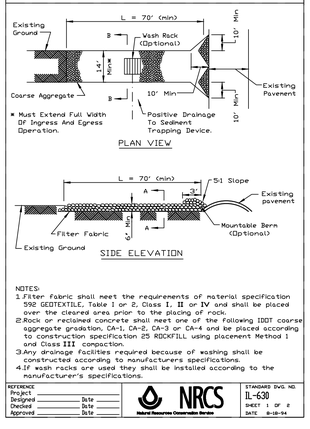
ROLLED EROSION CONTROL PRODUCTS



REFERENCE
Project
Designed _____ Date
Checked _____ Date
Approved _____ Date

STANDARD DWG. NO.
IUM-514
SHEET 1 OF 1
DATE 8-19-11

STABILIZED CONSTRUCTION ENTRANCE PLAN



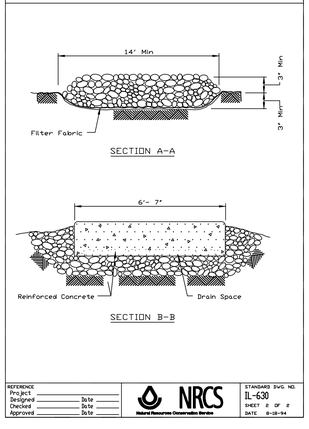
NOTES:
1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 RDCKFILL using placement Method I and Class III compaction.
3. Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
4. If wash racks are used they shall be installed according to the manufacturer's specifications.

REFERENCE
Project
Designed _____ Date
Checked _____ Date
Approved _____ Date

NRCS Natural Resources Conservation Service

STANDARD DWG. NO.
IL-630
SHEET 1 OF 2
DATE 6-18-94

STABILIZED CONSTRUCTION ENTRANCE PLAN

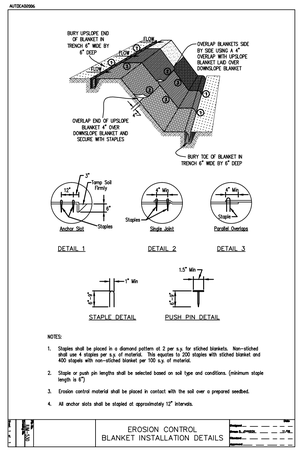


REFERENCE
Project
Designed _____ Date
Checked _____ Date
Approved _____ Date

NRCS Natural Resources Conservation Service

STANDARD DWG. NO.
IL-630
SHEET 2 OF 2
DATE 6-18-94

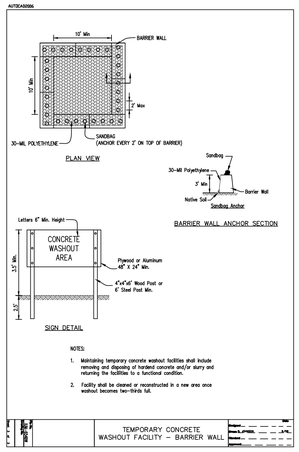
AUTOCAD2006



NOTES:
1. Staples shall be placed in a diamond pattern at 2 per s.y. for stitched blankets. Non-stitched shall use 4 staples per s.y. of material. This equates to 200 staples with stitched blanket and 400 staples with non-stitched blanket per 100 s.y. of material.
2. Staple or push pin lengths shall be selected based on soil type and conditions. (minimum staple length is 6")
3. Erosion control material shall be placed in contact with the soil over a prepared seedbed.
4. All anchor slots shall be stapled at approximately 12" intervals.

EROSION CONTROL BLANKET INSTALLATION DETAILS

AUTOCAD2006

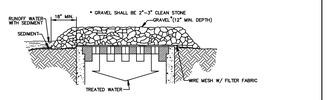


NOTES:
1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardend concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

TEMPORARY CONCRETE WASHOUT FACILITY - BARRIER WALL

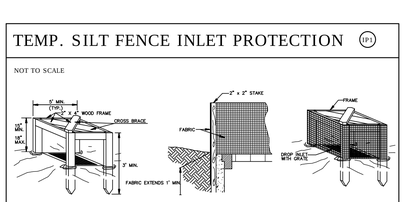
TEMP. GRAVEL AND WIRE MESH INLET SEDIMENT FILTER (IP3)

NOT TO SCALE



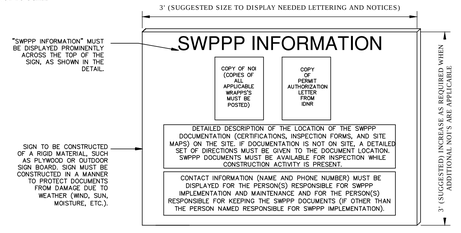
TEMP. SILT FENCE INLET PROTECTION (IP1)

NOT TO SCALE



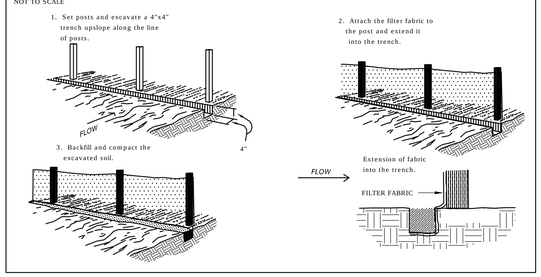
SWPPP INFORMATION SIGN (EXAMPLE)

NOT TO SCALE



TEMP. SILT FENCE (PERIMETER) DETAIL (PSF) CONSTRUCTION OF A SILT FENCE

NOT TO SCALE



ARC DESIGN RESOURCES INC.

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[illegible]arcdesign.co[illegible]
Design [illegible]ir[illegible] License [illegible]o:[illegible]

SWPPP DETAILS

Larson & Darby Group
Architects Engineers Interiors
Rockford Office - 4949 Harrison Ave, Suite 900, P.O.Box 5267 Rockford, IL 61125 Tel (815) 484-0739 Fax (815) 229-9867

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS - ROCKFORD IL
ROCKFORD PUBLIC SCHOOLS 205

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ISSUED FOR: DATE
05-27-15 BDW

DRAWN JDS APPROVED DS

DATE:
PROJECT NUMBER 25112
SHEET NUMBER C04

EXISTING PLAYGROUND

EXISTING NASHOLD ELEMENTARY SCHOOL
FFE = 804.84

20TH STREET

SAWCUT AT LIMITS OF PAVEMENT REMOVAL
EXISTING SIDEWALK TO BE REMOVED
REMOVE EXISTING BASKETBALL HOOP FOUNDATION. REMOVE AND SALVAGE HOOP AND POST (4 TOTAL)
REMOVE 17 LF OF EXISTING FENCE FOR DRIVEWAY INSTALLATION
EXISTING ASPHALT PAVEMENT AND BASE TO BE REMOVED
REMOVE 14 LF OF EXISTING FENCE FOR DRIVEWAY INSTALLATION
EXISTING ASPHALT PAVEMENT AND BASE TO BE REMOVED FOR STORM SEWER INSTALLATION
REMOVE AND REPLACE 15 LF OF EXISTING FENCE FOR STORM SEWER INSTALLATION
BLACKEN EXISTING STRIPES IN WEST PARKING LOT ONLY (TYP.)
EXISTING CONCRETE PAD TO BE REMOVED
EXISTING DUMPSTERS TO BE REMOVED BY OWNER
EXISTING ASPHALT SURFACE COURSE TO BE REMOVED AND REPLACED. GRADE AND SHAPE EXISTING AGGREGATE BASE COURSE
EXISTING CURB AND GUTTER TO BE REMOVED (TYP.)
EXISTING CURB AND GUTTER TO BE REMOVED FOR STORM SEWER INSTALLATION
REMOVE AND SALVAGE "ONE WAY" SIGN
REMOVE AND SALVAGE "DO NOT ENTER" SIGN
REMOVE AND SALVAGE "NO PARKING" SIGN
REMOVE "NO PARKING" SIGN
EXISTING SIDEWALK TO BE REMOVED
REMOVE AND SALVAGE "HEAD TEACHER PARKING" SIGN
REMOVE AND SALVAGE "NURSE PARKING" SIGN
REMOVE AND SALVAGE "SECRETARY PARKING" SIGN
REMOVE AND SALVAGE "PRINCIPAL PARKING" SIGN
EXISTING MEMORIAL STONE TO REMAIN
EXISTING TREE TO REMAIN
EXISTING CONCRETE PAD TO BE REMOVED FOR SANITARY MANHOLE RECONSTRUCTION
EXISTING ASPHALT PATCH TO BE REMOVED
EXISTING ASPHALT PAVEMENT AND BASE TO BE REMOVED FOR WATERMAIN INSULATION INSTALLATION
SAWCUT AT LIMITS OF PAVEMENT REMOVAL
EXISTING ASPHALT SURFACE COURSE TO BE REMOVED AND REPLACED. GRADE AND SHAPE EXISTING AGGREGATE BASE COURSE
EXISTING TREE TO BE REMOVED (TYP.)
EXISTING BUSH TO BE REMOVED (TYP.)
EXISTING MONUMENT SIGN TO REMAIN
EXISTING LIGHT POLES TO BE REMOVED
REMOVE AND SALVAGE "MAIN ENTRANCE" SIGN
REMOVE AND SALVAGE "ENTER ONLY" SIGN
EXISTING SIDEWALK TO BE REMOVED
EXISTING CURB AND GUTTER TO BE REMOVED (TYP.)
EXISTING ASPHALT SURFACE COURSE TO BE REMOVED AND REPLACED. GRADE AND SHAPE EXISTING AGGREGATE BASE COURSE
REMOVE AND SALVAGE "STOP" SIGN
BM 1
BM 2

LEGEND

- PROPERTY LINE ℄
- SECTION LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- CENTER LINE ℄
- CURB AND GUTTER
- CURB AND GUTTER TO BE REMOVED
- EXISTING ASPHALT AND BASE TO BE REMOVED
- EXISTING ASPHALT SURFACE COURSE TO BE REMOVED. GRADE AND SHAPE EXISTING BASE COURSE
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- O/U OVERHEAD UTILITIES
- G GAS LINE
- FO FIBER OPTIC LINE
- CATV CABLE TELEVISION LINE
- U/T TELEPHONE LINE
- E ELECTRIC LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- X X FENCE
- 750 CONTOUR LINE
- S SANITARY MANHOLE
- CLEANOUT
- STORM MANHOLE | AREA INLET
- INLET SPECIAL
- CURB CATCHBASIN | INLET
- CONCRETE FLARED END SECTION
- VALVE VAULT
- VALVE BOX
- FIRE HYDRANT ASSEMBLY
- M MONITORING WELL
- UTILITY POLE
- GUY WIRE AND ANCHOR
- ET ELECTRIC TRANSFORMER AND PAD
- E ELECTRIC PEDESTAL
- E ELECTRIC METER
- TV CABLE JUNCTION BOX - PAD MOUNTED
- TV CABLE PEDESTAL
- T TELEPHONE JUNCTION VAULT
- T TELEPHONE PEDESTAL
- G GAS METER
- GAS VALVE
- A.D.A. COMPLIANT PARKING
- LUMINAIRE AND POST
- SIGN AND POST
- SIGN AND POST TO BE REMOVED
- AC AIR CONDITIONER
- FP FLAG POLE
- BENCHMARK LOCATION
- DECIDUOUS TREE
- CONIFEROUS TREE
- BUSH
- XX" EXISTING TREE TO BE REMOVED
- M MAILBOX
- TRAFFIC SIGNAL
- HANDHOLE
- YL YARD LIGHT

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

NORTH
0 20 40

EXISTING CONDITIONS AND REMOVALS PLAN - BASE BID

Larson & Darby Group
Architects Engineers Interiors
Rockford Office • 4949 Harrison Ave., Suite 100, P.O.Box 5207 Rockford, IL 61125 Tel (815) 484-0739 Fax (815) 229-9867

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS - 2
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ISSUED FOR: DATE
BIDDING 04-27-26

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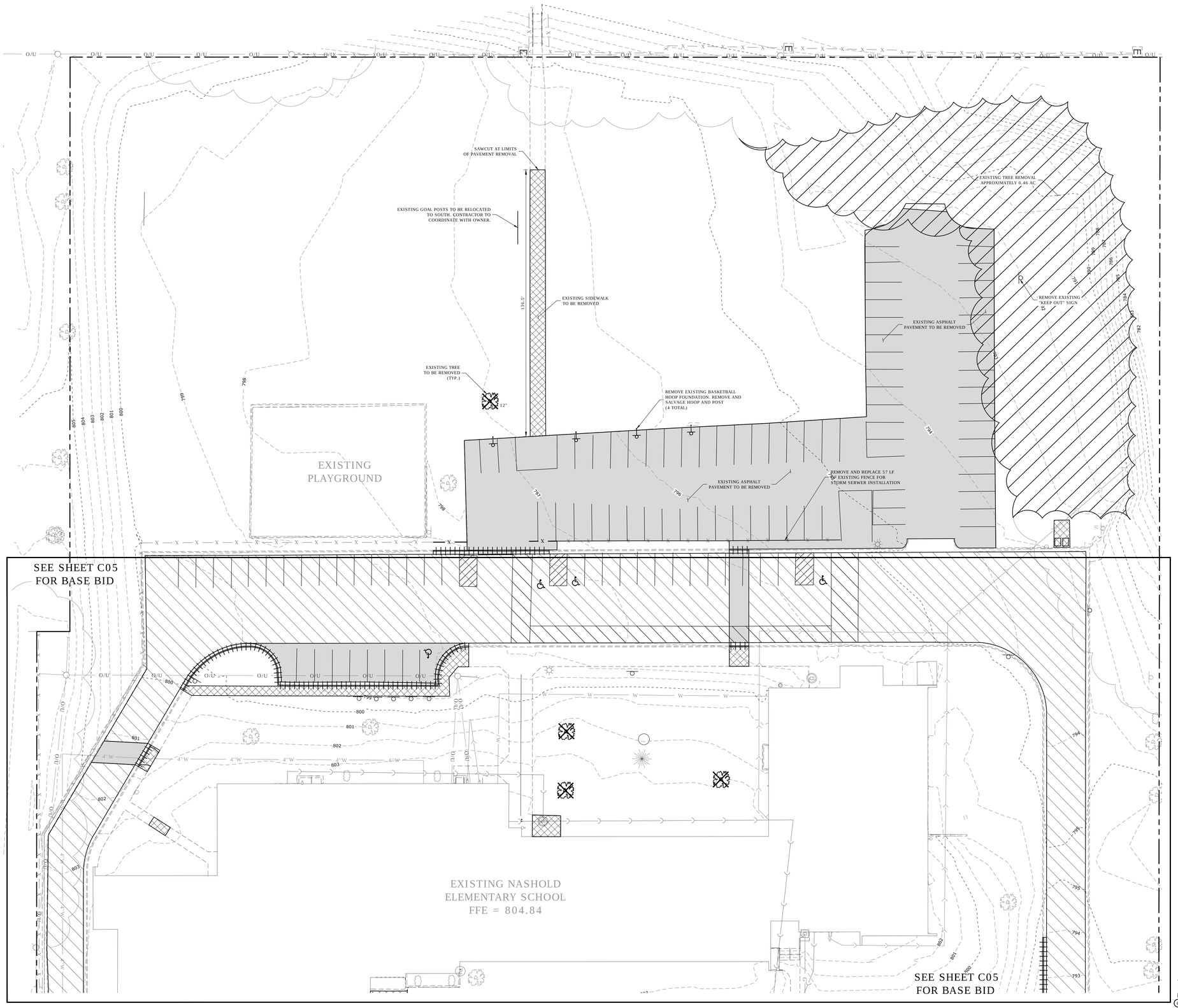
DATE:
PROJECT NUMBER 25112
SHEET NUMBER C05
29



