Bid Specifications for Roof Systems Replacement Huntley High School and Repair Scopes of Work at Leggee and Chesak Schools
Bid # 2016-68

Locations of Work include:

Huntley High School
13719 Harmony Road
Huntley, IL 60142

Leggee Elementary School
13723 Harmony Road
Huntley, IL 60142

Chesak Elementary School
10910 Reed Road
Lake In The Hills, IL 60156
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Notice to Bid

Sealed bids will be received until 3:00 p.m. CST, on March 15, 2016 by the Board of Education of Huntley Community School District 158 of McHenry and Kane Counties, Illinois at the Square Barn Road Campus, District 158 Administrative Center, 650 Academic Drive, Algonquin, Illinois for the following:

Roof System Replacements and Restoration Bid # 2016-68

A mandatory pre-bid meeting for all work at will be conducted on March 2, 2016 at 11:00 a.m. at Huntley High School, 13719 Harmony Road, Huntley, Illinois 60142.

Proposals complying with the bid documents will be received for the projects until the specified closing time. Bids shall be submitted on or before the specified closing time in an opaque sealed envelope marked “Bid – Roof System Replacements and Restoration Bid # 2016-68” on the outside and addressed to: Dr. John Burkey, Superintendent of Schools, Huntley Community School District 158, Administrative Office, 650 Academic Drive, Algonquin, Illinois 60102.

Bids shall be opened publicly and the contents announced at the specified closing time and at the location immediately above. Bids received after stated time will not be accepted and will be returned unopened.

Make proposals on the bid forms supplied in the Project Manual. No oral, telegraphic or telephonic proposals or modifications will be considered. Submit with each bid, a certified check or acceptable bidder’s bond payable to Huntley Community School District 158 in an amount equal to ten percent (10%) of the total bid. The successful bidder will be required to furnish satisfactory Labor and Material Payment Bond, and Performance Bond in specific form as provided in bid documents.

All bids submitted shall be valid for a period of at least (60) sixty days from the date of bid opening. The only alterations, which may be allowed, will be those approved by the Board of Education. No immediate decision shall be rendered concerning the bids submitted at time of opening.

The Bidder shall be actively engaged in procurement of the materials the School District is presently bidding here-in. All bidders shall have adequate resources to deliver the specified products on-time and per specifications. Each Bidder shall submit with their proposal, a list of no less than five (5) clients, from five different companies, for whom they have successfully conducted business with in the last three years.

The Board of Education of Huntley Community School District 158 reserves the right to reject any or all bids or parts thereof, to waive any irregularities or informalities in the bidding procedures and to award the contracts in a manner serving the best interest of the School District.

All bidders must comply with the Illinois Statutory requirements regarding labor and bidding, including Equal Opportunity Laws.

Bidding documents will be on file and may be obtained from the Huntley Community School District 158 website (www.district158.org) or by calling the office of the Director of Operations and Maintenance, 650 Academic, Algonquin, Illinois 60102, telephone (847) 659-6163, fax (847) 659-6126.

Dr. John D. Burkey, Superintendent
Huntley Community School District 158
Instructions to Bidders

for the following PROJECT:
(Name and location or address):
Roof Systems Replacement and Restoration (Bid 2016-68)

Huntley High School
13719 Harmony Road
Huntley, Illinois 60142

Leggee Elementary School
13723 Harmony Road
Huntley, Illinois 60142

Chesak Elementary School
10910 Reed Road
Lake in the Hills, Illinois 60156

THE OWNER:
(Name and address):
Huntley Community School District #158
650 Academic Drive
Algonquin, Illinois 60102

THE ARCHITECT:
(Name and address):
Wold Architects and Engineers
110 N. Brockway Street
Suite 220
Palatine, Illinois 60067

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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.
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 A201, 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.

§ 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 and the Bidder’s deposit will be refunded when the Architect’s Office receives notification from the contractor holding a contract with the Owner within the time limits specified on the advertisement for bids.

§ 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.
§ 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 make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 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 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.

§ 3.3.5 Where the Contractor chooses to use an item approved by request but other than one shown on the details or specified, he shall be responsible for the coordination of any necessary changes in other work, and shall bear the cost of such changes.

§ 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 in duplicate on the forms included with the Bidding Documents.

§ 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 No bid will be considered, unless it is accompanied by a certified check or acceptable Bid Bond payable without condition to the Owner in an amount equal to ten percent (10%) of the total bid. The certified check or Bid Bond which must accompany each bid is required as a guarantee that the bidder will enter into a contract with the Owner for the work described in the proposal and furnish a performance and payment bond and certificates of insurance as specified after notice by the Owner or Architect that contracts have been awarded to him and are ready for execution.

§ 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 the three lowest 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. The Bid Security of other bidders will be returned by the Owner within a reasonable time after the opening of bids.

§ 4.3 BIDDER REFERENCES

§ 4.3.1 The Bidder shall include a list of references with their Bid, utilizing the Reference Sheet form included within the Bidding Documents.

(Paragraphs deleted)

§ 4.4 SUBMISSION OF BIDS

§ 4.4.1 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.
§ 4.4.2 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.

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

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

§ 4.5 MODIFICATION OR WITHDRAWAL OF BID
§ 4.5.1 A Bid may not be modified, withdrawn or canceled by the Bidder for a period of thirty (30) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.5.2 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 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.

§ 4.5.3 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.

§ 4.5.4 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
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 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 qualified 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 OWNER’S FINANCIAL CAPABILITY
The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner’s obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS
§ 6.3.1 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:

AIA Document A701™ – 1997. Copyright © 1970, 1974, 1978, 1987 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:32:21 on 02/02/2016 under Order No. 3600417011_1 which expires on 01/13/2017, and is not for resale.

User Notes:

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(1632663674)
.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.

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or
Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner
or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder’s option, (1)
withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or
Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid
price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

§ 6.4 CRIMINAL BACKGROUND CHECK
§ 6.4.1 Immediately after notification of selection for the award of a Contract, the Bidder shall proceed with
the Owners Criminal Background Check process. This process is as described in AIA Document A201 as
included within the Bidding Documents.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 BOND REQUIREMENTS
§ 7.1.1 Refer to Section 00 72 00 General Conditions of the Contract for Construction for Bond requirements.

(Paragraphs deleted)
ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document
A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.
Bid To: Board of Education  
Huntley Community School District #158  
650 Academic Drive, Algonquin, Il. 60102

Bidder Name: __________________________________________  
Contact:  __________________________________________  
Address:  __________________________________________  
Telephone:  __________________________________________

Project: Roofing Systems Replacement and Renovation – Bid #2016-68

Addendum(s) No(s) _____ thru _____ have been received and are duly noted

I agree to the following:

A. To hold this bid open until sixty (60) calendar days after the date of Bid Opening.

B. To accept the provisions of the Instruction to Bidders regarding disposition of Bid Security.

C. I have examined the site conditions and all bidding documents.

D. To enter into and execute a contract with HCSD#158 if awarded on the basis of this Bid.

E. To furnish Insurance required by the Bidding Documents.

F. To accomplish the work in accordance with the contract and construction documents.

G. Totally complete the work by: See Time Schedule, Instruction to Bidders

H. To provide the required Performance Bond and Payment Bond in an amount equal to 100% of the Contract base bid total.

I. To provide full coordination and supervision of all subcontractors, suppliers, expedite work, management of payment requests, and general administration of project. To provide supervision and responsibility for all safety on, in and around the construction site at all times.

J. By signing and submitting the Bid Form to HCSD #158, the contractor/vendor certifies that the contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961.

Bid Security for $_________________________ in the form of ________________________ is enclosed.
The bidder agrees to perform all the specified work as set forth in the Bidding Documents for the sum of:

**BASE BID #1:** ALL WORK AS SPECIFIED IN SPECIFICATIONS FOR HUNTLEY HIGH SCHOOL FLAT ROOF AREAS

_____________________________________________________ DOLLARS ($ ___________________)

**BASE BID #2:** ALL WORK AS SPECIFIED IN SPECIFICATIONS FOR HUNTLEY HIGH SCHOOL SHINGLED ROOF AREAS

_____________________________________________________ DOLLARS ($ ___________________)

**BASE BID #3:** ONLY WORK AS SPECIFIED IN SPECIFICATIONS FOR PARAPET WALL CAPS AND PARAPET WALL COVERING AT LEGGEE AND CHESAK ELEMENTARY SCHOOL AND EXPANSION JOINTS ON ROOF AT CHESAK ELEMENTARY

_____________________________________________________ DOLLARS ($ ___________________)

**ALTERNATE BID A:** COMBINED BID FOR ALL WORK IN BASE BID #1, BASE BID #2 AND BASE BID #3

_____________________________________________________ DOLLARS ($ ___________________)

Bidder understands that it is the intent of the Owner to award one Lump Sum contract OR split the contract into multiple awards.

**Unit Prices:**

Labor Rate for additional nailing of existing sheathing at Leggee / Huntley HS ________________/hour

Replacement of deteriorated OSB nail base in kind _____________$/sqft.

Replacement of deteriorated 5/8 inch plywood deck in kind: _____________$/sqft

Replacement of wet or deteriorated 3 inch flat stock insulation _____________$/sqft

Replacement of wet or deteriorated tapered insulation _____________$/sqft

Install new clean ballast on Low-slope Loose-laid TPA _____________$/lump sum

*(in lieu of reusing existing ballast as specified)*
SIGNATURE SHEET

If an Individual:

Signature of Bidder ________________________________________________

Name of Individual ___________________________________________________(Seal)

If a Co-partnership:

Signature of Bidder ________________________________________________

Name of Individual ___________________________________________________(Seal)

If a Corporation:

Name of Corporation ________________________________________________

State of Corporation ________________________________________________

Signature of Officer ________________________________________________

Name of Individual ________________________________________________

President: _________________________________________________________

Treasurer: _________________________________________________________

Attest ____________________________________________________________ (Seal)

Signature of Secretary
CERTIFICATE OF ELIGIBILITY TO BID

_______________ (contractor), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961 as amended.

_________________________   ________________________________
Date                                          Name of Contractor/Company

_________________________   ________________________________
Street Address                                           City, State, Zip

_________________________   ________________________________
Title of Officer                                       Name of Officer (Please Print)

____________________________________________
Signature of Officer
Certificate of Compliance
To the
Illinois Department of Human Rights Regulations

For this bid to receive consideration by the Board of Education of School District #158, Huntley, Illinois, the following certificate must be signed by an official of your company and returned with your bid. This is to certify that our company is in compliance with the provisions of the Illinois Department of Human Rights Regulations.

Signed
: __________________________________________

By: ________________________________________

Printed Name

Title: _______________________________________

Date: _______________________________________

Signature
Certificate of Compliance with the Illinois Prevailing Wage Law

TO: Mr. Doug Renkosik
   Director of Operations and Maintenance
   SCHOOL DISTRICT 158

Dear Mr. Renkosik,

This letter is to certify that ______________________________________________

   Name of Company

is in compliance with Chapter 48 and all amendments pertaining to the payment of prevailing wages (as established by the Department of Labor) to all laborers, workers and mechanics performing work under this contract.

Official Address:

_________________________________________________________________________________

__________________________________ ___________________________ ___________________________

City, State                                   County                                               Date

_________________________________________ ___________________________________________

Signature                                   Title

________________________________________________

Telephone Number (with area code)


Sworn and subscribed on the _______ day of ______________________, 20______, before me, notary public, appointed in

_________________________________________ County for the State of IL

_________________________________________ ___________________________________________

Signature of Notary                             Name Typed or Printed

(seal)

My commission expires: __________________________

_________________________________________ ___________________________ ___________________________

Month           Day              Year                           City of Residence                                      County
By signing this Hold Harmless Agreement, the bidder certifies that to the fullest extent permitted by law, the bidder agrees to defend, pay in behalf of, and hold harmless Consolidated School District 158 and its elected and appointed officials, employees and volunteers and others working in behalf of Consolidated School District 158; against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against of from Consolidated School District 158, its elected and appointed officials, employees, volunteers and others working in behalf of Consolidated School District 158, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

________________________________________________________________________
Company Name                                                                 By (Sign Name)

________________________________________________________________________
Address                                                                 Title

Sworn and subscribed on the _______day of __________________, 2010,

before me, notary public, appointed in __________________________ County for the State of IL

________________________________________________________________________
Signature of Notary                                                                 Name Typed or Printed

(seal)

My commission expires:

________________________________________________________________________
Month   Day   Year         City of Residence   County
REFERENCE SHEET

Please submit the names of the last five projects done for four or five different School Districts, Colleges or Companies for whom you have done similar work in the last four years.

1. Name
   Address
   City
   Contact Person
   Telephone

2. Name
   Address
   City
   Contact Person
   Telephone

3. Name
   Address
   City
   Contact Person
   Telephone

4. Name
   Address
   City
   Contact Person
   Telephone

5. Name
   Address
   City
   Contact Person
   Telephone

END OF DOCUMENT 00411
AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
School Dist. 158

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $
Modifications to this Bond: □ None  □ See Section 16

CONTRACTOR AS PRINCIPAL
Company: ___________________________  (Corporate Seal)

SURETY
Company: ___________________________  (Corporate Seal)

Signature: ___________________________
Name and Title: ________________________
(Any additional signatures appear on the last page of this Performance Bond)

FOR INFORMATION ONLY — Name, address and telephone
AGENT or BROKER: ___________________________

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for:

\[\begin{align*}
.1 & \text{ the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;} \\
.2 & \text{ additional legal, design professional and delay costs resulting from the Contractor's Default, and} \\
& \text{ resulting from the actions or failure to act of the Surety under Section 5; and} \\
.3 & \text{ liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual} \\
& \text{ damages caused by delayed performance or non-performance of the Contractor.}
\end{align*}\]

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions
§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

A. Section 7.2 is deleted and replaced with: "additional legal fees and costs; additional design professional fees and costs; and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and"

B. Section 11 is deleted and replaced with: "Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within the period required by the applicable Statute of Limitations. Additionally, if the Owner elects to resolve disputes with the Principal by arbitration, the Surety agrees to participate in the arbitration proceedings or be bound by the decisions rendered in connection with the arbitration proceedings."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: ____________________________

(Corporate Seal)

Signature: ____________________________

Name and Title: ____________________________

Address: ____________________________

**SURETY**

Company: ____________________________

(Corporate Seal)

Signature: ____________________________

Name and Title: ____________________________

Address: ____________________________
Additions and Deletions Report for
AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:31:32 on 02/14/2013.

PAGE 1

School Dist. 158

...

Modifications to this Bond: [ ] None [X] See Section 16

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A. Section 7.2 is deleted and replaced with: "additional legal fees and costs; additional design professional fees and costs; and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

B. Section 11 is deleted and replaced with: "Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within the period required by the applicable Statue of Limitations. Additionally, if the Owner elects to resolve disputes with the Principal by arbitration, the Surety agrees to participate in the arbitration proceedings or be bound by the decisions rendered in connection with the arbitration proceedings."

Bid Spec for Roof Replacement and Repairs Page 22 of 150
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:31:32 on 02/14/2013 under Order No. 7338957849_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

>Title

(Dated)
CONTRACTOR:  
(Name, legal status and address)

SURETY:  
(Name, legal status and principal place of business)

OWNER:  
(Name, legal status and address)

CONSTRUCTION CONTRACT  
Date:
Amount: $  
Description:  
(Name and location)  
School Dist. 158

BOND  
Date:  
(Not earlier than Construction Contract Date)
Amount: $  
Modifications to this Bond:  
[ ] None  
[ ] See Section 18

CONTRACTOR AS PRINCIPAL  
Company:  
(Corporate Seal)

SURETY  
Company:  
(Corporate Seal)

Signature:  
Name and 
Title:  
(Any additional signatures appear on the last page of this Payment Bond)

FOR INFORMATION ONLY — Name, address and telephone
AGENT or BROKER:  
OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party)

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety’s expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety’s obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety’s failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Signature: 
Name and Title: 
Address: 

SURETY
Company: (Corporate Seal)
Signature: 
Name and Title: 
Address: 

Initial: /
Additions and Deletions Report for
AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:40:05 on 02/14/2013.

PAGE 1

School Dist. 158
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:40:06 on 02/14/2013 under Order No. 7338957849_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
for the following PROJECT:
(Name and location or address)
Roof Systems Replacement and Restoration (Bid 2016-68)
Huntley High School
13719 Harmony Road
Huntley, Illinois 60142
Leggee Elementary School
13723 Harmony Road
Huntley, Illinois 60142
Chesak Elementary School
10910 Reed Road
Lake in the Hills, Illinois 60156

THE OWNER:
(Name and address)
Huntley Community School District #158
650 Academic Drive
Algonquin, Illinois 60102

THE ARCHITECT:
(Name and address)
Wold Architects and Engineers
110 N. Brockway Street, Suite 220
Palatine, Illinois 60067

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8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY

ADDITIONS AND DELETIONS:
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
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Note for the Reader:
This is a screen capture of a single page from a contract document. The page contains various sections such as "Governing Law," "Information and Services Required of the Owner," and "Initial Decision Maker, Definition of." It also refers to "Insurance, Boiler and Machinery," "Insurance, Contractor's Liability," and "Insurance, Owner's Liability." The document appears to be a part of a larger contract related to roof replacement and repairs.
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ARTICLE 1  GENERAL PROVISIONS
§ 1.1 BASIC DEFINITIONS
§ 1.1.1 THE CONTRACT DOCUMENTS
The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding 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. The Contractor acknowledges and agrees that issuance of Contract Documents for bid constitutes a representation that the Contract Documents have been reviewed and approved by the Contractor as adequate and sufficient to provide for the completion of the Work described therein, and includes all work whether or not shown or described, which reasonably may be inferred to be required for the completion of the Work.

§ 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 ARCHITECT/INITIAL DECISION MAKER
The Architect/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; performance by the Contractor shall be required only to the extent consistent with the
Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not
teach the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be
performed by any trade. The Contractor represents that the Subcontractors, manufacturers, and suppliers engaged, or
to be engaged, by it are or will be familiar with the requirements for performance by them or their obligations.

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

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

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified
by addendum, the better quality or great quantity of Work shall be provided in accordance with the
Architect’s interpretations.

§ 1.2.4 In case of conflict in or between Drawings and Specification, the Contractor will be deemed to have estimated
on, and agreed to provide, the greater quantity or better quality of materials and work unless he shall have, before
submission of bid, asked for and obtained written decision of the Architect as to which method of materials will be
required.

§ 1.2.5 The Agreement shall govern over all the other Contract Documents. In cases of discrepancies, among the
Contract Documents other than the Agreement, the matter shall be submitted to the Architect for clarification prior to
proceeding with the work involved. No increase or decrease in Contract Sum shall result, providing such clarification
is consistent with the intent of any of the documents in discrepancy.

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

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective
Instruments of Service, including the Drawings and Specifications, and 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 written
consent of the Owner, Architect and the Architect’s consultants.
§ 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. Written notices shall be sent to Dr. John Burkey, Superintendent, and to Doug Renkoski, Director of Operations and Maintenance, 650 Academic Drive, Algonquin, Illinois 60102.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work with the exception of utilities to be field verified by the Contractor. The Contractor shall be responsible to have public and private utilities located within the areas being disturbed to implement the work on site.

§ 2.2.4 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.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished free of charge, such copies of the Contract Documents as are reasonably necessary for execution of the Work. Following the initial issue of Drawings and Project Manuals, additional copies requested by the Contractor will be furnished at the cost of reproduction, postage and handling.

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK
§ 2.4.1 Prior to substantial completion, 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 any 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 reasonable cost of correcting such
§ 2.4.2 After substantial completion, if the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails to correct such deficiencies within 30 days of receipt of written notice from the Architect or Owner, 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 reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure, as well as testing, engineering, accounting, consulting services, attorney’s fees, and related expenses. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Architect finds that good cause exists for immediate correction of such default, the period for written notice may be shortened to three days.

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 under the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any activity and if it knows, or should have known, that any of the Contract Documents with respect to such activity contains an error, inconsistency, or omission, without providing prompt notice to the Architect and Owner, the Contractor shall be responsible for such performance and shall bear the cost for correction thereof.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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 unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 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 job site safety thereof and, except as stated below, shall be fully and solely responsible for the job site 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 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. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor.

§ 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. After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in Section 01 25 00 – Substitutions and Product Options.

§ 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. The Contractor shall not permit at any time on the Site, any alcohol or controlled substances whether inside or outside of buildings or structures. Possession or use of any of the foregoing, at or adjacent to the site or nearby, shall be adequate grounds for the termination of anyone involved in the Work.

§ 3.4.4 The Contractor shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. The Contractor shall be liable for all property damage including repairs and replacements of the Work which proximately result from the breach of this duty unless covered by Builder’s Risk Insurance.
§ 3.4.5. The Contractor and any subcontractors shall be required to conform to labor laws of the State and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable thereto. It shall be the duty of the Contractor engaged in this work to enforce among all personnel directly or indirectly employed by him, all rules which the Owner may establish for conduct of such personnel on the premises. The Contractor shall keep a responsible representative on the project through the Work until Substantial Completion of the Work, and until Final completion of the Work unless Owner shall otherwise consent in writing.