LEGEND

- PROPERTY LINE ℄
- SECTION LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- CENTER LINE ℄
- CURB AND GUTTER
- CURB AND GUTTER TO BE REMOVED
- EXISTING ASPHALT AND BASE TO BE REMOVED
- EXISTING ASPHALT SURFACE COURSE TO BE REMOVED. GRADE AND SHAPE EXISTING BASE COURSE
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- O/U OVERHEAD UTILITIES
- G GAS LINE
- FO FIBER OPTIC LINE
- CATV CABLE TELEVISION LINE
- U/T TELEPHONE LINE
- E ELECTRIC LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- X FENCE
- 750 CONTOUR LINE
- SANITARY MANHOLE
- CLEANOUT
- STORM MANHOLE | AREA INLET
- INLET SPECIAL
- CURB CATCHBASIN | INLET
- CONCRETE FLARED END SECTION
- VALVE VAULT
- VALVE BOX
- FIRE HYDRANT ASSEMBLY
- MONITORING WELL
- UTILITY POLE
- GUY WIRE AND ANCHOR
- ET ELECTRIC TRANSFORMER AND PAD
- E ELECTRIC PEDESTAL
- E ELECTRIC METER
- TV CABLE JUNCTION BOX - PAD MOUNTED
- TV CABLE PEDESTAL
- T TELEPHONE JUNCTION VAULT
- T TELEPHONE PEDESTAL
- G GAS METER
- GAS VALVE
- A.D.A. COMPLIANT PARKING
- LUMINAIRE AND POST
- SIGN AND POST
- SIGN AND POST TO BE REMOVED
- AIR CONDITIONER
- FP FLAG POLE
- BENCHMARK LOCATION
- DECIDUOUS TREE
- CONIFEROUS TREE
- BUSH
- XX" EXISTING TREE TO BE REMOVED
- M MAILBOX
- TRAFFIC SIGNAL
- HANDHOLE
- YL YARD LIGHT

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

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EXISTING CONDITIONS AND REMOVALS PLAN - ALT 1

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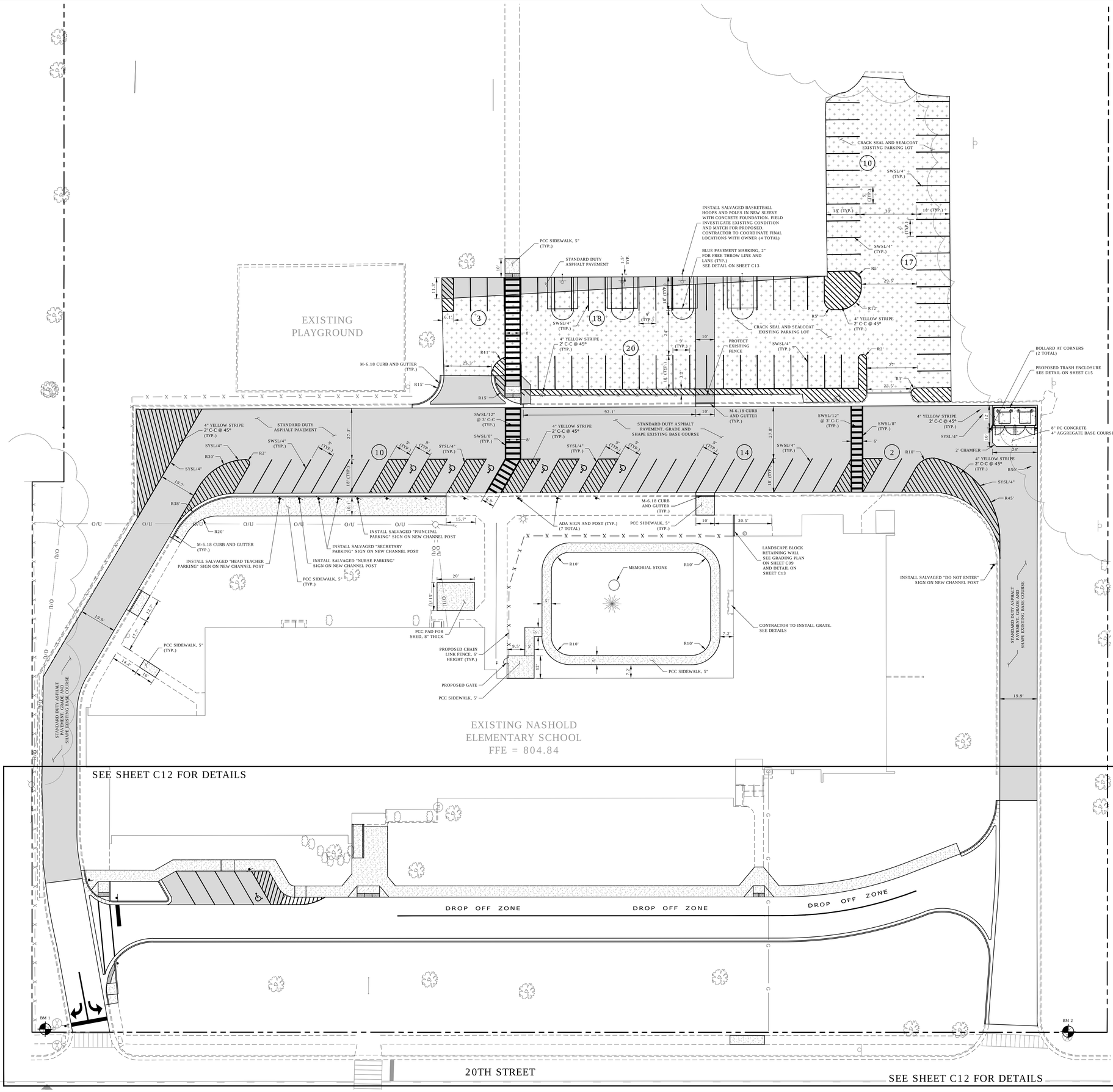
ISSUED FOR:	DATE
BIDDING	04-29-2016

DRAWN	APPROVED
TRF	JSL

DATE:
PROJECT NUMBER 25112
SHEET NUMBER C06



LEGEND

- PROPOSED PROPERTY LINE ℄
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED CENTER LINE ℄
- PROPOSED CURB AND GUTTER
- PROPOSED CURB AND GUTTER (TIPOUT)
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED CRACK SEAL AND SEALCOAT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PAVEMENT MARKING FOR 60° PARKING STALLS
- PROPOSED PAVEMENT MARKING FOR 90° PARKING STALLS
- PROPOSED A.D.A. COMPLIANT PARKING
- XX — PROPOSED NUMBER OF PARKING STALLS PER ROW
- PROPOSED SIGN AND POST
- PROPOSED BOLLARD
- PROPOSED POLE MOUNTED LUMINAIRE
- PROPOSED ORNAMENTAL POST AND LUMINAIRE
- SYSL, 4" — PROPOSED PAVEMENT MARKING, SINGLE YELLOW SOLID LINE, 4" WIDE
- DYSL, 4" — PROPOSED PAVEMENT MARKING, DOUBLE YELLOW SOLID LINE, 4" WIDE
- SWSL, 4" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 4" WIDE
- SWSL, 8" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 8" WIDE
- SWSL, 24" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 24" WIDE

LAYOUT NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING PIPE INVERTS, FLOOR ELEVATIONS, CURB OR PAVEMENT WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
2. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
3. DIMENSIONS THAT LOCATE THE BUILDING ARE MEASURED TO THE OUTSIDE FACE OF THE BUILDING.
4. SIGN CONSTRUCTION AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
5. ALL RADII ARE DIMENSIONED TO THE EDGE OF PAVEMENT.
6. SOME FIELD ADJUSTMENTS MAY BE NECESSARY AT POINTS WHERE PROPOSED PAVEMENT, CURB AND SIDEWALKS MEET EXISTING PAVEMENT, CURB AND SIDEWALKS. REVIEW ANY REQUIRED CHANGES WITH ENGINEER PRIOR TO CONSTRUCTION OF WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARATION, COORDINATION AND OBTAINING APPROVAL OF A TRAFFIC MANAGEMENT PLAN IF CLOSURES OF LANES EXCEED THE CRITERIA ESTABLISHED BY ILDOT.

SITE DATA TABLE

PARKING REQUIRED:	78 SPACES
PARKING PROVIDED:	99 SPACES
REQUIRED A.D.A. PARKING:	4 SPACES
PROVIDED A.D.A. PARKING:	7 SPACES

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

N O R T H (0, 20, 40)

LAYOUT PLAN - BASE BID

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ROCKFORD PUBLIC SCHOOLS 205

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ISSUED FOR: DATE
BIDING 04-29-2016

DRAWN TKF
APPROVED DL

DATE: 04-29-2016
PROJECT NUMBER 25112
SHEET NUMBER C07

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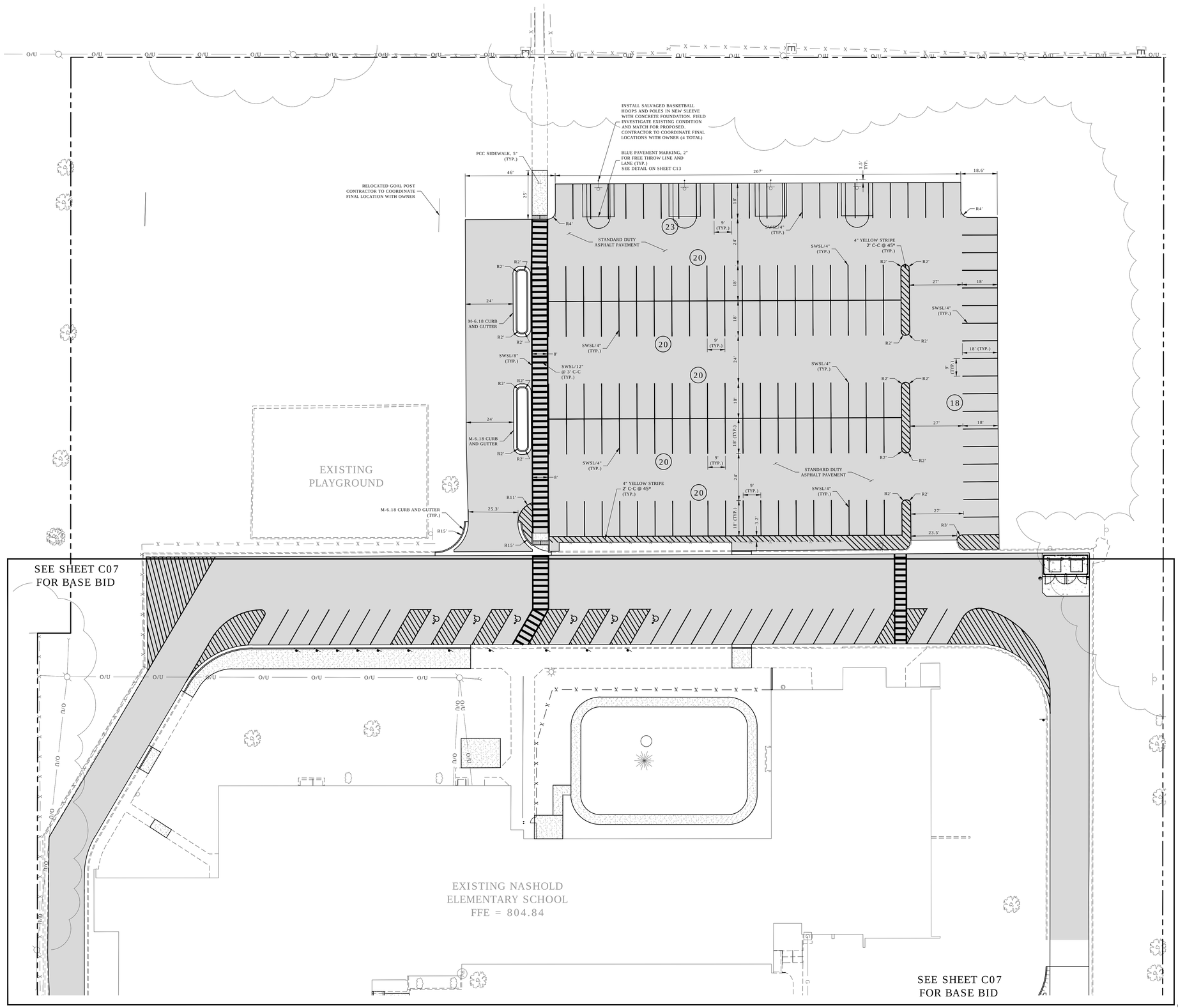

LEGEND

- PROPOSED PROPERTY LINE ℄
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED CENTER LINE ℄
- PROPOSED CURB AND GUTTER
- PROPOSED CURB AND GUTTER (TIPOUT)
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED CRACK SEAL AND SEALCOAT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PAVEMENT MARKING FOR 60° PARKING STALLS
- PROPOSED PAVEMENT MARKING FOR 90° PARKING STALLS
- PROPOSED A.D.A. COMPLIANT PARKING
- XX — PROPOSED NUMBER OF PARKING STALLS PER ROW
- PROPOSED SIGN AND POST
- PROPOSED BOLLARD
- PROPOSED POLE MOUNTED LUMINAIRE
- PROPOSED ORNAMENTAL POST AND LUMINAIRE
- SYSL, 4" — PROPOSED PAVEMENT MARKING, SINGLE YELLOW SOLID LINE, 4" WIDE
- DYSL, 4" — PROPOSED PAVEMENT MARKING, DOUBLE YELLOW SOLID LINE, 4" WIDE
- SWSL, 4" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 4" WIDE
- SWSL, 8" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 8" WIDE
- SWSL, 24" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 24" WIDE

LAYOUT NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING PIPE INVERTS, FLOOR ELEVATIONS, CURB OR PAVEMENT WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
2. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
3. DIMENSIONS THAT LOCATE THE BUILDING ARE MEASURED TO THE OUTSIDE FACE OF THE BUILDING.
4. SIGN CONSTRUCTION AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
5. ALL RADII ARE DIMENSIONED TO THE EDGE OF PAVEMENT.
6. SOME FIELD ADJUSTMENTS MAY BE NECESSARY AT POINTS WHERE PROPOSED PAVEMENT, CURB AND SIDEWALKS MEET EXISTING PAVEMENT, CURB AND SIDEWALKS. REVIEW ANY REQUIRED CHANGES WITH ENGINEER PRIOR TO CONSTRUCTION OF WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARATION, COORDINATION AND OBTAINING APPROVAL OF A TRAFFIC MANAGEMENT PLAN IF CLOSURES OF LANES EXCEED THE CRITERIA ESTABLISHED BY ILDOT.

SITE DATA TABLE

PARKING PROVIDED:	167 SPACES
REQUIRED A.D.A. PARKING:	6 SPACES
PROVIDED A.D.A. PARKING:	6 SPACES

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

LAYOUT PLAN - ALT 1

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Architects Engineers Interiors
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ISSUED FOR: BIDING — DATE 04-29-16 — DRAWN TJF — APPROVED RL

DATE: 04-29-2016
PROJECT NUMBER 25112
SHEET NUMBER C08

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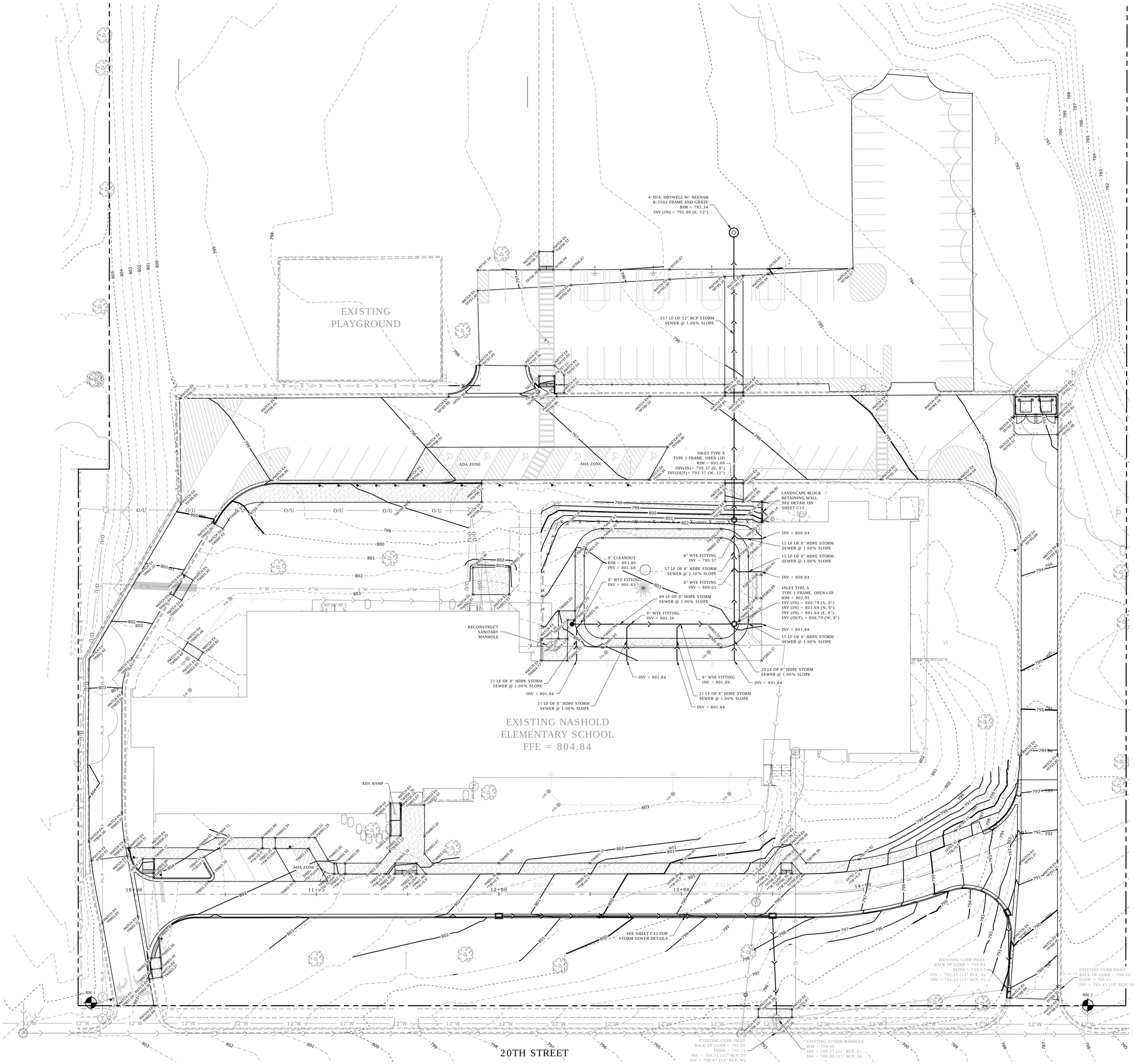

LEGEND

- PROPOSED PROPERTY LINE ℄
- PROPOSED CENTER LINE ℄
- PROPOSED CURB AND GUTTER
- PROPOSED PAVEMENT MARKING FOR 60° PARKING STALLS
- PROPOSED PAVEMENT MARKING FOR 90° PARKING STALLS
- PROPOSED POLE MOUNTED LUMINAIRE
- PROPOSED ORNAMENTAL POST AND LUMINAIRE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- PROPOSED SANITARY RISER
- PROPOSED WATER LINE
- PROPOSED VALVE VAULT
- PROPOSED VALVE BOX
- PROPOSED CURB STOP / BUFFALO BOX
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED ELECTRIC LINE
- PROPOSED UTILITY POLE
- PROPOSED ELECTRIC TRANSFORMER AND PAD
- PROPOSED GAS LINE
- PROPOSED GAS METER
- PROPOSED TELEPHONE LINE
- BENCHMARK LOCATION
- PROPOSED CONTOUR LINE
- PROPOSED STORM SEWER LINE
- PROPOSED GRADE BREAK LINE
- PROPOSED INLET, 2'X3', CURB
- PROPOSED INLET, TYPE A, AREA
- PROPOSED INLET, TYPE B, AREA
- PROPOSED STORM MANHOLE
- PROPOSED STORM SEWER CLEANOUT

GRADING NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING PIPE INVERTS, FLOOR ELEVATIONS CURB OR PAVEMENT WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL OR VERTICAL CONTROL BY REFERENCING SHOWN COORDINATES OR ELEVATIONS TO HORIZONTAL OR VERTICAL CONTROL POINTS PRIOR TO PROCEEDING WITH WORK.
2. ALL UNSURFACED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SEEDED AND WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
3. ALL STORM SEWER PIPE IS TO BE REINFORCED CONCRETE CULVERT PIPE CLASS IV UNLESS OTHERWISE NOTED. WHERE HDPE OR PVC PIPE IS LISTED AS ACCEPTABLE MATERIALS, PVC SDR 35, HDPE DOUBLE WALL (ADS N-12), OR PVC SCHEDULE 40 MAY BE USED AT THE CONTRACTOR'S DISCRETION.
4. THE MAXIMUM SLOPE RATIO ON CUT/FILL SLOPES IS 3 HORIZONTAL TO 1 VERTICAL.
5. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL SET ALL CLEANOUT, MANHOLE AND INLET CASTINGS, FIRE HYDRANTS AND VALVE BOXES TO FINISHED GRADE.
7. ALL PROPOSED PAVED AREAS SHALL BE STRIPPED OF ALL TOPSOIL AND UNSUITABLE MATERIAL AND EXCAVATED OR FILLED TO WITHIN 0.10 FEET OF DESIGN SUBGRADE.
8. THE EARTHWORK CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE AT THE CONCLUSION OF EACH WORKING DAY.

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

N O R T H

GRADING PLAN - BASE BID

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Architects Engineers Interiors
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ISSUED FOR:	DATE
BIDING	04-29-16

DRAWN KS APPROVED RS

DATE: 04-29-2016
PROJECT NUMBER 25112
SHEET NUMBER C09

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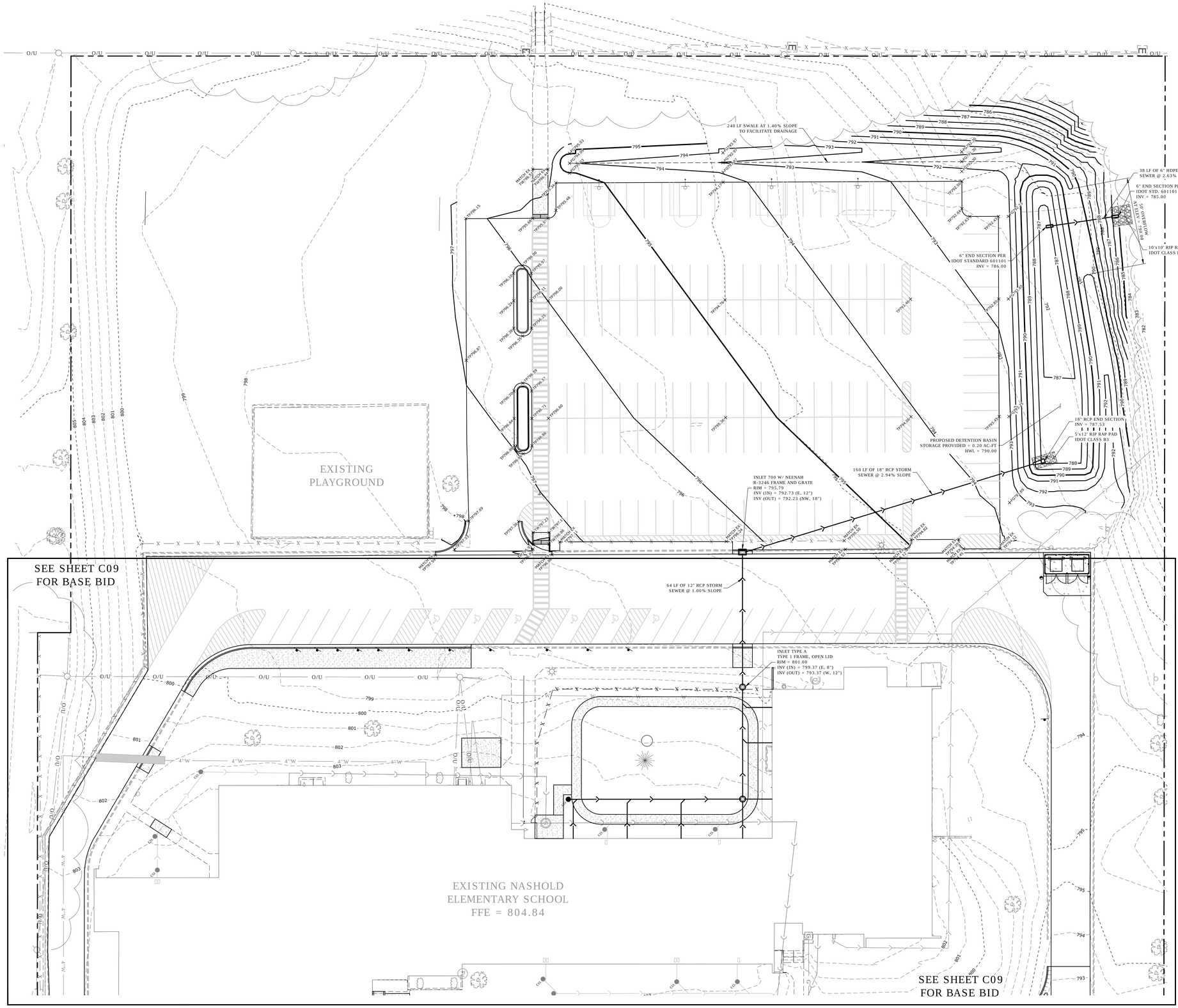

LEGEND

- PROPOSED PROPERTY LINE ℄
- PROPOSED CENTER LINE ℄
- PROPOSED CURB AND GUTTER
- PROPOSED PAVEMENT MARKING FOR 60° PARKING STALLS
- PROPOSED PAVEMENT MARKING FOR 90° PARKING STALLS
- PROPOSED POLE MOUNTED LUMINAIRE
- PROPOSED ORNAMENTAL POST AND LUMINAIRE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- PROPOSED SANITARY RISER
- PROPOSED WATER LINE
- PROPOSED VALVE VAULT
- PROPOSED VALVE BOX
- PROPOSED CURB STOP / BUFFALO BOX
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED ELECTRIC LINE
- PROPOSED UTILITY POLE
- PROPOSED ELECTRIC TRANSFORMER AND PAD
- PROPOSED GAS LINE
- PROPOSED GAS METER
- PROPOSED TELEPHONE LINE
- BENCHMARK LOCATION
- PROPOSED CONTOUR LINE
- PROPOSED STORM SEWER LINE
- PROPOSED GRADE BREAK LINE
- PROPOSED INLET, 2'X3', CURB
- PROPOSED INLET, TYPE A, AREA
- PROPOSED INLET, TYPE B, AREA
- PROPOSED STORM MANHOLE
- PROPOSED STORM SEWER CLEANOUT

GRADING NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING PIPE INVERTS, FLOOR ELEVATIONS CURB OR PAVEMENT WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL OR VERTICAL CONTROL BY REFERENCING SHOWN COORDINATES OR ELEVATIONS TO HORIZONTAL OR VERTICAL CONTROL POINTS PRIOR TO PROCEEDING WITH WORK.
2. ALL UNSURFACED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SEEDED AND WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
3. ALL STORM SEWER PIPE IS TO BE REINFORCED CONCRETE CULVERT PIPE CLASS IV UNLESS OTHERWISE NOTED. WHERE HDPE OR PVC PIPE IS LISTED AS ACCEPTABLE MATERIALS, PVC SDR 35, HDPE DOUBLE WALL (ADS N-12), OR PVC SCHEDULE 40 MAY BE USED AT THE CONTRACTOR'S DISCRETION.
4. THE MAXIMUM SLOPE RATIO ON CUT/FILL SLOPES IS 3 HORIZONTAL TO 1 VERTICAL.
5. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL SET ALL CLEANOUT, MANHOLE AND INLET CASTINGS, FIRE HYDRANTS AND VALVE BOXES TO FINISHED GRADE.
7. ALL PROPOSED PAVED AREAS SHALL BE STRIPPED OF ALL TOPSOIL AND UNSUITABLE MATERIAL AND EXCAVATED OR FILLED TO WITHIN 0.10 FEET OF DESIGN SUBGRADE.
8. THE EARTHWORK CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE AT THE CONCLUSION OF EACH WORKING DAY.

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

N O R T H

GRADING PLAN - ALT 1

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ISSUED FOR: DATE 04-29-16
DRAWN JDS APPROVED JSL

DATE: 04-29-2016
PROJECT NUMBER 25112
SHEET NUMBER C10

ARC DESIGN RESOURCES INC.