§ 3.4.6 The Contractor shall pay, if applicable, not less than the prevailing rate of wages as established, to all laborers, workmen, and mechanics in the performance of Work under this Contract pursuant to an act of the General Assembly of the State of Illinois entitled, "An act regulating wages of laborers, mechanics, and other workmen employed under contracts for public works," 820 ILCS 130/0.01 et seq. To determine the current prevailing wage rate see: (IDOL Website) www.state.il.us/agency/idol/rates.html. See also Paragraph 13.11.

§ 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, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6.2 The Owner, a public body, is exempt from all applicable federal, state and local sales tax. Retail sales tax shall not be included in the contract amount.

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

The Owner will pay City Development Fees.

§ 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;
.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be approved by the Owner and shall not be replaced without the prior written consent of the Owner. Notwithstanding the foregoing, the Owner shall have the right to require that the Contractor replace the superintendent if his/her performance is not satisfactory. All communications that impinge the nature, extent, or quality of the Work, or that impact the schedule of any contractor working on the Project, shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the 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 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 Architect’s 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. Should the Contractor fail to adhere to the Construction Schedule, the Contractor shall furnish such additional labor and/or services, or work sufficient overtime as may be necessary to make progress conform to the Construction Schedule at no additional cost to the Owner. Failure to adhere to the Construction Schedule, or failure to take steps to regain the Construction Schedule, shall constitute a cause for termination and declaration of default under the terms of the Agreement.

§ 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 Architect reviewed 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, signed by the Contractor, certifying that they show complete and exact “as-built” conditions.

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate 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. Shop drawings submitted prior to issuance of the building permit are at the Contractors risk.

§ 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 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 reviewed 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 review 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 review 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 review 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.

§ 3.13 USE OF SITE
§ 3.13.1 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. The Contractor shall accept the site as it exists. The care, custody and control of the project site shall be vested in the Contractor, subject to the rights of the Owner.

§ 3.13.2 Contractor agrees that it will take reasonable steps to minimize the impact of the Work on Owner’s business, and on nearby and adjacent properties, whether owned by the Owner or other persons or entities. The Contractor shall cause all persons at the Site to comply with all conditions or restrictions issued by the Architect or Owner, and that any such conditions or restrictions shall not become a basis for any claim of Change Order for any additional time or cost under the Contract. The Contractor shall ascertain what site conditions or restrictions might apply to the Project prior to submitting a bid.

§ 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, or at any time as directed by the Owner,
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 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 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.

§ 3.18 INDEMNIFICATION
§ 3.18.1 To the full extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless Owner, any Owner’s Representative, the Architect and their agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (these are collectively referred to as “claims”) is caused by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to exonerate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in this Contract.

§ 3.18.2 The Contractor shall, and hereby covenants and agrees to indemnify, defend, save and hold harmless the following indemnitees: The Owner, its Architects, Board Members, Officers, Agents, and Employees, individually and collectively, from all claims, demands, actions and the like, of every nature and description, made or instituted, by Third Parties, arising or alleged to arise out of the work under this contract, as a result of any act or omission of either the Contractor or any Subcontractor, or any of their employees or agents. Contractors and Subcontractor shall name the Owner, its Architects, Board Members, Officers, Agents and Employees, individually and collectively, as additional insured as primary coverage on a primary and non-contributory basis without limitation on their general liability policies. Contractor and Subcontractor/s shall furnish Owner with copies of such policies prior to beginning any work.

§ 3.18.3 “Claims, damages, losses and expenses” as these words are used in this Contract shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys’ fees and costs incurred in defense of the claim or in bringing an action to enforce the provision of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, or opportunity costs incurred by the party being indemnified or its employees, agents or consultants.

§ 3.18.4 Contractor shall include in each and every contract with any and all subcontractors and/or material suppliers performing Work and require each and every subcontractor and/or material supplier performing Work to agree to be bound by all of the provisions 3.18.1 through 3.18.9 under the Contract Documents.

§ 3.18.5 Contractor hereby knowingly and intentionally waives the right to assert, under the case of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155 (1991) that Contractor’s liability may be limited to the amount of its statutory liability under the Workers’ Compensation Act, and agrees that Contractor’s liability to indemnify and defend the Owner and Architect is not limited by the so called “Kotecki Cap.”
§ 3.18.6 Contractor's indemnity obligations hereunder shall, but not by way of limitation, specifically include all claims and judgments which may be made against the indemnitees under federal or state law or the law of the other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Contractor's employees method of execution of the Work.

§ 3.18.7 The indemnification provisions of this Section 3.18 are not intended to circumvent the Construction Contract Indemnification for Negligence Act, 740 ILCS 55/0.01 et seq.

§ 3.18.8 The Contractor shall indemnify and hold harmless the Owner in the event of labor or trade union conflicts or disputes between the Contractor and subcontractors and their respective employees. The Contractor shall endeavor to adjust and resolve such conflicts and disputes which affect the timely completion of the Work. Such conflicts or disputes shall not be a basis or excuse for the violation of the Contract Documents by the Contractor or its subcontractors, and shall not provide the Contractor with relief from meeting all time limits for substantial completion or final completion. Labor or trade union disputes that affect production or delivery of materials or equipment, or their installation, shall be at no cost to the Owner. The Contractor shall notify the Architect and the Owner in writing as soon as possible as to any labor or trade disputes which may affect the Work and its timely completion. In such event, the Contractor shall provide a written proposal to the Architect and the Owner which includes any comparable substitution(s) available to complete the Work.

§ 3.18.9 None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or either of them at law.

§ 3.19 PROJECT MANAGER
§ 3.19.1 The Contractor shall employ a competent project manager who shall be present and run all construction progress meetings. The project manager shall be responsible for providing accurate and up-to-date construction and submittal schedules at each construction progress meeting.

§ 3.19.2 When requested by the Owner or Architect, the project manager shall:
   a. Assist in resolving scope conflicts between subcontractors in a timely fashion to ensure project progress matches published construction schedule.
   b. Have subcontractors attend construction progress meetings.
   c. Manage the resolution of issues that arise during the punchlist/closeout/warranty period when the job superintendent is no longer on site.

§ 3.19.3 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed project manager. The Architect may reply within 14 days to the Contractor is writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed project manager or (2) that the Architect required additional time to review. Failure of the Architect to reply within the 14 days period shall constitute notice of no reasonable objection.

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

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. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.
§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the end of the warranty period which ends one year from 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, will endeavor to guard the Owner against defects and deficiencies in the Work, 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 Architect 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.

§ 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 take one of the following actions: Reviewed; Rejected; Review Comments; Revise and Resubmit 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, the Architect will determine review timelines. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, coordinating the work, 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.

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§ 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 "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 "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 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 20 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 20 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 shall 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.

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 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 any 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 the 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, 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 under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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, 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:
   .1 Costs of labor, and overhead as provided in Section 7.5.
   .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, 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 has 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.

§ 7.5 CHANGES IN CONTRACT SUM
§ 7.5.1 For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to charge and accept payment for his overhead, bond, insurance, office project management, estimating time, field supervision, as-builting modification and profit at the following percentages of the cost attributable to the change in the Work:

1. Ten percent (10%) for Work (labor, labor insurance and materials) by the Contractor not involving subcontractors;
2. Five percent (5%) for Work (labor, labor insurance and materials) by subcontractors;
3. When both additions and credits are involved in any one proposal request, the allowance for overhead, bond, insurance, office project management, estimating time, field supervision, as-built modification and profit shall be figured on the basis of the net increase, if any;
4. For additional Work ordered as described above which will be executed by Subcontractors of the Contractor, it is agreed Subcontractors will be permitted to charge ten percent (10%) for work not involving sub-subcontractors and five percent (5%) for Work by sub subcontractors. to the net subcontract amount the Contractor may add five percent (5%).

§ 7.5.2 A breakdown of material and an hourly breakdown of labor must be submitted with each request for additional compensation.

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. The time of Substantial Completion is of the essence in this Agreement including, but not limited to, the time of Substantial Completion of each phase or portion of the Project, as set forth in the Construction Schedule.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
§ 8.2 PROGRESS AND COMPLETION
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Work shall be substantially complete to permit Owner to Occupy the Project for its intended use on or before the date stipulated in the Contract.

§ 8.2.4 The Contractor shall reimburse the Owner for all Architect’s fees for additional services necessitated by Contractor’s failure to achieve Substantial Completion within the time established in the Agreement and for more than one inspection each for Substantial Completion and Final Completion.

§ 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 arbitration or litigation as provided for herein; 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 In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. In the event of a delay, the Contractor shall only be entitled to an extension of time and shall not be entitled to monetary damages or additional compensation. Any claims for an increase of the Contract Time shall be made in writing to the Architect within fourteen (14) days of the cause of delay. Written notice as required herein is a condition precedent to recovery for any extension of the contract terms.

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
§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit four copies to the Architect, before the first Application for Payment, a verified 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.

§ 9.2.2 Projects with multiple sites or multiple phased projects, provide separate schedule of values for each building, phase or site.

§ 9.2.3 The schedule of values shall include the following line items with values calculated as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>% of Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations and maintenance</td>
<td>0.125%</td>
</tr>
<tr>
<td>As-built drawings</td>
<td>0.0625%</td>
</tr>
<tr>
<td>Training</td>
<td>0.125%</td>
</tr>
<tr>
<td>Attic stock materials</td>
<td>0.0625%</td>
</tr>
</tbody>
</table>

§ 9.2.4 The schedule of values shall be broken down with separate line items for labor and materials corresponding to each specification section.
§ 9.2.5 Prior to commencement of the Work, the Contractor shall deliver to the Architect a contractor’s sworn statement, duly executed and acknowledge and in form satisfactory to the Owner, listing all Subcontracts and the amount of each such Subcontract, together with a similar sworn statement from each Subcontractor and, where appropriate, from Sub-Subcontractors.

§ 9.3 APPLICATIONS FOR PAYMENT
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit four copies to the Architect an itemized Application for Payment (AIA Document G702 and G703) prepared in accordance with the schedule of values, if required under Section 9.2.2, for completed portions of the Work. Such application shall be notarized ,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 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

§ 9.3.1.3 Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site up to the first day of that month, less the aggregate of previous payment in each case.