LEGEND

- PROPOSED PROPERTY LINE ℄
- PROPOSED CENTER LINE ℄
- PROPOSED CURB AND GUTTER
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY MANHOLE
- CO PROPOSED SANITARY CLEANOUT
- W PROPOSED WATER LINE
- PROPOSED VALVE VAULT
- PROPOSED VALVE BOX
- PROPOSED FIRE HYDRANT ASSEMBLY
- U/E PROPOSED ELECTRIC LINE
- E PROPOSED ELECTRIC TRANSFORMER AND PAD
- G PROPOSED GAS LINE
- G PROPOSED GAS METER
- U/T PROPOSED TELEPHONE LINE
- BENCHMARK LOCATION
- PROPOSED STORM SEWER LINE
- PROPOSED INLET, 2'X3', CURB
- PROPOSED INLET, TYPE A, AREA
- PROPOSED INLET, TYPE B, AREA
- PROPOSED STORM MANHOLE

NOTE: THE CONTRACTOR SHALL BRING SANITARY SEWER INTO THE BUILDING AND STUB UP 3' ABOVE THE FLOOR. THE STUB UP SHALL BE TIGHT TO THE INSIDE WALL. THE CONTRACTOR SHALL BACKFILL WITH COMPACTED FILL AND POUR THE CONCRETE FLOOR. THE CONTRACTOR IS TO COORDINATE THE ENTRY POINTS WITH THE OWNER. ASBESTOS ABATEMENT BY OTHERS. INTERIOR PLUMBING TO PROPOSED SINK LOCATIONS BY OWNER.

EXISTING PLAYGROUND

EXISTING NASHOLD ELEMENTARY SCHOOL FFE = 804.84

EXCAVATE AND EXPOSE TOP OF WATER MAIN. INSTALL (2) LAYERS OF 2" FOAMBOARD INSULATION ON TOP OF MAIN. OVER LAP SEAMS. SEE DETAIL ON SHEET C13.

4" CLEANOUT
RIM = 803.07
INV = 798.95

CONNECT TO EXISTING SANITARY STUB
INV = 798.50± (FIELD VERIFY)

4" WYE FITTING
INV = 798.93

45 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE (INSULATED PIPE)

42 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE (INSULATED PIPE)

4" CLEANOUT
RIM = 803.78
INV = 799.35

4" WYE FITTING
INV = 799.33

INV = 799.56

19 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE (INSULATED PIPE)

PROPOSED SINK LOCATION (TYP.)

4" CLEANOUT
RIM = 804.40
INV = 799.52

ONE BUILDING PENETRATION THROUGH FOOTING WALL. SPLIT TO (2) ROOMS INSIDE BUILDING.

CONNECT TO EXISTING SANITARY SEWER USING RRWRD CUT-IN SERVICE CONNECTION FOR CLAY PIPE
INV = 796.50 ± (FIELD VERIFY)

CONNECT TO EXISTING SANITARY SEWER USING RRWRD CUT-IN SERVICE CONNECTION FOR CLAY PIPE
INV = 796.00 ± (FIELD VERIFY)

EXISTING SANITARY MANHOLE
RIM = 803.81
INV = 797.72 (S, 6" CLAY)
INV = 797.00 (W, 6" CLAY)
INV = 796.91 (N, 8" CLAY)
RECONSTRUCT TO PROPOSED GRADE
RIM = 804.46

4" CLEANOUT
RIM = 803.72
INV = 796.55

INV = 796.59

5 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

6 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

4" CLEANOUT
RIM = 803.36
INV = 796.05

INV = 796.09

5 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

6 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

9 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE (TYP.)

4" CLEANOUT
RIM = 803.53
INV = 799.77

PROPOSED SINK LOCATION (TYP.)

INV = 799.84

69 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

4" WYE FITTING
INV = 799.75

11 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

4" WYE FITTING
INV = 799.66

4" CLEANOUT
RIM = 803.53
INV = 799.68

INV = 799.84

4" CLEANOUT
RIM = 803.46
INV (IN) = 799.75
INV (OUT) = 799.08

9 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

4" WYE FITTING
INV = 798.99

31 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

16 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

INV = 799.84

4" CLEANOUT
RIM = 803.40
INV (IN)= 799.75
INV (OUT) = 798.77

9 LF OF 4" SCH. 40 PVC SAN. SWR. AT 1.00% SLOPE

4" WYE FITTING
INV = 798.68

4" WYE FITTING
INV = 798.57

CONNECT TO EXISTING SANITARY SEWER USING RRWRD CUT-IN SERVICE CONNECTION FOR CLAY PIPE
INV = 789.00 ± (FIELD VERIFY)

EXISTING SANITARY MANHOLE
128-084
RIM = 798.90
INV = 788.69 (NW, 4" CLAY)
INV = 788.51 (W, 6" CLAY)
INV = 788.31 (E, 6" CLAY)
RECONSTRUCT TO PROPOSED GRADE
RIM = 798.16

4' DIA. SAMPLING MANHOLE OVER EXISTING SANITARY SEWER PER RRWRD REQUIREMENTS
RIM = 795.63
INV (IN) = 785.44 (W, 6" CLAY)
INV (OUT) = 785.14 (E, 6" CLAY)

EXISTING SANITARY MANHOLE
128-083
RIM = 793.23
INV = 784.19 (W, 6" CLAY)
INV = 783.64 (S, 8" CLAY)
INV = 783.57 (N, 8" CLAY)
BENCH = 784.03

DROP OFF ZONE

DROP OFF ZONE

DROP OFF ZONE

BM 1

BM 2

20TH STREET

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

NORTH

0 20 40

UTILITY PLAN

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PROJECT NUMBER 25112
SHEET NUMBER C11

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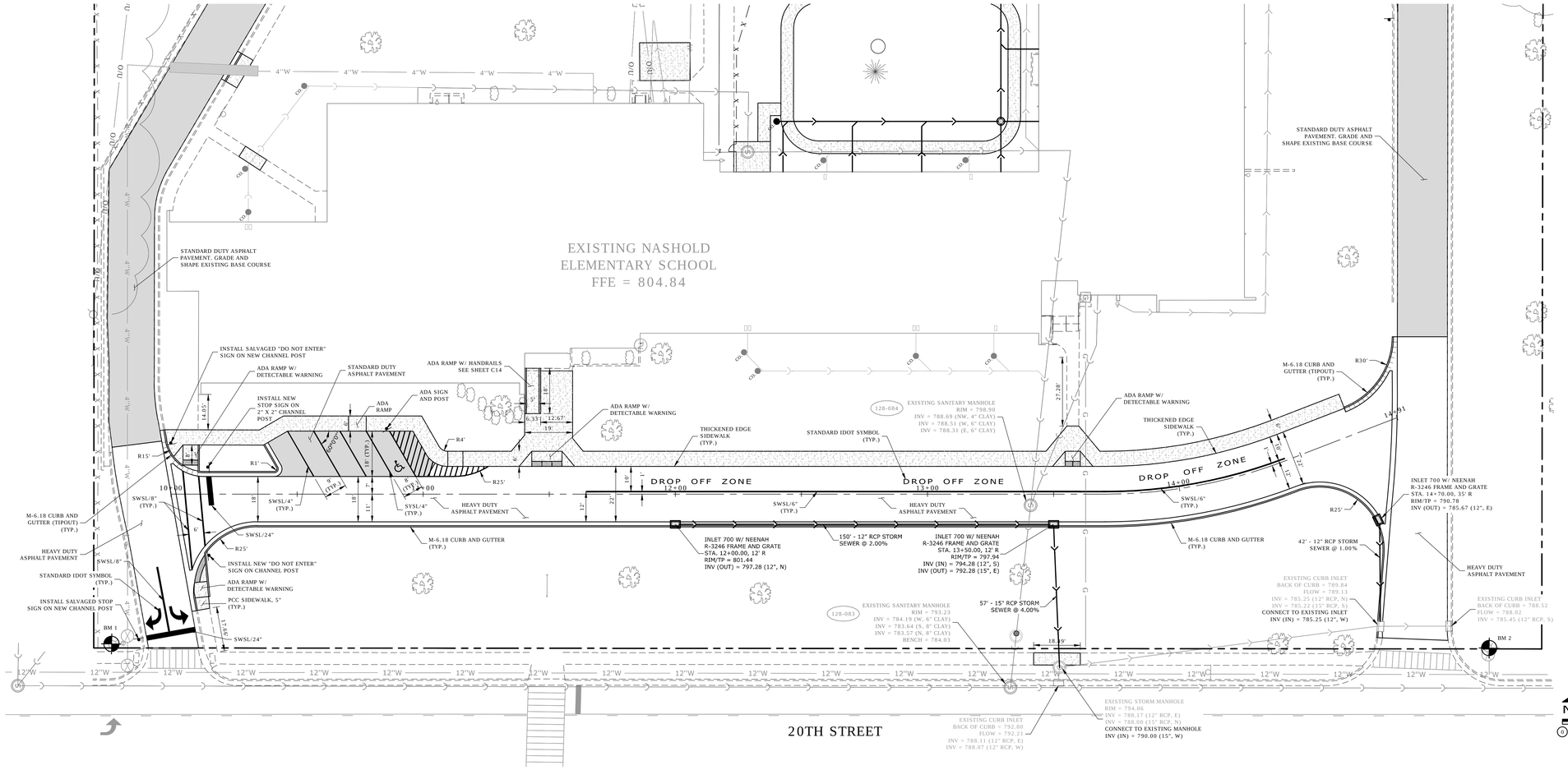
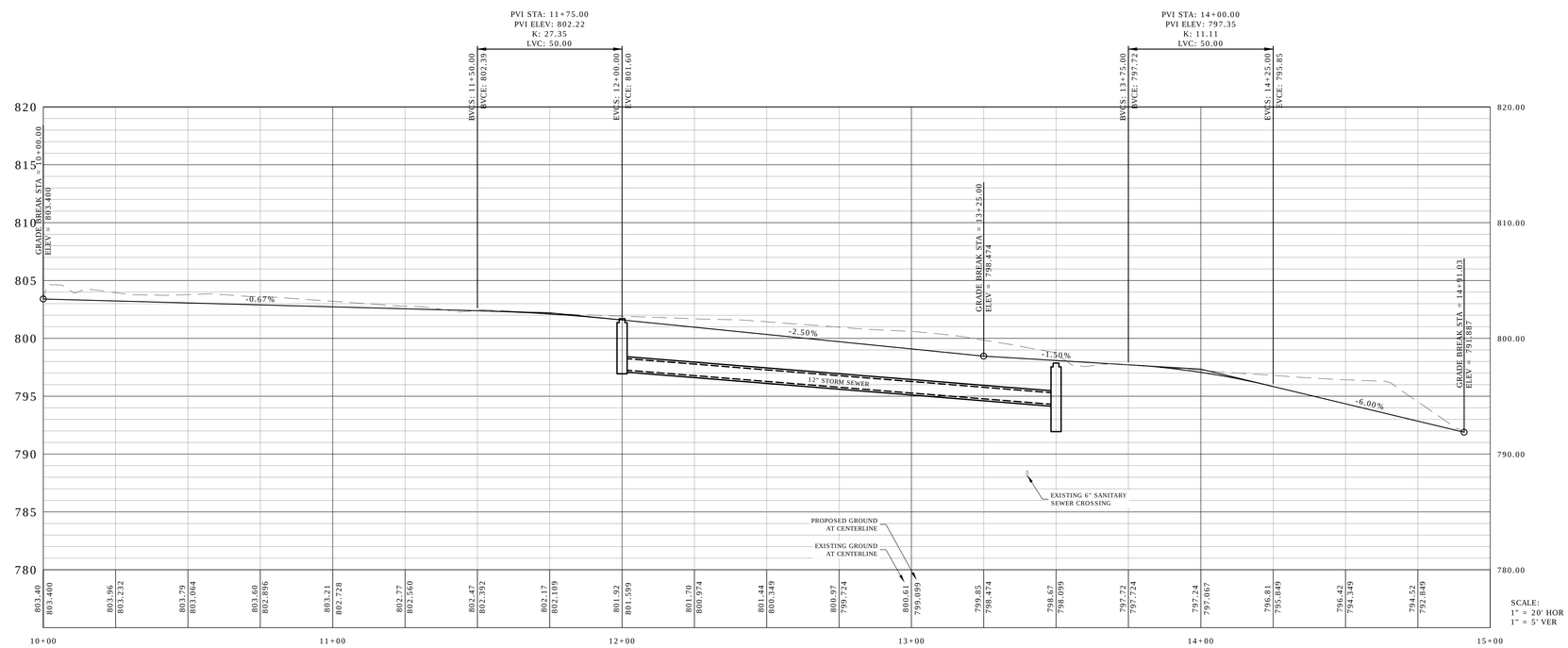


LEGEND

- PROPOSED PROPERTY LINE ℄
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED CENTER LINE ℄
- PROPOSED CURB AND GUTTER
- PROPOSED CURB AND GUTTER (TIPOUT)
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PAVEMENT MARKING FOR 60° PARKING STALLS
- PROPOSED PAVEMENT MARKING FOR 90° PARKING STALLS
- PROPOSED A.D.A. COMPLIANT PARKING
- XX — PROPOSED NUMBER OF PARKING STALLS PER ROW
- PROPOSED SIGN AND POST
- PROPOSED BOLLARD
- PROPOSED POLE MOUNTED LUMINAIRE
- PROPOSED ORNAMENTAL POST AND LUMINAIRE
- SYSL, 4" — PROPOSED PAVEMENT MARKING, SINGLE YELLOW SOLID LINE, 4" WIDE
- DYSL, 4" — PROPOSED PAVEMENT MARKING, DOUBLE YELLOW SOLID LINE, 4" WIDE
- SWSL, 4" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 4" WIDE
- SWSL, 6" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 6" WIDE
- SWSL, 8" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 8" WIDE
- SWSL, 12" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 12" WIDE
- SWSL, 24" — PROPOSED PAVEMENT MARKING, SINGLE WHITE SOLID LINE, 24" WIDE



SCALE:
1" = 20' HOR
1" = 5' VER

BENCHMARKS

DESCRIPTION	ELEVATION (WinGIS)
BENCHMARK 1 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 25' SOUTH OF SOUTHERN DRIVEWAY	806.04
BENCHMARK 2 TOP ARROW BOLT ON FIRE HYDRANT LOCATED APPROX. 35' WEST OF 20TH STREET AND 30' NORTH OF NORTHERN DRIVEWAY	789.63

DRIVEWAY PLAN AND PROFILE STA. 10+00 - 15+00

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PROJECT NUMBER 25112
SHEET NUMBER C12

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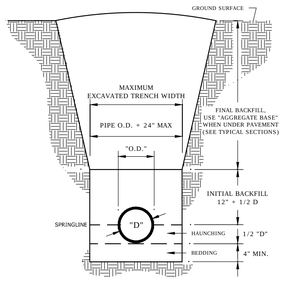
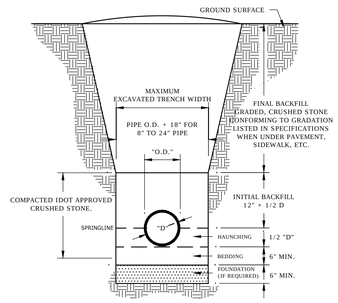
PIPE EMBEDMENT DETAIL

NOT TO SCALE



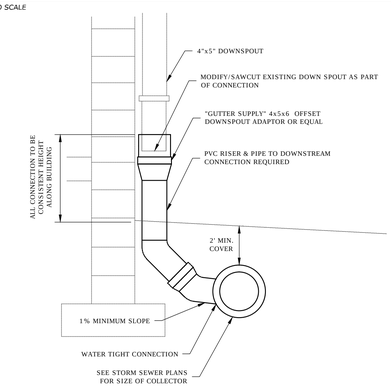
PVC PIPE EMBEDMENT DETAIL

NOT TO SCALE



DOWNSPOUT COLLECTOR

NOT TO SCALE



NOTES:

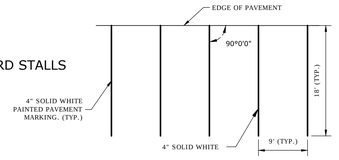
1) A WATERTIGHT CONNECTION SHALL BE MAINTAINED WITH ANY TRANSITION FROM SCHEDULE 40 PVC PIPE TO ANY OTHER PIPE TYPE.

PAINT EXPOSED PVC PIPES. COLOR TO MATCH DOWNSPOUT COLOR.

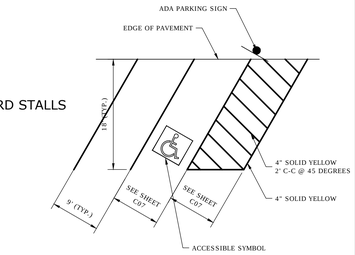
TYPICAL 90 DEGREE PARKING STRIPING DETAILS

NOT TO SCALE

90° STANDARD STALLS

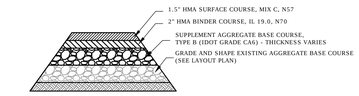


60° STANDARD STALLS

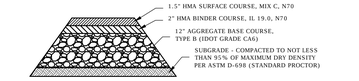


PAVEMENT DETAILS

NOT TO SCALE

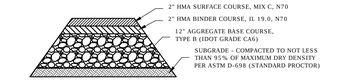


STANDARD ASPHALT PAVEMENT (SURFACE REPLACEMENT)



STANDARD ASPHALT PAVEMENT (FULL DEPTH)

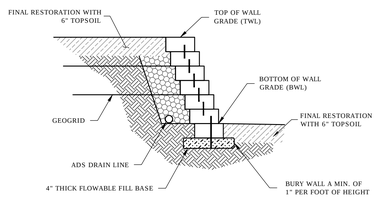
HEAVY ASPHALT PAVEMENT (SURFACE REPLACEMENT)



HEAVY ASPHALT PAVEMENT (FULL DEPTH)

LANDSCAPE BLOCK RETAINING WALL

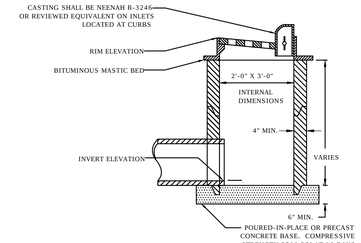
NOT TO SCALE



NOTE:
BLOCK SUPPLIER TO PROVIDE WALL DESIGN AND STAMPED DRAWINGS SEE SPECIFICATIONS

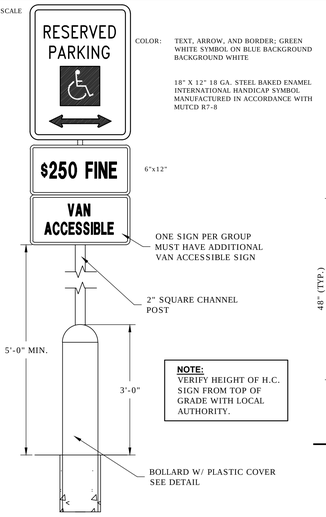
INLET 700 (ALT 1)

NOT TO SCALE



ACCESSIBLE PARKING SIGN DETAIL

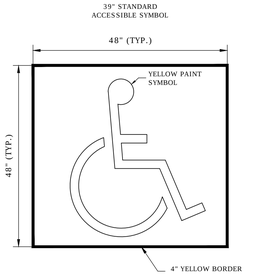
NOT TO SCALE



COLOR: TEXT, ARROW, AND BORDER; GREEN
WHITE SYMBOL ON BLUE BACKGROUND
BACKGROUND WHITE

18" X 12" 18 GA. STEEL BAKED ENAMEL INTERNATIONAL HANDICAP SYMBOL MANUFACTURED IN ACCORDANCE WITH MUTCD R7-8

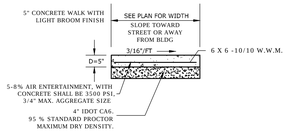
NOTE:
VERIFY HEIGHT OF H.C. SIGN FROM TOP OF GRADE WITH LOCAL AUTHORITY.



ACCESSIBLE SYMBOL

CONCRETE SIDEWALK DETAILS

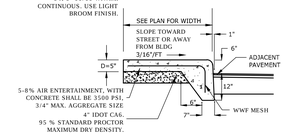
STANDARD SIDEWALK



NOTES:

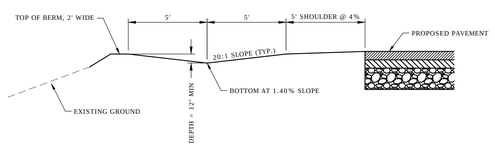
1. SEE ARCHITECT SPECIFICATIONS FOR CONCRETE MIXTURE DETAILS
2. TOOLED JOINTS SHALL BE ¼ D AT 4' CENTERS.
3. EXPANSION JOINTS SHALL BE 3/4" BITUMINOUS IMPREGNATED FIBERBOARD AT 40' CENTERS.

THICKENED EDGE SIDEWALK



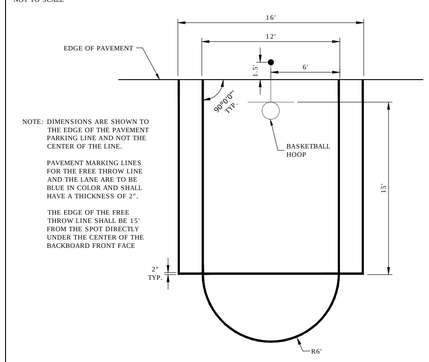
SWALE SECTION AT PARKING LOT (ALT 1)

NOT TO SCALE



BASKETBALL HOOP PAVEMENT MARKING

NOT TO SCALE



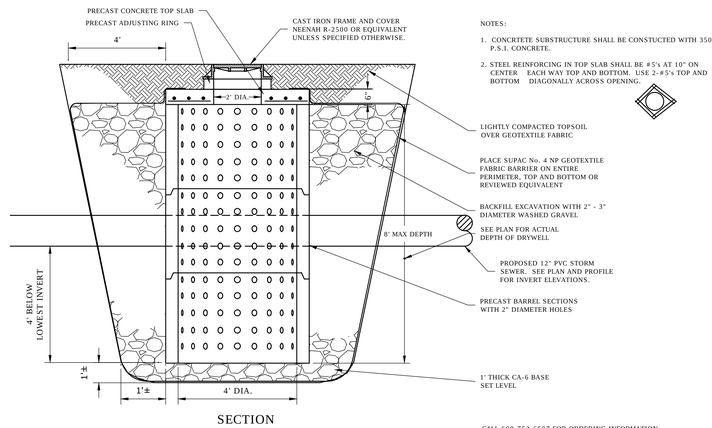
NOTE: DIMENSIONS ARE SHOWN TO THE EDGE OF THE PAVEMENT PARKING LINE AND NOT THE CENTER OF THE LINE.

PAVEMENT MARKING LINES FOR THE FREE THROW LINE AND THE LANE ARE TO BE BLUE IN COLOR AND SHALL HAVE A THICKNESS OF 2".

THE EDGE OF THE FREE THROW LINE SHALL BE 15' FROM THE SPOT DIRECTLY UNDER THE CENTER OF THE BACKBOARD FRONT FACE

PRECAST CONCRETE DRYWELL

NOT TO SCALE



SECTION

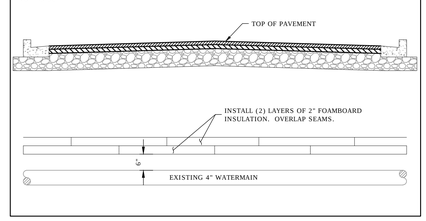
NOTES:

1. CONCRTETE SUBSTRUCTURE SHALL BE CONSTUCTED WITH 3500 P.S.I. CONCRETE.
2. STEEL REINFORCING IN TOP SLAB SHALL BE #5's AT 10" ON CENTER EACH WAY TOP AND BOTTOM. USE 2-#5's TOP AND BOTTOM DIAGONALLY ACROSS OPENING.

CALL 608-752-6507 FOR ORDERING INFORMATION

WATERMAIN INSULATION DETAIL

NOT TO SCALE



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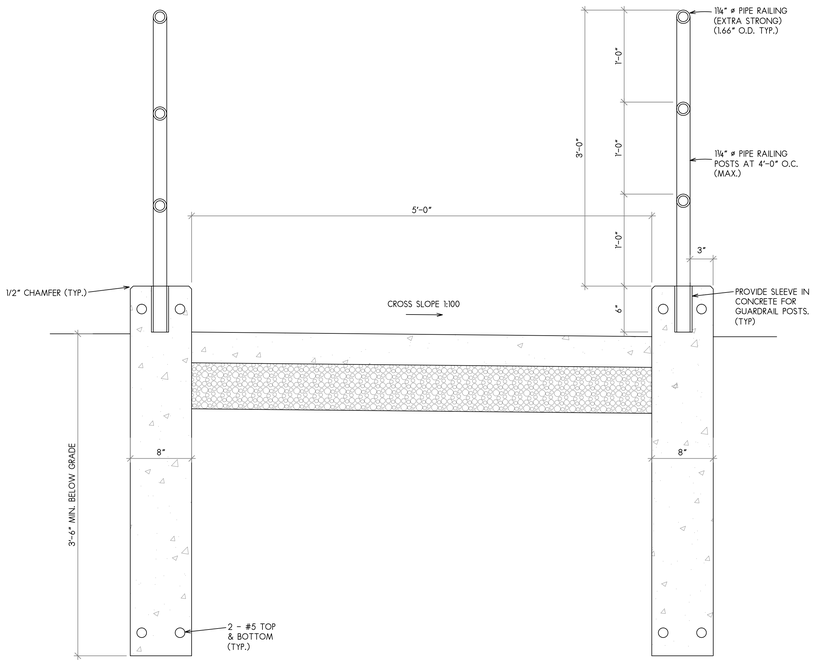
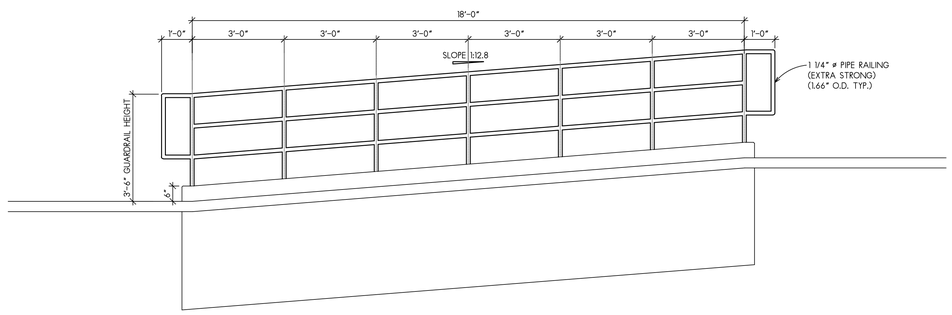
DATE:
PROJECT NUMBER 25112
SHEET NUMBER C13

DETAILS

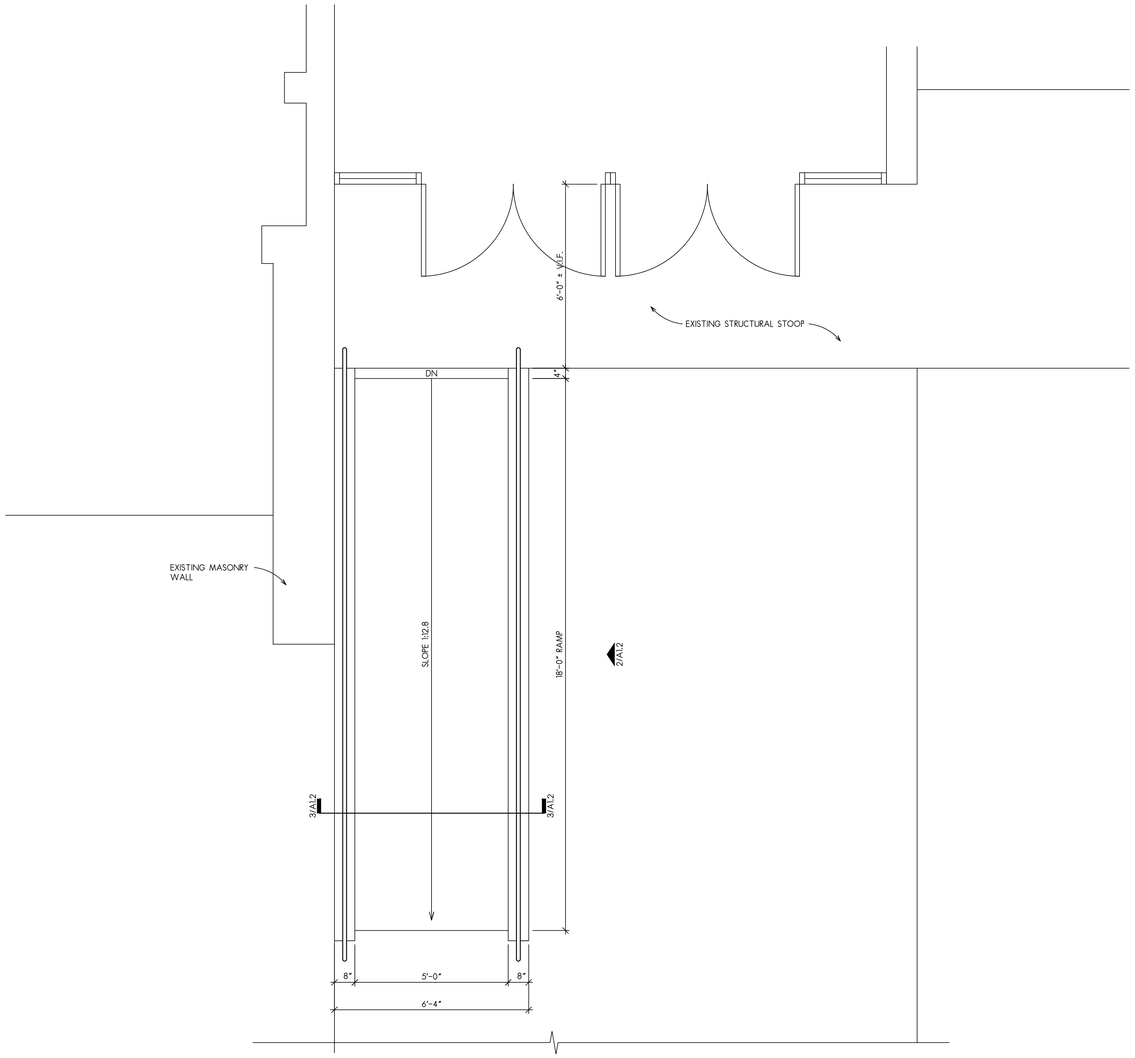


3 SECTION DETAIL
SCALE: 1½" = 1'-0"



2 RAILING ELEVATION
SCALE: 1/2" = 1'-0"

NOTE:
ALL EXPOSED STEEL TO BE ARCHITECTURAL GRADE.
GRIND ALL WELDS SMOOTH



1 PARTIAL PLAN AT ENTRY RAMP
SCALE: 1/2" = 1'-0"

ARC DESIGN RESOURCES INC.