§ 9.3.1.4 A sworn ‘Contractor’s Affidavit’ shall be submitted with each payment request in sufficient form for the Owner to determine Contractor’s right to payment and compliance with the Illinois Mechanic’s Lien law. Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor’s Affidavit. In the event that the Architect is satisfied with Contractor’s payment procedures, the Owner may accept partial waivers of lien of subcontractors and suppliers who were included in the immediate proceeding payment. The Contractor shall submit waivers on a current basis, but the Architect may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

§ 9.3.1.5 Provide that there are no outstanding liens or claims and that in the opinion of the Owner the previous work has been done properly and is on schedule for completion of construction and the unpaid balance in each case is sufficient to complete the unfinished work, upon fifty percent (50%) completion of the Work, the Owner shall have the option, in its sole discretion and upon approval by the Architect, to make subsequent payments in each case for ninety-five percent (95%) of the value of the completed Work, the retainage thus being reduced to five percent (5%).

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
§ 9.3.4 All material and work covered by partial payments made shall thereupon become the sole property of the Owner but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of damaged work, or as a waiver of the right of the Owner to require the fulfillment of the terms of the Contract.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven 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.

§ 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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, 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, except to the extent evidenced by lien waivers submitted, or should have been submitted, from subcontractor and suppliers in connection with the Application for Payment.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or 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.

§ 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.
§ 9.5.4 If the Contractor disputes any determination by the Architect with regard to any Certificate of Payment, the Contractor nevertheless expeditiously shall continue to perform the Work.

§ 9.5.5. At the election of the Owner, in lieu of the Owner’s remedy described in Subparagraph 9.5.1 above, a sufficient sum may be retained by the Owner as determined to be necessary for the purpose of setting aside a reasonable reserve to fully correct the loss or to protect the Owner from the loss for the items above set forth.

§ 9.5.6 The Owner shall not be deemed to be in breach of this Agreement by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Architect has approved the Owner’s action or the Work for which payment is being withheld shall have been rejected by any governmental authority.

§ 9.5.7 If, at any time, there should be evidence of any liens or claims for which, if established, the Owner will become liable and which would be chargeable to the Contractor, the Owner shall have the right to retain, out of any payment due or thereafter to become due an amount sufficient to completely indemnify the Owner against such lien or claim. Should there prove to be any such lien or claim after all payments are made, the Contractor shall repay the Owner all sums which the Owner may be compelled to pay in discharging such lien or claim, including any legal fees or other costs resulting from the lien or claim.

§ 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 ten 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. Per 50 ILCS 505/9, the Contractor must pay subcontractors within fifteen (15) days of receipt of payment from the local government entity for undisputed work. If the Contractor, without reasonable cause, fails to make payment to subcontractors within this period of time, in addition to the payment due the Contractor shall pay interest in the amount of 2% per month, calculated from the expiration of the fifteen (15) day period until fully paid. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 The Contractor shall provide 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.

§ 9.7 FAILURE OF PAYMENT
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ written notice to the Owner and Architect,
stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents. Notwithstanding the foregoing, the Contractor shall not stop the Work, nor shall the Contract Time or Contract Sum be increased during the pendency of a bona fide dispute.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. If the Work is to be followed by construction by the Owner or by the separate contractors, Substantial Completion shall be defined as the readiness of the Work for the commencement of such construction.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time which the Contractor shall complete all items on the list accompanying the Certificate to sixty (60) calendar days. The Contractor will submit a punchlist completion schedule within ten (10) days of receipt of Certificate of Substantial Completion. Any cost incurred by the Architect or Architect’s consultants (after 60 calendar days of substantial completion) to close out the project will be deducted from the Contractor’s contract by change order. 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. Warranties on punchlist items will commence on the date of final payment.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in 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. The payment shall be sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Owner and Architect shall determine for incomplete work and unsettled claims. The Owner has no obligation to make incremental retainage reductions after the initial determination for the incomplete work and unsettled claims.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not
be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between
the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect
the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor’s 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, and based upon the standard of care for
Architects, 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.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to
the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with
the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld
by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract
Documents to remain in force after final payment is currently in effect 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.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault
of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the
Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the
Contract, make payment of the balance due for that portion of the Work fully completed 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.

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

1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2 failure of the Work to comply with the requirements of the Contract Documents; or
3 terms of special warranties required by the Contract Documents.
4 indemnify obligations stated in Section 3.18; or
5 insurance and bond requirements stated in Article 11.

§ 9.10.5 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.

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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 to the Owner and Architect.

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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.

§ 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 as agreed by 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 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.

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

.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; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

7. Claims for bodily injury or property damage arising out of completed operations; and

8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

9. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
   a. Premises Operations (including X, C, and U coverages as applicable).
   b. Independent Contractors' Protective.
   c. Products and Completed Operations.
   e. Contractual – including specified provision for Contractor's obligations under Paragraph 3.18.
   f. Owned, non-owned and hired motor vehicles.
   g. Broad Form Property Damage including Completion Operations.
   h. Umbrella Excess Liability.

10. A General Liability or Umbrella Liability Policy on a claims-made basis will not be accepted.

§ 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.

a. Workers' Compensation:
   1) Illinois Statutory
   2) Employer's Liability:
       $1,000,000 per accident
       $1,000,000 disease, policy limit
       $100,000 disease, each employee

b. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
   1) Bodily Injury:
       $1,000,000 each occurrence
       $1,000,000 aggregate
   2) Property Damage:
       $1,000,000 each occurrence
       $1,000,000 aggregate
   3) Products and Completed Operations to be maintained for 2 years after final payment:
      $1,000,000 aggregate
   4) Property Damage Liability Insurance shall provide X, C and U coverage.
   5) Broad Form Property Damage Coverage shall include Completed Operations.

c. Contractual Liability
   1) Bodily Injury:
      $1,000,000 each occurrence
      $1,000,000 aggregate
   2) Property Damage:
      $1,000,000 each occurrence
      $1,000,000 aggregate
d. Personal Injury, with Employment Exclusion deleted:
   $1,000,000 aggregate

   Employment Practices Liability  $1,000,000 aggregate

   e. Business Auto Liability (including owned, non-owned and hired vehicles):
      1) Bodily Injury:  $1,000,000 each person
      2) Property Damage:  $1,000,000 each occurrence

   f. If the General Liability coverages are provided by a Commercial Liability policy, the:
      1) General Aggregate shall be not less than $2,000,000 and it shall apply, in total, to this
         project only.
      2) Fire Damage Limit shall be not less than $100,000 on any one fire.
      3) Medical Expense Limit shall be not less than $5,000 on any one person.

   g. Umbrella Excess Liability:
      1) Bodily Injury:  $5,000,000 over primary insurance.
      2) Property Damage:  $5,000,000 each occurrence
      3) Coverage must be as broad as the primary policies and must be free of any restrictions
         that do not appear in the underlying policies.
         $10,000 retention for self-insured hazards,
         each occurrence.

§ 11.1.2.1 Special Requirements for Contractor Insurance:

1. The successful bidder shall expressly bind himself/herself to defend and save the District harmless
from all suits or actions every name and description including the Scaffolding Act Liability.
Successful bidder shall carry insurance, in company or companies acceptable to the District, for
Worker’s Compensation, Commercial General Liability, and Automobile Liability.

2. The Owner, Owner’s Representatives, Weatherproofing Technologies, Inc., Architect, and
Architect’s Consultants shall be named as “Additional Insured” on the contractor commercial
general liability and auto policy, as well as the umbrella policy. Additional insured endorsement
Form CG 20 10 11 85, of CG 2037 10 01, or equivalent to endorsement, shall be provided for all
Additional Insured.

§ 11.1.2.2 Owned/Rented Equipment Insurance:

1. The Contractor shall secure, pay for, and maintain whatever Fire or Extended Coverage Insurance
   deemed necessary to protect the Contractor against loss of owned or rented capital equipment and tools,
   including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, towers, and
   forms owned or rented by the Contractor. The requirement to secure and maintain such insurance is
   solely for the benefit of the Contractor; Contractor shall require the same coverage of all Subcontractors.
   Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not
   obligate the Owner, or their agents and employees, for any losses of owned or rented requirement. It is
   expressly understood and agreed that the Owner shall have no responsibility therefore, the Contractor
   secures such insurance the insurance policy shall include a waiver of subrogation clause as follows: “It is
   agreed that in no event shall this insurance company have any right of recovery against the Owner or
   their agents.”

2. The procuring of the insurance required under this Contract shall be considered solely as securing
   Contractor’s obligation or liabilities assumed under the Contract. Contractor shall remain fully liable
   and responsible for all such obligations, whether or not the insurance provided by the Contractor is
   approved by the Owner.

§ 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

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§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect’s Consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations. The policy limits shall be not less than $1,500,000.
§ 11.1.5 The insurance required by subparagraph 11.1.1 shall include an Indemnification clause as respect to General Liability and Worker’s Compensation coverages.

§ 11.2 OWNER’S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance (Special Form) in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire work at the site on a replacement cost basis. The Contractor shall be responsible for payment of all deductibles resulting from losses under the coverage provided herein. Such insurance will cover damage to work completed, materials installed and awaiting installation, and all materials in transit for the Project. 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 all phases are substantially complete or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.4 to be covered, whichever is earlier. This insurance shall include interests of the Owner, Architects, Engineers, Architect’s consultants, Contractor, Subcontractors and Sub-subcontractors in the Work. The form of policy for this coverage shall be completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.1 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 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.

(Paragraphs deleted)
§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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

§ 11.3.3 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)

§ 11.3.5 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.

§ 11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner through the Architect, two certified copies of the policy or policies providing this Property Insurance Coverage, each containing those endorsements specifically related to the Project.

§ 11.3.7 WAIVERS OF SUBROGATION
There will be no "Waivers of Subrogation" permitted on the insurance policy or contract between the Owner and the Contractor.

§ 11.3.8 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor 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.

§ 11.3.9 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor 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.

§ 11.3.10 The Contractor 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 Contractor’s exercise of this power; if such objection is made, arbitrators shall be chosen as provided in Paragraph 15.4. The Contractor as fiduciary shall in that case make settlement with insurers or, in accordance with the directions of the arbitrators.

§ 11.3.11 In the event of partial occupancy or use in accordance with Paragraph 9.9, the Contractor shall notify the insurance company and obtain a "Use and Occupancy Waiver" such that the policy will not be invalidated by occupancy.

§ 11.3.12 All insurance policies shall contain a provision stating that coverages afforded under any of the aforesaid insurance policies shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the Owner. On all Certificate forms, the words "endeavor to" and the remaining words beginning with "but failure to" shall be stricken from the cancellation notice provision.
§ 11.3.13 All insurance policies shall be underwritten with responsible insurance carriers with Best’s Rating of not less than A and X and otherwise satisfactory to the Owner and licensed to provide insurance in the state in which the project is located. Non-admitted carriers may be considered on an individual basis.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Contractor shall furnish bond or bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Contract will not be signed until the Owner has received the proper bond specified under this Article, issued by a bonding company licensed to do business in the State where the construction will take place, and on the current list of Company’s Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

§ 11.4.1.1 Furnish both AIA A312 Performance Bond and AIA A312 Payment Bond in the amount of 100% of the Contract Price. Bonds to be submitted using the form provided in Section 00 61 13, other forms will not be accepted.

§ 11.4.1.2 The Performance Bond and Payment Bond shall be submitted in the exact form specified in Section 11.4.1.1, above, and with the certificates specified in Section 11.4.1.3, below, and no other modifications or addendum whatsoever shall be allowed.

§ 11.4.1.3 Duly executed, notarized and updated Acknowledgements of both the Principal and Surety and the Surety’s Power of Attorney must be attached to each of the two required bonds.

§ 11.4.1.4 Bond amounts shall not exceed the single bond limit for the Contractor’s bonding company as set forth in the Federal Register current as of the bid date.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

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

§ 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 or Architect to do so unless the Owner or Architect has previously given the Contractor a written acceptance of such condition. The Owner or Architect shall give such notice after discovery of the condition. 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 incomplete or defective Work noted on the Certificate of Substantial Completion shall commence at final payment.

§ 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.

§ 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 mail, 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 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 INTEREST
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS
Accrual dates for Statutes of Limitations are controlled by Illinois Law.

§ 13.8 EQUAL OPPORTUNITY
§ 13.8.1 Human Rights Act: To the extent required by law, Contractor shall comply with the terms and procedures of the Illinois Human Rights Act. 775 ILCS 10/0.01 et seq. To the extent required by law Contractor agrees as follows:

§ 13.8.1.1 The Contractor and the Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take
affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 13.8.1.2 The Contractor and the Contractor’s Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.9 DRUG FREE WORKPLACE
§ 13.9.1 The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act. 30 ILCS 580.1 et seq.

§ 13.10 SEXUAL HARRASSMENT POLICY
§ 13.10.1 The Contractor by submitting its bid certifies that it has a written sexual harassment policy which includes (I) the illegality of sexual harassment; (ii) a definition of sexual harassment (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigate and complaint process through the Illinois Department of Human Rights; (vi) Directions on how to contact the Department and Commission; and (vii) Protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A) (4).

§ 13.11 PREVAILING WAGE ACT
§ 13.11.1 Contractors are required to pay no less than the prevailing wage for all laborers, workers and mechanics performing work under contract with the Owner. Also, it is required that the contractor shall provide assurance such as with a bond or letter containing a statement that will guarantee faithful performance in regard to the prevailing wage law. A form letter is included in the Bid Documents which if signed, notarized, and returned with the Contractor's bid will satisfy this requirement. Contractors who award portions of their work to subcontractors shall provide its subcontractors with such a written statement as well.

1. Payment of Prevailing Wages
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. and 820 ILCS 130/.02 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.state.il.us/agency/idol/rates/rates/HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage notice and record keeping duties.

2. Record Keeping Responsibilities
All contractors and subcontractors who work for the Owner on public works construction projects must create, and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public work projects. See 820 ILCS § 130/5(a)(1).

These records must include each worker’s name, address, telephone number (if available), social security number, classification(s) hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. Each contractor and subcontractor is required to make these records available for inspection by the Owner’s agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days notice. See 820 ILCS § 130/5(a) (1), (b).
3. Certified Payroll Records
All contractors or subcontractor participating in a public works project for the Owner must comply with the requirements of House Bill 188 Prevailing Wage Payroll Reporting (820 ILCS 130/5) which requires all contractors and their subcontractors participating on public works projects must submit monthly a certified payroll to the Owner according to the Directive from the Office of the Attorney General of the State of Illinois in a letter dated 12-18-06 regarding the Illinois Prevailing Wage Act ("Act"), 820 ILCS section 130/0.01, et seq. The monthly Certified Payroll shall also include a statement signed by the contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor. See 820 ILCS § 130/5 (a)(2). In addition, the certified payroll report shall include reporting for gross and net wages, hourly overtime rate, hourly/annualized fringe benefit rates and the sponsor and administration of fringe benefits plans. The monthly filing date for certified payroll reports shall be the 15th of the month, See 820 ILCS § 130/5.1.

§ 13.11.2 Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the Contractor and not all the expense of the Owner.

§ 13.12 CRIMINAL BACKGROUND CHECK

§ 13.12.1 The Contractor acknowledges that if they are awarded the Work, that a Criminal Background Check is required for all persons, including employees, subcontractors and material suppliers, who at any time will be on the Owner’s property during performance of the Work.

§ 13.12.2 No person shall be permitted to be on the Owner’s property unless:

.1 A temporary identification badge is issued by the Owner, as described in 13.12.6.4 (d);
.2 An identification badge is issued by the Owner as described in 13.12.6.4 (e);
.3 The individual is escorted at all times by Owner’s personnel as described in 13.12.7.2.

§ 13.12.3 The Owner shall have sole discretion in determining the acceptability of Criminal Background Check report.
§ 13.12.4 The cost per person shall be $49.00 per person, fully payable by the Contractor.

§ 13.12.5 The Owner shall not be liable for:

.1 Any costs incurred by the Contractor for Criminal Background Checks not considered acceptable to the Owner.
.2 Any costs incurred by the Contractor for completing the Criminal Background Check process, including but not limited to wages, benefits and travel expenses.
.3 Any costs or schedule delays incurred by the Contractor due to persons removed from the Owners property due to unacceptable Background Checks and who may have been working on the Owners property using temporary identification.

§ 13.12.6 The process for undergoing the full Criminal Background Check process is:

.1 The Contractor shall send to the Owner’s Representative a list of the full names of every person to be checked and the contact information of the Supervisor at the Contractor’s office who is to be contacted if a failed background check occurs,
.2 The Owner’s Representative shall perform an initial review of the list provided by the Contractor and shall notify the Contractor of initial acceptance or if revisions are required.
.3 All individuals on the list shall in-person come to the Huntley Community School District 158 Office and shall have their driver’s license scanned for search on the Raptor national database of sex.
4 If the search on the Raptor national database returns acceptable results:
   a) The individual will have their digital photograph taken at the District 158 Office. This digital
       photograph will be used for printing of identification badge by the Owner.
   b) The individual will then be given directions to the McHenry County Regional Office of Education
       (ROE) in Woodstock, IL.
   c) The individual is required to travel to the ROE and have their fingerprints taken. The ROE will
       send the fingerprints to the Illinois State Police for a Criminal Background Check. The Illinois
       State Police will send results to the ROE, who will then forward the results to the Owner.
   d) The individual will return to the District 158 Office and will be issued a temporary identification
       badge. This badge will expire 2 weeks after issue. The individual will be permitted to work on the
       Owner’s property prior to the expiration of the temporary identification badge. If the temporary
       identification badge expires prior to the receipt by the Owner of the Criminal Background Check
       the individual will not be allowed on the Owners property until the Owner receives the results of
       the Criminal Background Check from the ROE.
   e) Assuming the Criminal Background Check returns acceptable results, upon receipt of the
       Criminal Background Check(s) by the Owner from the ROE, the Owner will print identification
       badge(s) with photograph and the Owners Representative will make arrangements to deliver
       badge(s) to the Contractor for distribution.

.5 If the search on the Raptor national database or the Criminal Background Check performed by the
   Illinois State Police returns results unacceptable to the Owner:
   a) Any individuals working using temporary identification will immediately have their permission to
       be on-site revoked and the individual will be escorted from the Owner’s property by District
       personnel.
   b) A District 158 Human Resources Department representative will directly contact the Supervisor
       at the Contractor’s office for resolution.
   c) Until resolved to the satisfaction of the Owner the individual will not be allowed on Owner’s
       property.

§ 13.12.7 In the event that a specific individual is required by the Contractor for the Work, and that individual
has not undergone the full Criminal Background Check process, one of the following processes must be
implemented:

.1 Prior to arriving at the site of the Work, the Contractor must notify the Owner’s Representative that
   the individual is required for the Work, and arrange with the Owner’s Representative for the
   individual to obtain a temporary identification badge, as described by 13.2.5.3 through 13.2.5.4(d).
   —OR—

.2 Prior to arriving at the site of the Work, the Contractor must notify the Owner’s Representative that
   the individual is required for the Work, and arrange with the Owner’s Representative for the
   individual to be assigned an escort by Owner’s personnel while on Owner’s property. The individual
   must at all times be within line-of-sight of the Owner’s assigned escort personnel while on the Owner’s
   property. The expense for the assigned escort will be borne by:
   a) The Owner, in the event that the reason for the assigned escort is outside of the Contractor’s
       control.
   b) The Contractor, in the event that the reason for the assigned escort is due to lack of planning,
       performance or due diligence by the Contractor; in which case the costs for the assigned escort
       will be recovered by the Owner through Change Order.

§ 13.12.8 Permission for any individuals to be on the Owners property may be immediately revoked by the
Owner for any violations of District #158 policies regarding conduct of visitors to School Property.

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:

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor’s request, reasonable evidence as required by Section 2.2.1.

§ 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, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE
§ 14.2.1 The Owner may terminate the Contract if the Contractor
.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors 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 substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect/Initial Decision Maker that sufficient cause exists to justify such action, 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 Architect/Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.
§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE
§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption 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

.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 executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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 Architect/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 Architect/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.
§ 15.1.6 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

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, 11.3.9, and 11.3.10, shall be referred to the Architect/Initial Decision Maker for initial decision. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to arbitration 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 Architect/Initial Decision Maker with no decision having been rendered. Unless the Architect/Initial Decision Maker and all affected parties agree, the Architect/Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Architect/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 Architect/Initial Decision Maker is unable to resolve the Claim if the Architect/Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Architect/Initial Decision Maker concludes that, in the Architect/Initial Decision Maker’s sole discretion, it would be inappropriate for the Architect/Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Architect/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 Architect/Initial Decision Maker in rendering a decision. The Architect/Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

§ 15.2.4 If the Architect/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 Architect/Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Architect/Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect/Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Architect/Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Architect/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, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to arbitration.

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

§ 15.2.6.1 When a written decision of the Architect/Initial Decision Maker states that (1) the decision is final but subject to arbitration, as provided for herein, and (2) a demand for arbitration of a Claim covered by such decision

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must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days’ period shall result in the Architect’s decision becoming final and binding upon the Owner and Contractor. If the Architect/Initial Decision Maker renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 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.