DETAILS - RAMP

Larson & Darby Group
Architects Engineers Interiors
Rockford Office - 4949 Harrison Ave., Suite 100, P.O.Box 5207 Rockford, IL 61125 Tel (815) 484-0739 Fax (815) 229-9867

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS - ROCKFORD IL
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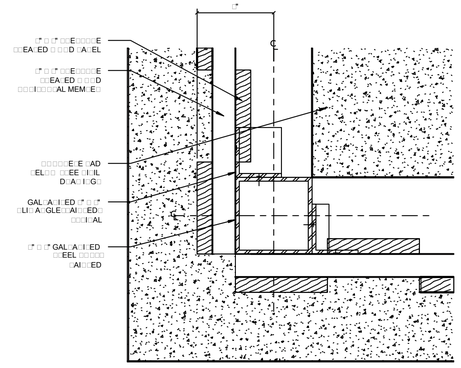
DATE:
PROJECT NUMBER 25112
SHEET NUMBER C14



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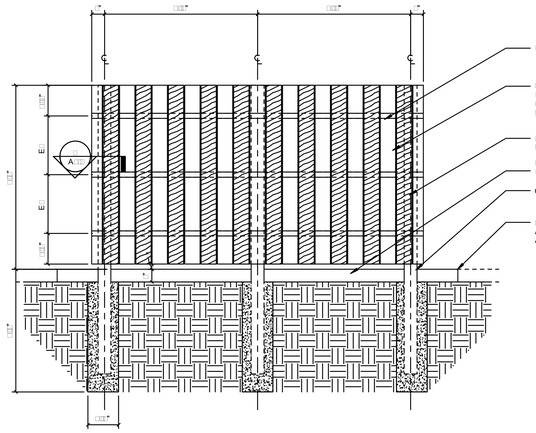

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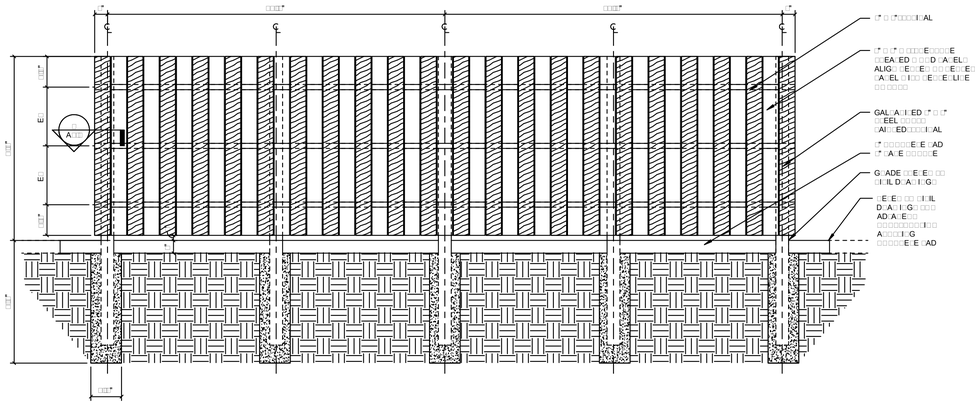

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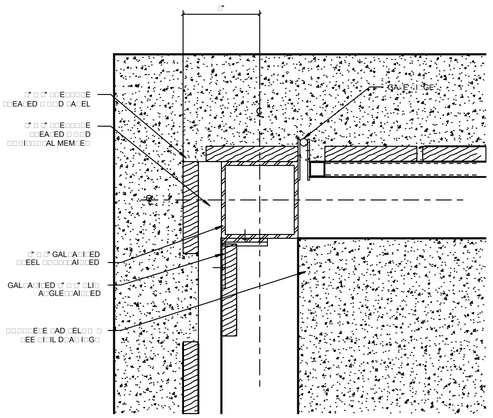

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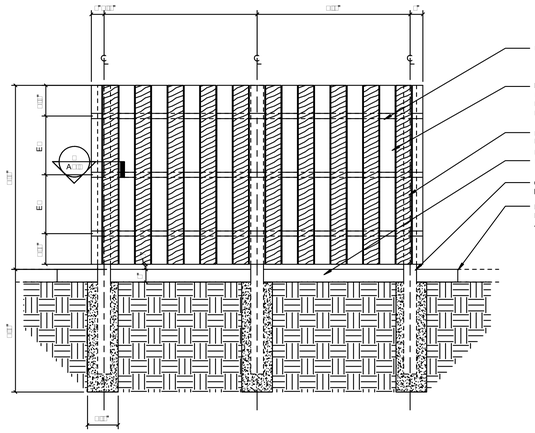

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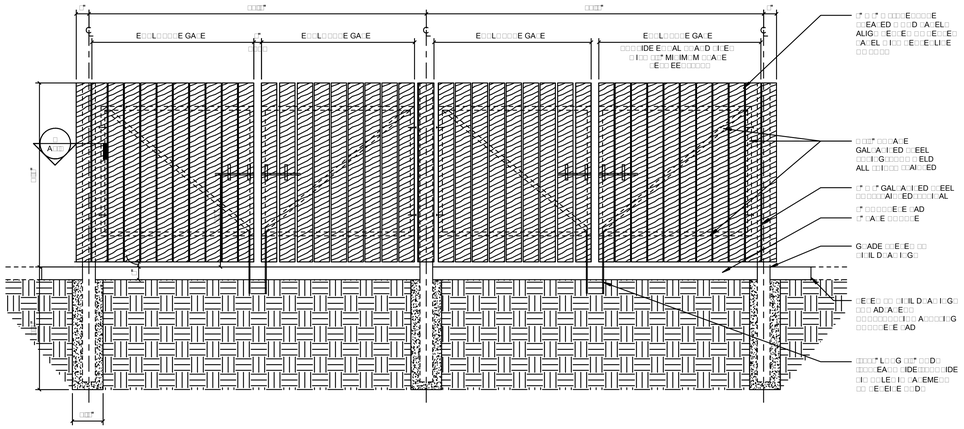

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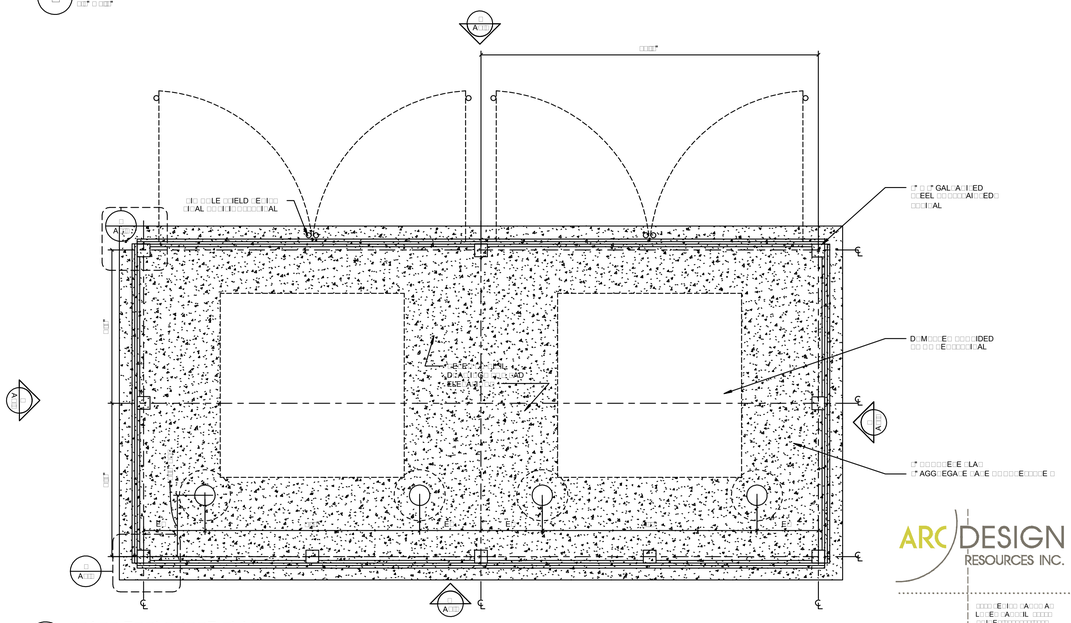

A E L E LA

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DETAILS - TRASH ENCLOSURE

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DATE:
PROJECT NUMBER 25112
SHEET NUMBER C15

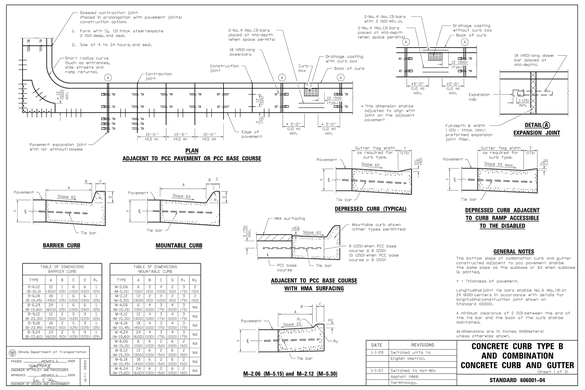


TABLE OF DIMENSIONS BARRIER CURB					
TYPE	A	B	C	R_1	R_2
B-6.12	12	1	6	6	3
B-6.18	18	1	6	6	3
B-6.24	24	1	6	6	3
M-6.06	6	3	4	3	3
M-6.12	12	3	4	3	3
M-6.18	18	3	4	3	3
M-6.24	24	3	4	3	3
M-6.30	30	3	4	3	3
M-6.36	36	3	4	3	3
S-6.06	6	4	3	3	3
S-6.12	12	4	3	3	3
S-6.18	18	4	3	3	3
S-6.24	24	4	3	3	3
S-6.30	30	4	3	3	3
S-6.36	36	4	3	3	3

TABLE OF DIMENSIONS MOUNTABLE CURB					
TYPE	A	B	C	R_1	R_2
M-6.06	6	3	4	3	3
M-6.12	12	3	4	3	3
M-6.18	18	3	4	3	3
M-6.24	24	3	4	3	3
M-6.30	30	3	4	3	3
M-6.36	36	3	4	3	3
S-6.06	6	4	3	3	3
S-6.12	12	4	3	3	3
S-6.18	18	4	3	3	3
S-6.24	24	4	3	3	3
S-6.30	30	4	3	3	3
S-6.36	36	4	3	3	3

GENERAL NOTES

The bottom slope of combination curb and gutter shall be the same slope as the gutter and shall be the same slope as the subbase or B1 when subbase is omitted.

T = Thickness of pavement.

Longitudinal joint tie bars shall be No.6 (No.19) at 24 (600) centers in accordance with details for longitudinal construction joint shown in Standard 420001.

A minimum clearance of 2 (50) between the end of the dowel bar and the face of the curb shall be maintained.

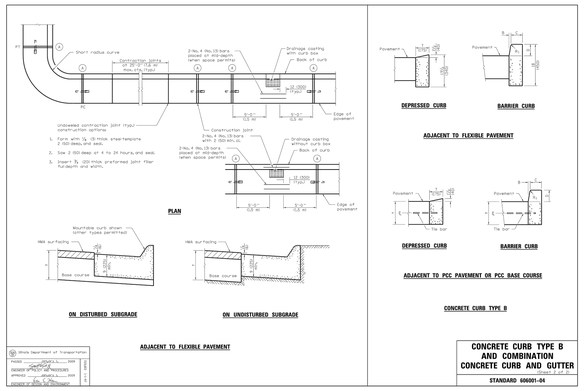
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-10	Switched to roll-ins. Added HMA hardwedges.

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 1 of 2)

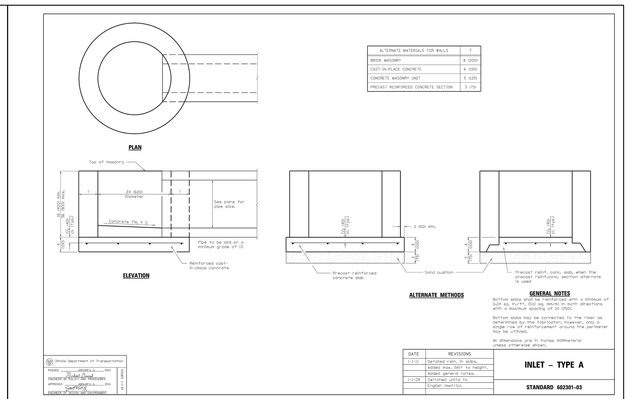
STANDARD 606001-04



CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 2 of 2)

STANDARD 606001-04



ALTERNATE MATERIALS FOR WALLS	T
BRICK MASONRY	8 (200)
CAST-IN-PLACE CONCRETE	6 (150)
CONCRETE MASONRY UNIT	8 (225)
PRECAST REINFORCED CONCRETE SECTION	3 (75)

GENERAL NOTES

Bottom slabs shall be monolithic with a minimum of 3,5# sq. ft./ft. (150 sq. mm/m) in both directions with a minimum spacing of 12 (300).

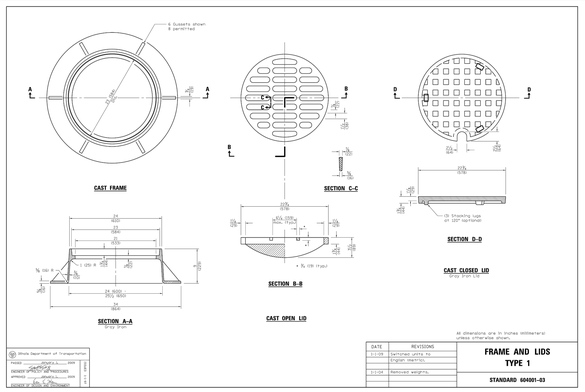
Bottom slabs may be corrected to the riser as determined by the fabricator; however, only a single thickness of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-07	Detailed rein. in slabs. Added min. rein. text to height.
1-1-08	Added general notes.
1-1-09	Switched units to English (metric).

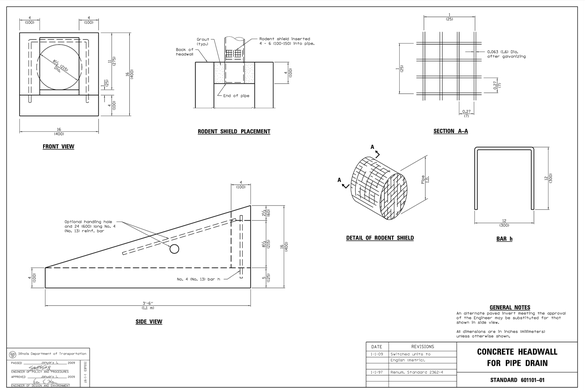
INLET – TYPE A

STANDARD 602301-03



FRAME AND LIDS TYPE 1

STANDARD 604001-03



GENERAL NOTES

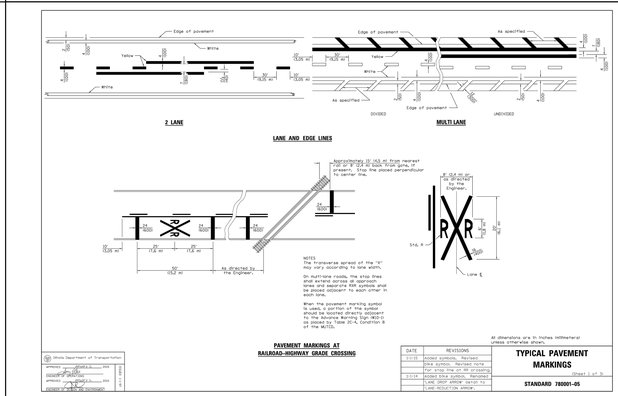
An alternate pipeto that meeting the approval of the Engineer may be substituted for that shown in side view.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-05	Switched units to English (metric).
1-1-97	Return, transport 2762-4

CONCRETE HEADWALL FOR PIPE DRAIN

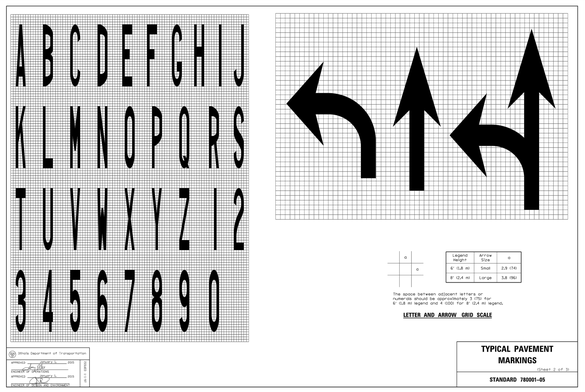
STANDARD 601101-01



TYPICAL PAVEMENT MARKINGS

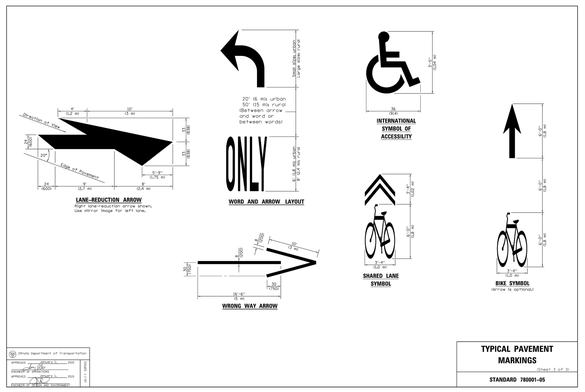
(Sheet 1 of 3)

STANDARD 780001-05



TYPICAL PAVEMENT MARKINGS

STANDARD 780001-05



TYPICAL PAVEMENT MARKINGS

STANDARD 780001-05

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PROJECT NUMBER 25112
SHEET NUMBER C16

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IDOT DETAILS

CONTRACTOR SHALL USE REASONABLE CARE WHILE BACKFILLING OVER THE SEWER. NO MATERIALS SUCH AS ROCKS OR BOULDERS SHALL BE ALLOWED DIRECTLY ON THE SEWER PIPE UNLESS A MIN. OF 24" OF SELECT OR GRANULAR BACKFILL HAS BEEN PLACED ABOVE THE CROWN OF THE PIPE. IN TRENCHES NOT REQUIRING SELECT TRENCH BACKFILL, NO EXCAVATED MATERIAL LARGER THAN EIGHT INCHES (8") IN ANY DIMENSION, SHALL BE USED IN THE BACKFILL.

RIGID PIPE BEDDING DETAIL

* HAUNCHING TO BE WELL-TAMPED ALONG PIPE TO INSURE VOIDS ARE ELIMINATED.

** ANY TRENCH WIDTHS EXCEEDING MAX. TRENCH WIDTH, SHALL BE BACKFILLED WITH MATERIALS AND METHODS SHOWN FOR THE ENTIRE WIDTH FOR NO ADDITIONAL COMPENSATION.

FLEXIBLE PIPE BEDDING DETAIL

SERVICE CONNECTION DETAIL

FOR CONNECTION TO 18" DIA. OR LARGER PIPE

FOR PVC CARRIER PIPE, SPACING OF SPACERS TO BE AS SHOWN OR BY MANUFACTURERS REQUIRED WRITTEN RECOMMENDATIONS, WHICHEVER IS MORE RESTRICTIVE.

FOR NON- PVC CARRIER PIPE, LONGER SPACING SHALL BE ALLOWED IF BY MANUFACTURER'S RECOMMENDATION. OTHER PARTS OF DETAIL STILL APPLY.

CASING AND SPACER DETAIL

FOR PVC CARRIER PIPE

NOTES:

MANHOLE FRAME AND LID SHALL BE NEENAH R-1670 OR EAST JORDAN E-1117 NON-ROCKING-SELF-SEALING LID.

LID SHALL HAVE 2" HIGH "SANITARY" LETTERING AND A CONCEALED PICK HOLE.

ALL ADJUSTMENT RING JOINTS SHALL BE SEALED WITH (2) 1" BEADS OF APPROVED MATERIAL (E-Z STIK, KENT SEAL), INCLUDING CAST IRON FRAME TO CONCRETE MANHOLE STRUCTURE.

2' CONCRETE RINGS ALLOWED ONLY IN THE CITY OF ROCKFORD
ALL OTHER 2' RINGS MUST BE R.R.W.R.D. APPROVED (GNR TECHNOLOGIES, EAST JORDAN IRON WORKS) RUBBER ADJUSTMENT RISER.

ONLY (1) – 2" ADJUSTMENT RING PER MANHOLE. A MAXIMUM OF 12"; MINIMUM OF 4" (NOT REQUIRED IN TURF OR CURB & GUTTER ROADWAY).

R.R.W.R.D. APPROVED EXTERNAL MANHOLE BARREL SECTION JOINT SEAL.

NOTES:

WHEN A CASTING REQUIRES PITCHING, A MINIMUM OF (3) THREE SHIMS (PLASTIC OR METAL) EQUALLY SPACED TO PREVENT ROCKING, SHALL BE INSTALLED BETWEEN THE CASTING AND THE MASONRY.

HYDRAULIC CEMENT SHALL BE PLACED TO FILL THE ENTIRE OUTSIDE SPACE BETWEEN THE CASTING & MASONRY.

PRE-CAST FLAT TOPS WILL NOT BE PERMITTED ON 4' OR 5' DIAMETER R.R.W.R.D. MANHOLES.

IF ABOVE REQUIREMENTS CANNOT BE MET, NEW BARREL SECTIONS OR CORBELS WILL BE REQUIRED.

SANITARY MANHOLE ADJUSTMENT DETAIL

FOR NEW AND EXISTING

CUT-IN SERVICE CONNECTION DETAIL
(CLAY PIPE)
PROFILE VIEW

SEE STANDARD SERVICE & SERVICE CLEANOUT RISER DETAIL

NOTE: THIS CONNECTION WILL REQUIRE DEFLECTION TESTING ON MAINLINE A MINIMUM OF 30 DAYS AFTER BACKFILLING IS COMPLETE.

CUT-IN SERVICE CONNECTION DETAIL
(PVC PIPE)
PLAN VIEW

SEE STANDARD SERVICE & SERVICE CLEANOUT RISER DETAIL

NOTE: COMPACTION OF BEDDING AND BACKFILL MATERIALS SHALL BE CAREFULLY PERFORMED TO COMPLY WITH R.R.W.R.D. STANDARDS.

VERTICAL RISER DETAIL

INSIDE DROP
MANHOLE DETAIL

(STANDARD MANHOLE DETAIL and NOTES SHALL APPLY)

DROP BOWL DETAIL

DROP BOWL STANDARDS	
LATERAL PIPE SIZE	MINIMUM DIAMETER DOWN PIPE SIZE
6" DIA.	4"
8" DIA.	6"
10" DIA.	8"
>10" DIA.	*

*PER MANUFACTURERS RECOMMENDATIONS OR AS DIRECTED BY RRWRD

NOTES:

1. ALL INSIDE DROP CONNECTIONS FOR SERVICES AND COLLECTOR SEWERS SHALL USE THE DROP AS PRODUCED BY: RELINER-DURAN INC., OR EQUAL.

   RELINER-DURAN, INC.
   53 MT. ARCHER RD.
   LYME, CT 03671
   PH. (860) 434-0277
   FAX: (860) 434-3195

2. SEE TABLE ABOVE FOR DROP CONNECTION PIPE AND FITTING SIZE.
3. ALL INSIDE DROP PIPING SHALL BE PVC SDR 35 ASTM D-3034
4. ATTACH THE ROUND BACK DROP BOWL & EACH CLAMPING BRACKET TO THE MANHOLE WALL WITH 3/8" X 1" (MIN.) STAINLESS STEEL BOLTS & EPOXY IMPREGNATED LUGS PER MANUFACTURERS RECOMMENDATION
5. ALLOW 1" CLEARANCE BETWEEN PIPE AND BOWL.
6. CUT A 1" "V" NOTCH IN THE BOTTOM OF THE INLET PIPE.

MANHOLE FRAME AND LID SHALL BE NEENAH R-1670 OR EAST JORDAN E-1117 NON-ROCKING-SELF-SEALING LID.

LID SHALL HAVE 2" HIGH "SANITARY" LETTERING AND A CONCEALED PICK HOLE.

R.R.W.R.D. APPROVED EXTERNAL MANHOLE BARREL SECTION JOINT SEAL.

NOTES:

1. THE MAXIMUM DROP FROM THE INVERT OF ANY PIPE IN A MANHOLE TO THE POURED CHANNEL UNDER THAT PIPE SHALL BE 8".
2. MANHOLES LOCATED OUTSIDE PUBLIC RIGHT-OF-WAY MUST BE MARKED WITH A METAL FENCE POST
3. ALL NEW MANHOLES SHALL BE VACUUM TESTED PER A.S.T.M. C-1244 PRIOR TO PLACING INTO SERVICE. EXISTING MANHOLES WILL NOT REQUIRE VACUUM TESTING.
4. ALL ADJUSTMENT RING JOINTS SHALL BE SEALED WITH (2) 1" BEADS OF APPROVED MATERIAL (E-Z STIK, KENT SEAL), INCLUDING CAST IRON FRAME TO CONCRETE MANHOLE STRUCTURE.
5. ALL BARREL JOINTS SHALL BE SEALED WITH 3 1/2" x 3/8" APPROVED MATERIAL (E-Z STIK, KENT SEAL) ON THE SHIPLAP AND AN EXTERNAL SEAL, CENTERED ON THE JOINT (MAR MAC MACWRAP OR EQUIVALENT).
6. MANHOLE STRUCTURE TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE MANHOLE RISER PIPE. MANHOLE CONSTRUCTION SHALL CONFORM TO A.S.T.M. C478-90 OR THE LATEST DESIGNATION.
7. WHEN A CASTING REQUIRES PITCHING, A MINIMUM OF (3) THREE SHIMS (PLASTIC OR METAL) SHALL BE EQUALLY SPACED TO PREVENT ROCKING AND SHALL BE INSTALLED BETWEEN THE CASTING AND THE MASONRY. HYDRAULIC CEMENT SHALL BE PLACED TO FILL THE ENTIRE SPACE BETWEEN THE CASTING & MASONRY.
8. PRE-CAST FLAT TOPS WILL NOT BE PERMITTED ON R.R.W.R.D. MANHOLES.

PIPE CONNECTION TO PROPOSED MANHOLE SHALL BE MADE WATER-TIGHT BY MEANS OF RUBBER GASKET SEAL (A-LOK OR APPROVED EQUAL), CONFORMING TO A.S.T.M. F-477, CAST INTEGRALLY IN MANHOLE WALL OR RUBBER GASKET SEAL AND STAINLESS STEEL CLAMP CONFORMING TO A.S.T.M. C-923.

PIPE CONNECTION TO EXISTING MANHOLE SHALL BE MADE WATER-TIGHT BY MEANS OF RUBBER GASKET SEAL AND STAINLESS STEEL CLAMP, CONFORMING TO A.S.T.M. C-923, PSX SERIES SIX OR EQUAL. PIPE ACCESS SHALL BE MADE BY CORE DRILLING MANHOLE WALL.

PSX SERIES GASKETS ARE NOT PERMITTED ON MANHOLE OPENINGS OVER 20' DEEP. MANHOLE OPENINGS OVER 20' DEEP SHALL REQUIRE AN A-LOK TO MANHOLE GASKET.

STANDARD MANHOLE DETAIL

NOTE: AREA AROUND CLEANOUT RISER PIPE SHALL BE BACKFILLED WITH GRANULAR MATERIAL

NOTE: SANITARY SERVICES REQUIRED TO EXTEND MAX. 3' BEYOND R.O.W. LINE

ALL SCHEDULE 40 PVC PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF A.S.T.M. D-1785/D-2665.
ALL WMQ SDR 26 PVC PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF A.S.T.M. D-2241 AND D-3139.
ALL DWV FITTINGS SHALL BE CLEANED, PRIMED AND GLUED.