(Paragraphs deleted)

§ 15.4 ARBITRATION

NOTE: All references to "Arbitration" in Section 15.4 shall be considered permissive and not mandatory. The Owner shall, in its sole discretion, have the right and option to enforce any claim it may have against the Contractor, or against any of the Subcontractors, Sub-subcontractors, Suppliers or Vendors of Contractor, through litigation. The Owner shall, in its sole discretion, also have the right and option to refuse to arbitrate any claim brought against Owner by the Contractor, either on Contractor’s own behalf, or on behalf of any of the Subcontractors, Sub-subcontractors, Suppliers or Vendors of Contractor, and demand that such claim be pursued through litigation. In the event the Owner exercises its right and option to refuse to arbitrate a claim brought against the Owner, written notice of such refusal shall be given by Owner to the party making the claim and to any tribunal administering the claim at any time up to and including the date when Owner is required by any applicable statute, rule or order to respond to such claim.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim shall be subject to arbitration unless the Owner decides to pursue the claim through litigation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINER

§ 15.4.4.1 Limitation on Consolidation or Joiner. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect’s employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly
consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

(Paragraphs deleted)
SECTION 00 73 43

PREVAILING WAGES

Illinois Department of Labor (IDOL) Prevailing Wages for McHenry County with an effective date of July 2015 (or latest available publication date whichever is greater cost) is attached after this section.

END OF SECTION 00 73 43
SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Work covered by the Contract Documents.
   2. Work phases.
   3. Use of premises.
   4. Owner’s occupancy requirements.
   5. Work restrictions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:

   Owner: Huntley Community School District #158
   Project Name: Roof Systems Replacement and Renovations – Bid # 2016-68

B. Project Coordinator: Doug Renkosik; Director of Operations and Maintenance - HCSD #158.

1.4 WORK PHASES

A. Base Bid 1: At Huntley High, 13719 Harmony Rd., Huntley, IL – flat roof systems replacement

B. Base Bid 2: At Huntley High, 13719 Harmony Rd., Huntley, IL – replace all shingles and underlayment and venting system including new vents, new soffit panels, and modifications to roof framing system.

C. Base Bid 3: At Leggee Elementary School, 13723 Harmony Rd., Huntley, IL - replace all shingles and underlayment and venting system including new vents, new soffit panels. Also, install metal cladding system over precast stone parapet wall in various locations and expansion joints systems on shingled roof areas in various locations and At Chesak Elementary School, 10910 Reed Rd., Lake In The Hills, IL 60156 - . Also, install metal cladding system over precast stone parapet wall in various locations and expansion joints systems on shingled roof areas in various locations

D. Base Bid 4: At Leggee Elementary School, 13723 Harmony Rd., Huntley, IL - Install metal cladding system over precast stone parapet wall in various locations and expansion joints systems on shingled roof areas in various locations and At Chesak Elementary School, 10910
1.5 USE OF PREMISES

A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

C. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is underway.

1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
2. Driveways and Entrances: Keep driveways, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: Owner will occupy site and existing adjacent building spaces during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
3. Before partial Owner occupancy, all coatings will be fully cured.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.
5. Work period will be coordinated with the designated School Administration.
6. Work in each gymnasium listed shall be completed in a period of no longer than ten consecutive business days.
7. Work period shall take place during the School District's summer break period; first available is June 6, 2016 if no emergency days are taken prior to, first available is June 13, 2016 if all five emergency days are taken, last available day of work is August 10, 2016.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION 01100
SECTION 01250 - SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary
Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing
Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Owner will issue supplemental instructions authorizing Minor Changes in the Work, not involving
adjustment to the Contract Sum or the Contract Time, on form approved by HOWNER.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed
changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If
necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Owner are for information only. Do not consider them
instructions either to stop work in progress or to execute the proposed change.
2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost
adjustments to the Contract Sum and the Contract Time necessary to execute the
change.

   a. Include a list of quantities of products required or eliminated and unit costs, with
total amount of purchases and credits to be made. If requested, furnish survey
data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of
trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's Construction Schedule that indicates the effect of
the change, including, but not limited to, changes in activity duration, start and
finish times, and activity relationship. Use available total float before requesting an
extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the
Contract, Contractor may propose changes by submitting a request for a change to Owner.

1. Include a statement outlining reasons for the change and the effect of the change on the
Work. Provide a complete description of the proposed change. Indicate the effect of the
proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.5 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.

2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.

3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.

4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 10 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 10 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor on form approved by OWNER.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Owner may issue a Construction Change Directive on form approved by OWNER. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250
SECTION 01 26 63
CHANGE ORDERS

1.01 CHANGE ORDER PROCEDURES

A. Changes in the Project scope of work affecting the project cost can be made only through AIA Document G701 - Change Order.

B. The procedures for processing changes in the scope of Work are listed as follows:

1. The Architect prepares one of the following documents to modify the scope of work.
   a. Supplemental Instructions (SI) which are used for no cost changes.
   b. Proposal Request (PR) to be used for proposed changes that need written approval on cost prior to proceeding.
   c. Construction Change Directive AIA Document G714 (CCD) which is used when the work must proceed immediately and time and material cost submitted as soon as possible for review by the Architect.

2. The Contractor reviews and responds as follows:
   a. Supplemental Instructions (SI): This no cost change is to be carried out in accordance with the following modifications to the contract documents described herein. If this change effects cost, do not proceed with this change. Notify the Architect in writing within 10 days of receipt that an itemized (labor and material) quotation will be submitted within 21 days of initial receipt of this Supplemental Instruction. If a cost is not submitted within 21 days, this Supplemental Instruction will be accepted at no additional cost.
   b. Proposal Request (PR): Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change.
   c. Construction Change Directive AIA Document G714 (CCD): Proceed immediately to carry out this change in the contract documents as described herein. If this revision effects cost, submit an itemized (labor and material) quotation within 21 days of receipt. If a cost is not submitted within 21 days this Change Directive will be accepted at no additional cost.

3. The Architect will review the Contractor’s labor and material itemized quotation and respond in writing whether it is acceptable or needs revision. When all pricing is accepted by the Architect and Owner, a Change Order will be processed. Change Orders will be processed at increments determined by the Architect throughout the construction schedule.

C. See General Conditions and Supplementary Conditions of the Work for methods of determining cost or credit, mark-up and schedule on submitting claims.

END OF SECTION 01 26 63
SECTION 01 31 19
PROJECT MEETINGS

PART 1: GENERAL

1.01 DESCRIPTION

A. Schedule and administer pre-construction meeting, periodic progress meetings, and specially called meetings throughout the progress of the work.

2. Prepare agenda for meetings.
3. Make physical arrangements for meetings.
4. Preside at meetings.

B. Representatives of contractors, subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

C. Architect may attend meetings to ascertain that Work is expedited consistent with Contract Documents and the construction schedules.

1.02 PRE-CONSTRUCTION MEETING

A. Schedule within 15 days after date of Notice to Proceed.

B. Location: A central site, convenient for all parties, designated by Contractor.

C. Attendance:

1. Owner’s representative
2. Architect and his professional consultants
3. Resident Project representative
4. Contractor’s superintendent
5. Major subcontractors
6. Major suppliers
7. Others as appropriate

D. Suggested Agenda:

1. Distribution and discussion of:
   a. List of major subcontractors and suppliers
   b. Projected construction schedules
2. Critical work sequencing.

3. Major equipment deliveries and priorities.

4. Project coordination and scheduling:
   a. Designation of responsible personnel.
   b. Pre-installation conference.
   c. Mock-up panels.

5. Procedures and processing of:
   a. Field decisions
   b. Proposal Requests/Supplemental Instructions
   c. Submittals
   d. 21 day time limit on claims
   e. Change orders
   f. Applications for payment


7. Procedures for maintaining Record Documents.

8. Use of premises:
   a. Office, work and storage areas
   b. Owner's requirements

   a. Construction Dust Control.

10. Temporary utilities.

11. Safety and first-aid procedures.


13. Housekeeping procedures.

1.03 PROGRESS MEETINGS

A. Schedule regular periodic meetings, as required.

B. Hold called meetings as required by progress of the work.

C. Location of the meetings: The project field office of the Contractor.
D. Attendance:

1. Architect and his professional consultants may attend as needed.
2. Subcontractors as appropriate to the agenda.
3. Suppliers as appropriate to the agenda.
4. Others

E. Suggested Agenda:

1. Review, approval of minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Field observations, problems, conflicts.
4. Problems which impede Construction Schedule.
5. Review of off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to Construction Schedule.
8. Plan progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
12. Review proposed changes for:
   a. Effect on Construction Schedule and on completion date.
   b. Effect on other contracts of the Project.
13. Other business

END OF SECTION 01 31 19
SECTION 01 33 00

SUBMITTALS

PART 1: GENERAL

1.01 DESCRIPTION

A. This Section defines procedures for the following submittals required by the Contract Documents.

B. Provide submittals as noted in each Section.

C. Allow for two weeks review of submittals to avoid delay of Work.

D. Include with submittal preparation, field verifications of measurements, field construction criteria, verification of catalog numbers and similar data, and coordination of Work requirements and Contract Documents.

E. Submit all color samples within 45 days of contract award for Architect's use in color selections. The Architect will not start the color schedule until all samples are received.

PART 2: REQUIRED SUBMITTALS

2.01 SHOP DRAWINGS AND SAMPLES

A. Submit shop drawings in accordance with Article 3 of the General Conditions and the following.

B. Prepare clearly identified shop drawings or schedules to this specific project, containing only data applicable. Include with the shop drawings or schedules a letter of transmittal listing and dating the submitted drawings in sets.

C. Contractor to review all submittals prior to submittal to Architect, and indicate such review with a stamp and signature. Review submittals for conformance to Drawings, Specifications, coordination with other trades and adjacent construction and verification of field dimensions. Failure of Contractor to adequately review submittals shall be cause for rejection.

D. Prepare and furnish to Architect for review, all shop drawings and manufacturers catalog sheets showing illustrated cuts of items to be furnished, scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, weights and arrangements.

   1. The Contractor will provide submittals in the appropriate quantities for:

      a. Distribution to owner and their contractors.
      b. Owner’s maintenance manuals.
      c. Four copies to be kept by Architects and Architect’s consultants.

   2. Provide each shop drawing with a clear space of approximately twenty square inches for stamps on the right hand side.

E. The Architect will take one of the following actions on submittals:

   1. “Reviewed”: Contractor shall proceed with ordering and/or fabrication.

   2. “Review Comments”: Contractor shall proceed with ordering and/or fabrication after taking into account noted comments.

   3. “Rejected”: Contractor shall provide a submittal that meets the intent of the specifications.
4. "Revise and Resubmit": Contractor shall modify submittal to address comments and resubmit.

F. If equipment other than that used in the design of this project is proposed to be used, the Contractor and/or supplier shall verify electrical differences, dimension variations and weight increases. The Contractor shall be responsible for any extra costs incurred as a result of equipment substitutions.

G. Information submittals and submittals that are not required shall be for Architects' and Engineers' use and be available for the design team's review at the jobsite. Quantity of submittals will be the same for Architect as noted under shop drawings. These submittals will not be reviewed, stamped or returned to the Contractor.

H. Unless otherwise specified, submit to the Architect's office samples of size, and nature representing typical qualities. Where required, submit a sufficient number of samples to demonstrate the complete range of variations of the material or quality. Written acceptance of the Architect is required prior to ordering any item for which samples are required.

I. Submit samples to Architect's office, securely packaged, with the name of the Project clearly indicated on the package exterior. Each physical sample shall have a label or tag, firmly attached to the sample, bearing the following information: (a) Name of Project, (b) Name of Supplier, (c) Name of Contractor, and (d) Product information such as manufacturer's designation, finish, type, class, grade, etc. as is appropriate. The Architect will retain one copy of each sample.

2.02 LIST OF MATERIALS

A. Within 7 days after the award of the Contract (notice to proceed or letter of intent), submit 4 copies of a complete list of all material, products, and equipment proposed to be used in construction to the Architect for acceptance. Do not order materials until the proposed listed materials, products and equipment to be used in construction are accepted by the Architect.

B. Where two or more makes or kinds of items are named in the specifications (or additional names are called for in addenda), the Contractor shall state which particular make or kind of each item he proposes to provide. If the Contractor fails to state a preference, the Owner shall have the right to select any of the makes or kinds named without change in price.

C. This list shall be arranged generally in order of specification sections. The items listed shall fully conform to project requirements and specifications. All materials are subject to the Architect's acceptance. After acceptance, changes or substitutions will not be permitted.

D. Clearly identify or list the material, product or equipment by manufacturer and brand by listing the names for all items, including those where only one material or product is specified. Each and every material, product and equipment shall be specifically named, not listed "as specified".

2.03 LIST OF SUBCONTRACTORS

A. Refer to the General Conditions.

B. Propose use of subcontractors or sub-subcontractors who are established, reputable firms of recognized standing with a record of successful and satisfactory past performance. Include the following information: specification section, item of work, subcontractor or supplier, material/manufacturer (as specified will not be allowed), project manager, phone and facsimile numbers. List major sub-subcontractors for mechanical and electrical work. Use only those subcontractors (and sub-sub-contractors, when appropriate) who are acceptable to the Architect and Owner on the Work.
2.04 SCHEDULE OF VALUES

A. Requirements

1. Submit separate Schedule of Values for each building or phase to Architect ten (10) days prior to first Application For Payment (AIA Form G702, G702a).

2. Use Schedule of Values only as basis for Contractor's Application For Payment.

B. Form of Submittal

1. Base format on Sections listed in Section 00 01 10 Table of Contents. Break down labor and material separately.

2. Round off amounts to nearest ten dollars.

2.05 PROGRESS SCHEDULE

A. Refer to the General Conditions for submittal requirements.

END OF SECTION 01 33 00
SECTION 01 73 29
CUTTING AND PATCHING

PART 1: GENERAL

1.01 DESCRIPTION

A. Execute cutting, fitting or patching of Work, required to:
   1. Make several parts fit properly.
   2. Uncover Work to provide for installation of ill-timed Work.
   3. Remove and replace defective Work.
   4. Remove and replace Work not conforming to requirements of Contract Documents.
   5. Install specified Work in existing construction.
   6. Provide finished surfaces (to match adjacent existing surfaces) to fill in voids caused by removal or replacement of materials.

B. Pay for costs caused by ill-timed or defective Work, or Work not conforming to Contract Documents, including costs for additional services of Architect/Engineer.

PART 2: PRODUCTS

2.01 MATERIALS

A. Replacement of Work Removed: Comply with specifications for type of Work to be done.

B. Placement of Work to fill Voids caused by Removal: Comply with latest industry standards for type of Work to be done.

PART 3: EXECUTION

3.01 INSPECTION

A. Inspect existing conditions of Work, including elements subject to movement or damage during:
   1. Cutting and patching.

B. After uncovering Work, inspect conditions affecting installation of new products.

3.02 PREPARATION PRIOR TO CUTTING

A. Provide shoring, bracing and support as required to maintain structural integrity of Project.

B. Provide protection for other portions of Project.

C. Provide protection from elements.
3.03 PERFORMANCE

A. Neatly cut or demolish along straight, true, square lines.

B. Execute cutting and demolition by methods which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs and new Work.

C. Restore Work which has been cut or removed; install new products to provide complete Work in accordance with requirements of Contract Documents.

D. Refinish entire surfaces as necessary to provide an even finish.

   1. Continuous Surfaces: To nearest intersections.

END OF SECTION 01 73 29
SECTION 01 77 00
PROJECT CLOSEOUT

1.01 GENERAL

A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

B. Related requirements in other parts of the Project Manual

1. Fiscal provisions, legal submittals and additional administrative requirements: Conditions of the Contract.

C. Related requirements specified in other sections

1. Closeout Submittals Required: The respective sections of specifications.

1.02 SUBSTANTIAL COMPLETION

A. Refer to the General Conditions of the Contract for Construction.

B. When the Project is determined by the Architect to be sufficiently complete to permit utilization for the intended use, the Architect will issue a Certificate of Substantial Completion.

C. To receive the Certificate of Substantial Completion, perform the following:

1. Submit to the Architect a notice declaring that work is believed to be substantially complete.

2. Submit a list of work items that remain to be completed or corrected and the date this work will be accomplished.

3. Obtain Occupancy certificate when required from governing municipality.

D. Architect will visit the project to evaluate the request for issuance of a Certificate of Substantial Completion.

1. If the Architect concurs that the Project is substantially complete, the Architect will deliver a Certificate of Substantial Completion and a list of work items necessary for completion or correction prior to request for inspection for final completion.

2. If the Architect determines that the work is not substantially complete, the Architect will deliver to the Contractor a written statement including reasons.

3. Complete work on the items required by the Architect for achieving substantial completion and make additional written requests for issuance of a Certificate of Substantial Completion until the Architect determines that sufficient Work has been performed.

1.03 FINAL INSPECTION

A. When the Work is considered complete, submit written certification that:

1. Contract Documents have been reviewed.

2. Work has been completed and inspected by the Contractor for compliance with Contract Documents and is ready for final inspection.

3. Building Permit Final has been submitted.
B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should Architect consider that the Work is incomplete or defective:
   1. Architect will notify the Contractor in writing, listing the incomplete or defective work.
   2. Take immediate steps to remedy the stated deficiencies, and send a second written certification to Architect that the Work is complete.
   3. Architect will reinspect the Work.

D. When the Architect finds that the Work is acceptable under the Contract Documents, he will request preparation of closeout submittals.

1.04 REINSPECTION FEES

A. Should Architect perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
   1. Owner will compensate Architect for such additional services.
   2. Owner will deduct the amount of such compensation from the final payment.

1.05 CLOSEOUT SUBMITTALS TO ARCHITECT

A. When the Architect has determined that the Construction Work is acceptable under the Contract Documents and the Contract fully performed, prepare and submit final Application for Payment to the Architect together with the following:
   1. A letter recommending acceptance of the Project and indicating all punch list items are complete.
   2. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706, with bonds for any exceptions.
   3. Consent of Surety to Final Payment on Consent of Surety Company to Final Payment, AIA Document G707.
   5. Project Record Documents, if required.
   6. Warranties and Bonds.

B. Submit one original and one copy for Items A1 through A6.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to Architect.

B. Statement shall reflect all adjustments to the Contract Sum:
   1. The original Contract Sum.
   2. Additions and deductions resulting from:
      a. Previous Change Orders

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Project Closeout
b. Allowances

c. Unit Prices

d. Deductions for uncorrected Work

e. Penalties and Bonuses

f. Deductions for liquidated damages

g. Deductions for reinspection payments and costs incurred by Architect or Architect’s Consultants if project is not closed out within sixty (60) days of Substantial Completion.

h. Other adjustments

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. Architect will prepare a final Change Order, reflecting approved adjustments to the Contract Sums which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

END OF SECTION 01 77 00
SECTION 01 78 23
OPERATING, MAINTENANCE AND WARRANTY DATA

1.01 GENERAL

A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.

B. Prepare operating, maintenance and warranty data as specified in this Section and as referenced in other pertinent section of Project Manual.

C. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

D. Related requirements specified in other sections:
   1. Shop drawings, product data and samples: Section 01 33 00.
   2. Project Closeout: Section 01 77 00.
   3. Project Record Documents: Section 01 78 39.

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel with the following qualifications:
   1. Trained and experienced in maintenance and operation of the described products.
   2. Completely familiar with requirements of this Section.
   3. Skilled as a technical writer to the extent required to communicate essential data.
   4. Skilled as a draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in the form of an instructional manual for use by the Owner's personnel.

B. Format shall conform to the following:
   1. Size: 8½" x 11".
   2. Paper: 20 pound minimum, white, for typed pages.
   3. Text: Manufacturer's printed data, or neatly typewritten.
   4. Drawings
      a. Provide reinforced punched binder tab, bind in with text.
      b. Fold larger drawings to the size of the text pages.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
   a. Provide typed description of product, and major component parts of equipment.
   b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING, MAINTENANCE AND WARRANTY INSTRUCTIONS". List:
   a. Title of Project
   b. Identity of separate structure as applicable.
   c. Identity of general subject matter covered in the manual.

C. Binders
   1. Commercial quality three-ring binders with durable and cleanable plastic cover.
   2. Maximum ring size: 2 inch.
   3. When multiple binders are used, correlate the data into related consistent groupings.

1.04 CONTENT OF MANUAL

A. Arrange neatly typewritten table of contents for each volume, in the following systematic order.
   1. Contractor, name of responsible principal, address and telephone number.
   2. A list of each product required to be included, indexed to the content of volume.
   3. List, with each product, the name, address and telephone number of:
      a. Contractor or installer.
      b. Maintenance contractor, as appropriate.
      c. Identify the area of responsibility of each.
      d. Local source of supply for parts and replacement.
      e. Include warranty information as specified.
   4. Identify each product by product name and other identifying symbols such as set in Contract Documents.