STANDARD SERVICE & ALTERNATE SERVICE RISER DETAIL

WITH SERVICE CLEANOUT RISER DETAIL

ROCK RIVER WATER RECLAMATION DISTRICT
STANDARD DETAIL SHEET

3501 KISHWAUKEE ST., P.O. BOX 7480, ROCKFORD, ILLINOIS 61109-7480 – PH. (815) 387-7660/FAX (815) 387-7665

Rock River Water Reclamation District

REV. 08/11/2015

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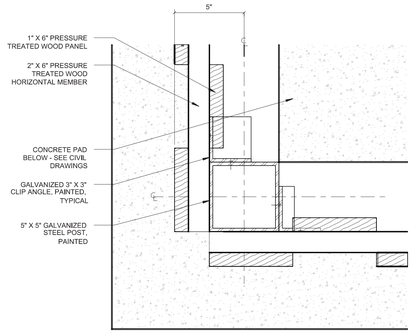
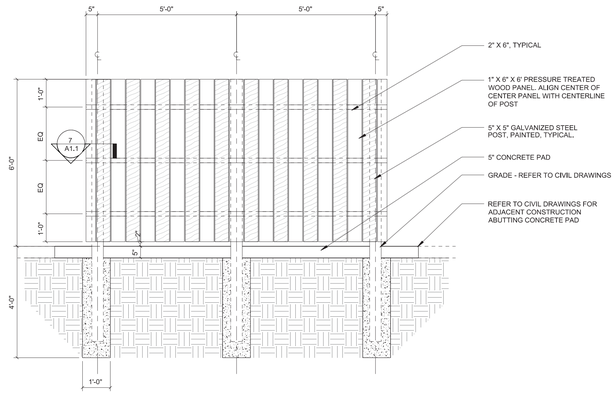
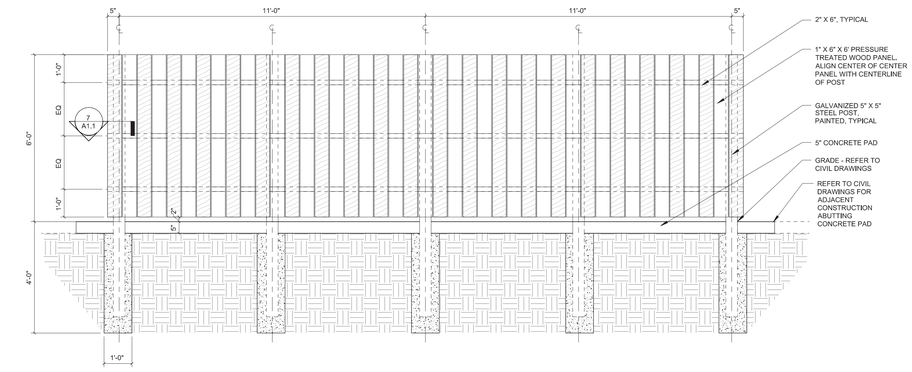
RRWRD DETAILS



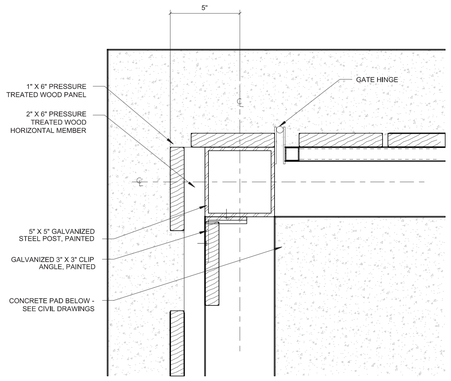
6 TRASH ENCLOSURE PLAN - CORNER DETAIL
3" = 1'-0"



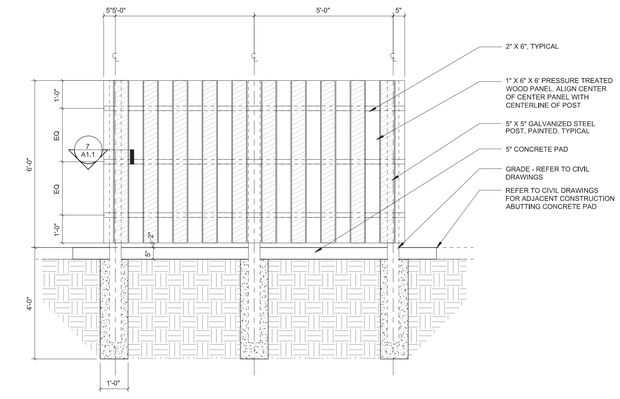
4 TRASH ENCLOSURE - ELEVATION/SECTION
1/2" = 1'-0"



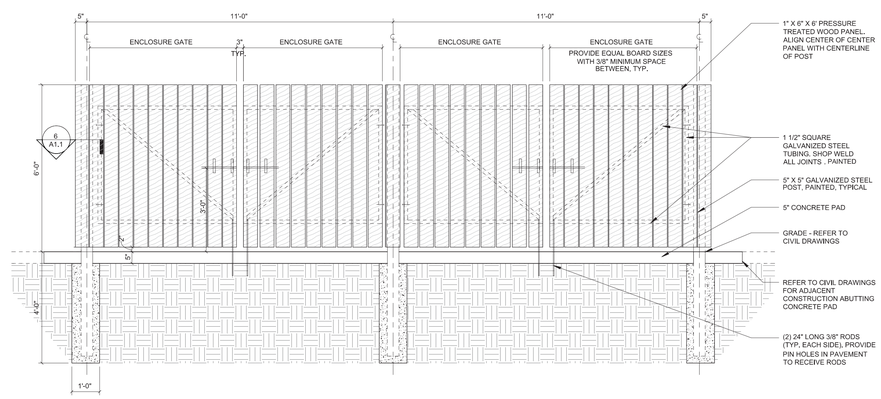
1 TRASH ENCLOSURE - ELEVATION
1/2" = 1'-0"



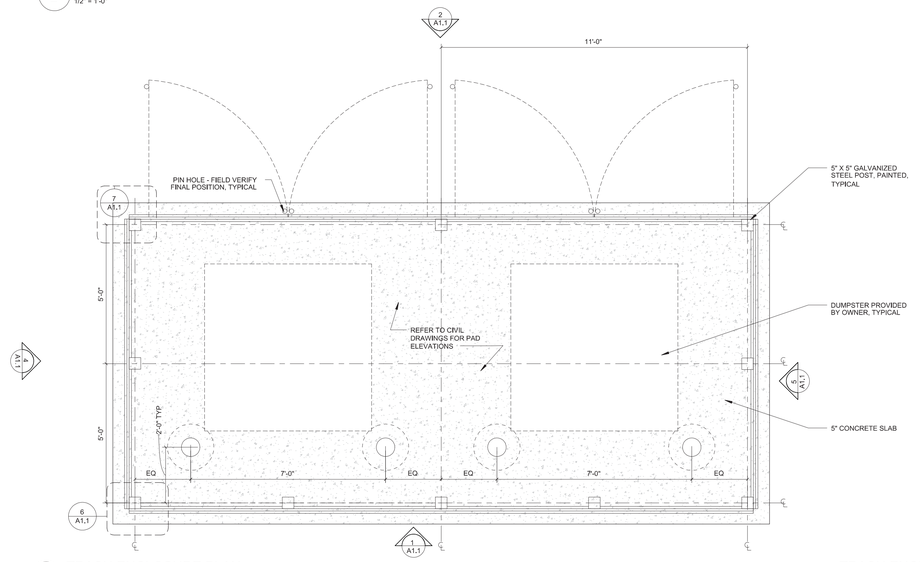
7 TRASH ENCLOSURE PLAN - GATE DETAIL
3" = 1'-0"



5 TRASH ENCLOSURE - ELEVATION/SECTION
1/2" = 1'-0"



2 TRASH ENCLOSURE - ELEVATION
1/2" = 1'-0"



3 TRASH ENCLOSURE PLAN
1/2" = 1'-0"

TRASH ENCLOSURE PLAN

Larson & Darby Group
Architects Engineers Interiors
Rockford Office • 4949 Harrison Ave., Suite 100, P.O.Box 5207 Rockford, IL 61125 Tel (815) 484-0739 Fax (815) 229-9867

NASHOLD ELEMENTARY SCHOOL
SITE ACCESS AND PAVING RENOVATIONS – ROCKFORD, IL
ROCKFORD PUBLIC SCHOOLS 205

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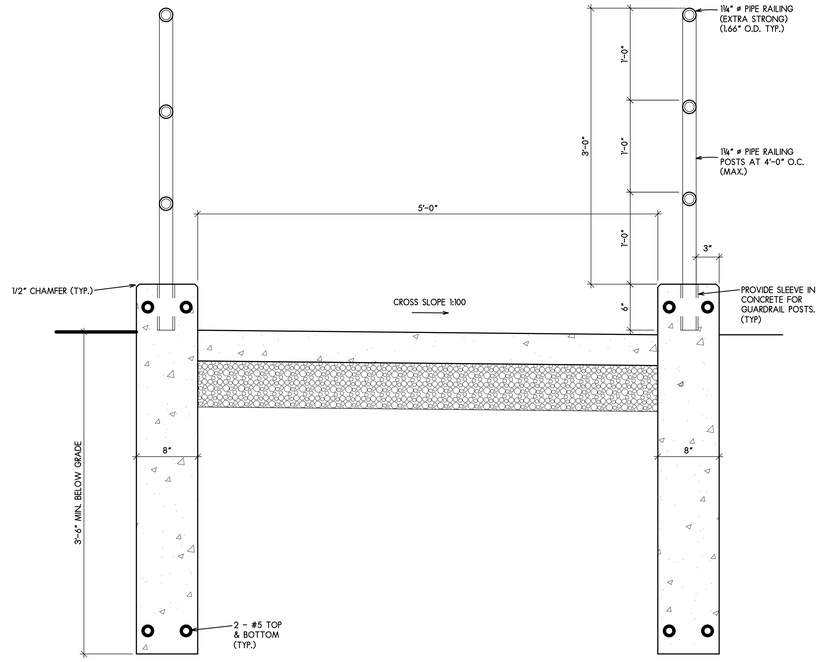
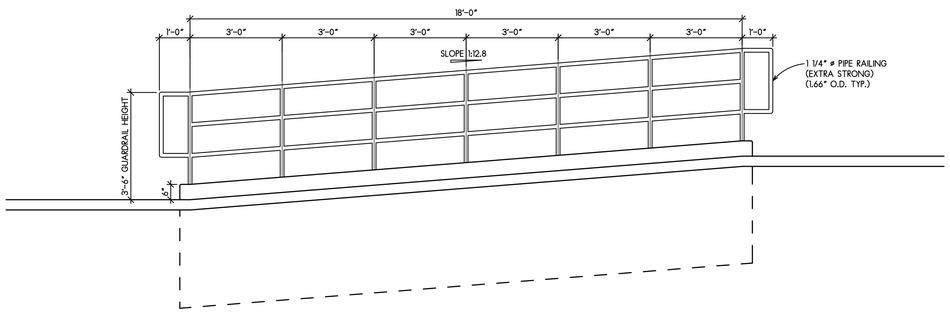
DATE: 4-29-2016
PROJECT NUMBER 25112
SHEET NUMBER A1.1

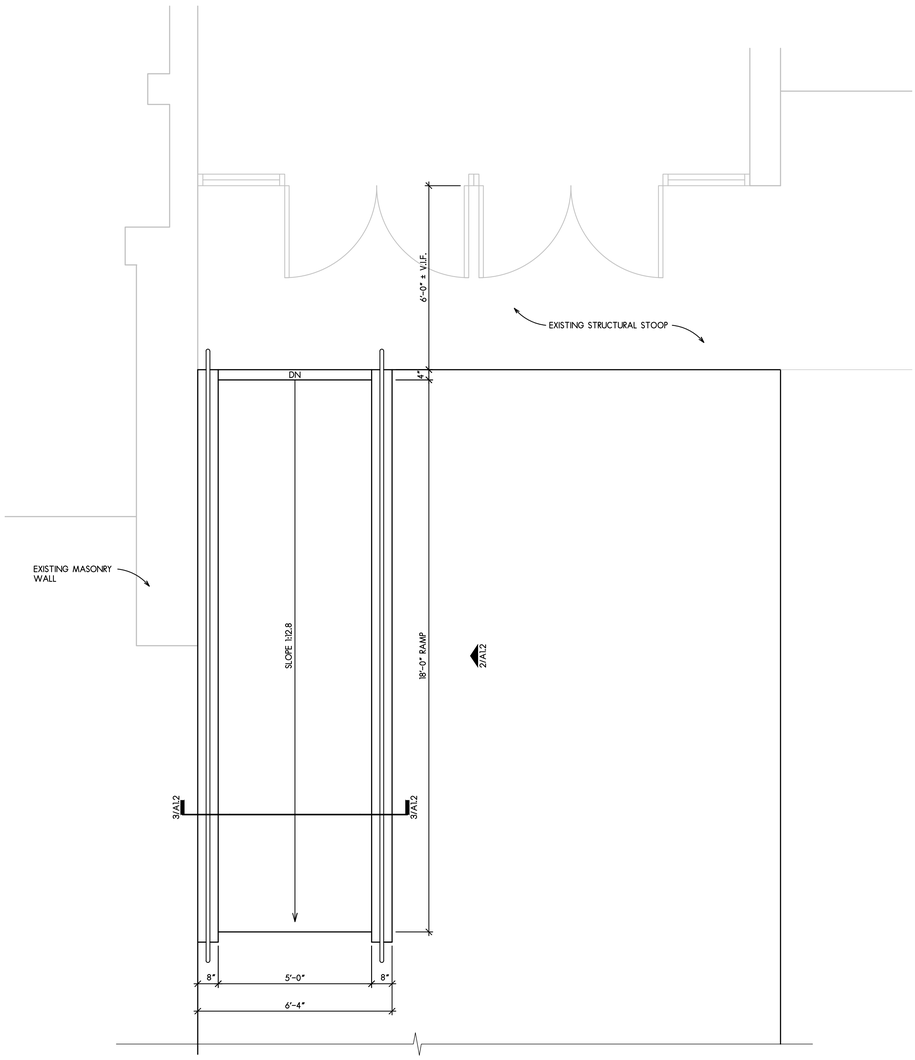


3 SECTION DETAIL
SCALE: 1½" = 1'-0"



2 RAILING ELEVATION
SCALE: 1/2" = 1'-0"

NOTE:
ALL EXPOSED STEEL TO BE
ARCHITECTURAL GRADE.
GRIND ALL WELDS SMOOTH



1 PARTIAL PLAN AT ENTRY RAMP
SCALE: 1/2" = 1'-0"

ARCHITECTURAL SYMBOLS :

BS-1 / BS-2 — BUILDING SECTIONS SEE SHEET A3.?

WS-1 / WS-2 — WALL SECTIONS SEE SHEETS A4.?

ELEVATION TARGET

5.1 — COLUMN CENTERLINES

3A4.1 — PLAN DETAIL OR SECTION DETAIL

RAMP DETAILS
SCALE: AS NOTED

North

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DATE: 4-29-2016
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SHEET NUMBER A1.2