B. Product Data
   1. Include only those sheets which are pertinent to the specific product.
   2. Annotate each sheet to:
      a. Clearly identify the specific product or part installed.
C. Content, for moisture-protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.
   a. Applicable standards
   b. Chemical composition
   c. Details of installation

2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: The respective section of the Project Manual.

1.05 SUBMITTAL SCHEDULE

A. Submit one copy of completed data in final form within thirty days of substantial completion. Copy will be returned with comments.

B. Submit two copies of approved data in final form ten (10) days after comments are received.

END OF SECTION 01 78 23
SECTION 07311 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Asphalt shingles.
   2. Self-adhering Modified Bitumen Underlayment.
   3. High-strength Base Sheet Underlayment
   4. Flashings

B. Related Sections: The following sections contain requirements that relate to this Section:
   1. Division 7 Section "Sheet Metal Flashing and Trim" for metal counter flashings and fascias.
   2. Division 7 Section "Sealants".

1.3 DEFINITION

A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 SUBMITTALS

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

B. Samples for Verification: For the following products, of sizes indicated, to verify color selected:
   1. Asphalt Shingle: Full size.
   2. Underlayment: 12 inches square.

C. Qualification Data: For qualified Installer.

D. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for asphalt shingles.

E. Maintenance Data: For each type of asphalt shingle to include in maintenance manuals
1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Fire-Resistance Characteristics: Where indicated, provide asphalt shingles and related roofing materials identical to those of assemblies tested for fire resistance per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

1. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.

C. Pre-installation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double stack rolls.

1. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.

B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install asphalt shingles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

1.8 WARRANTY

A. Special Warranty: Standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

   a. Manufacturing defects.
   b. Structural failures including failure of asphalt shingles to self-seal after a reasonable time.

2. Material Warranty Period: 40 years from date of Substantial Completion, prorated, with first five years nonprorated.
3. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 110 mph for 10 years from date of Substantial Completion. Include manufacturers required accessories to attain 110 mile per hour warranty coverage.

4. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.

B. Special Project Warranty: Roofing Installer's Warranty, or warranty form at end of this Section, signed by roofing Installer, covering the Work of this Section, in which roofing Installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

1.9 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Asphalt Shingles: 100 sq. ft (9.3 sq. m) of each type, in unbroken bundles.

PART 2 - PRODUCTS

2.1 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing. Wind resistant per ASTM D7158 and/or ASTM D3161

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. CertainTeed Corporation.
      1) Landmark Premium
   b. GAF Materials Corporation.
      1) Timberline Ultra HD

2. Butt Edge: Straight cut.
3. Strip Size: Manufacturer's standard.
4. Algae Resistance: Granules treated to resist algae discoloration.
5. Color and Blends: As selected by Owners Representative from manufacturer's full range.

B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles, as required to meet the specified wind speed warranty requirement.

2.2 UNDERLAYMENT MATERIALS

A. Base Sheet Underlayment: 15 lb. organic asphalt saturated ply sheet

B. Self-Adhering Sheet Underlayment: ASTM D 6163, Type I, Grade S, 40 mil thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt underlayment, with release film backing; cold applied. Tremco, Inc., or approved equal.
1. Tensile Strength ASTM D 2523 4378 N/m (25 lb/in)
2. Tensile Strength-Facer ASTM D 412 34.5 MPa (5000 psi)
3. Tensile Strength-Membrane ASTM D 412 4.3 MPa (625 psi)
4. Adhesion to Plywood ASTM D 903 1050 N/m (6 lb/in)
5. Permeance ASTM E 96 0.05 perms (max)
6. Thermal Stability (Sag 93°C) ASTM D 1970 Pass
7. Elongation (Adhesive) ASTM D 412 250%
8. Low Temperature Flexibility ASTM D 1970 Unaffected (-32°C)

2.3 RIDGE VENTS

A. Rigid Ridge Vent:
   1. Comply with BTC report for ventilation.

2.4 ACCESSORIES

A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.

B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, smooth shank, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through OSB or plywood sheathing.
   1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with low-profile capped heads or disc caps, 1-inch (25-mm) minimum diameter.

2.5 METAL FLASHING AND TRIM

A. General: Comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."


B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.
   1. Step Flashings: Fabricate with a headlap of 2 inches (50 mm) and a minimum extension of 4 inches (100 mm) over the underlying asphalt shingle and up the vertical surface.
   2. Drip Edges: Fabricate in lengths not exceeding 10 feet (3 m) with 2-inch (50-mm) roof-deck flange and 1-1/2-inch (38-mm) fascia flange with 3/8-inch (9.6-mm) drip at lower edge.

C. Vent Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch (1.6 mm) thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof, and extending at least 4 inches (100 mm) from pipe onto roof.

D. Shingle valley areas to be flashed with metal as described in D-1 Detail G.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.

B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. General: Comply with underlayment manufacturer’s written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

B. Two-Layers Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides a minimum of 19 inches (50 mm) over underlying course. Lap ends a minimum of 4 inches (100 mm). Stagger end laps between succeeding courses at least 72 inches (1830 mm). Fasten with roofing nails.

1. Install organic ply sheets underlayment on roof deck not covered by self-adhering sheet underlayment. Lap sides of felt over self-adhering sheet underlayment not less than 3 inches (75 mm) in direction to shed water. Lap ends of felt not less than 6 inches (150 mm) over self-adhering sheet underlayment.
2. Install fasteners at no more than 36 inches (900 mm) o.c.

C. Self-Adhering Sheet Underlayment: Install, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install at locations indicated, lapped in direction to shed water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.

1. Prime concrete and masonry surfaces to receive self-adhering sheet underlayment.
2. Nominal thicknesses allow for lapped edges. Do not butt edges to achieve width dimensions.
3. Eaves: Extend from edges of eaves 36 inches beyond interior face of exterior wall.
4. Rakes: Extend from edges of rake 36 inches beyond interior face of exterior wall, but no less than a 6’ width.
5. Valleys:
   a. Open Valley: Extend from lowest to highest point 6’ feet (nominal) on each side (12’ width total).
   b. Closed-cut Valley (Dormer): Extend from lowest to highest point 4½’ feet (nominal) on each side (9’ width total).
6. Hips: Extend 18 inches on each side.
7. Ridges: Extend 36 inches on each side without obstructing continuous ridge vent slot.
8. Sidewalls: Extend beyond sidewall 6’ feet, and return vertically against sidewall not less than 4 inches.
9. Dormers, Chimneys, Skylights, and Other Roof-Penetrating Elements: Extend beyond penetrating element 3’ feet on three sides and 6’ on upslope side, and return vertically against penetrating element not less than 4 inches.
10. Roof Slope Transitions: Extend 3’ feet on each roof slope.

3.3 METAL FLASHING INSTALLATION

A. General: Install metal flashings and other sheet metal to comply with requirements in Division 7 Section “Sheet Metal Flashing and Trim.”

1. Install metal flashings according to recommendations in ARMA’s "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA’s "The NRCA Roofing and Waterproofing Manual."

B. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.

C. Step Flashings: Install with a headlap of 2 inches (50 mm) and extend over the underlying asphalt shingle and up the vertical surface. Fasten to roof deck only.

D. Open-Valley Flashings: Install centered in valleys, lapping ends at least 8 inches (200 mm) in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.
   1. Secure hemmed flange edges into metal cleats spaced 12 inches (300 mm) apart and fastened to roof deck.
   2. Adhere 9-inch- (225-mm-) wide strip of self-adhering sheet to metal flanges and to self-adhering sheet underlayment.

E. Rake Drip Edges: Install rake drip edge flashings over underlayment and fasten to roof deck.

F. Eave Drip Edges: Install eave drip edge flashings below underlayment and fasten to roof sheathing.

G. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

H. Expansion Joints: Reuse existing joint. Take care during removal. Damaged metal shall be replaced at no extra charge.

3.4 ASPHALT SHINGLE INSTALLATION


B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed with self-sealing strip face up at roof edge.
   1. Extend asphalt shingles 3/4 inch (19 mm) over fasciae at eaves and rakes.
   2. Install starter strip along rake edge.
C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

D. Fasten asphalt shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions.
   1. Where roof slope exceeds 20:12, seal asphalt shingles with asphalt roofing cement spots after fastening with additional roofing nails.
   2. Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
   3. When ambient temperature during installation is below 50 deg F (10 deg C), seal asphalt shingles with asphalt roofing cement spots.

E. Closed-cut Valleys: Extend asphalt shingle strips from one side of valley 12” beyond center of valley. Use one-piece shingle strips without joints in the valley. Fasten with extra nail in upper end of shingle. Install asphalt shingle courses from other side of valley and cut back to a straight line 2” short of valley centerline. Trim upper concealed corners of cut-back shingle strips.
   1. Do not nail asphalt shingles within 6” of valley center.
   2. Set trimmed, concealed-corner asphalt shingles in a 3” wide bed of asphalt roofing cement.

F. Open Valleys: Cut and fit asphalt shingles at open valleys, trimming upper concealed corners of shingle strips. Maintain uniform width of exposed open valley from highest to lowest point.
   1. Set valley edge of asphalt shingles in a 3” inch wide bed of asphalt roofing cement.
   2. Do not nail asphalt shingles to metal open-valley flashings.

G. Ridge Vents: Install ridge vents per BTC report.

H. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
   1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

3.5 ROOFING INSTALLER'S WARRANTY

A. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

B. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
C. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
   a. Lightning;
   b. Peak gust wind speed exceeding 110 mph (m/sec);
   c. Fire;
   d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
   e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
   f. Vapor condensation on bottom of roofing; and
   g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.

3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

6. Owner shall notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.

7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

END OF SECTION 07311
**Project Name:** Huntley High School  
Steep-Slope Roof Replacement and Ventilation Repairs

**Project Location:** Huntley High School  
13719 Harmony Road, Huntley, Illinois 60142

**Owner:** Huntley Community School District 158

**Owner’s Representative:** Mr. Doug Renkosik  
Huntley Community School District 158  
650 Academic Drive  
Algonquin, Illinois 60102

**Engineer:** Kami Farahmandpour  
Building Technology Consultants, Inc. (BTC)  
1845 East Rand Road, Suite L-100  
Arlington Heights, Illinois 60004

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**1 SCOPE OF WORK**

This project consists of performing ventilation repairs during an upcoming steep-slope roof replacement project. The work depicted in this scope of work and attached Drawings should be integrated into the re-roofing project specified by Huntley Community School District 158.

Scope of work for ventilation repairs shall be as follows:

1. Patch existing continuous ridge vent openings with new solid 1x wood blocking.
2. Provide openings through existing plywood sheathing for new rooftop vents as shown on Drawings.
3. Provide new rooftop vents, install in accordance with roof replacement specifications and manufacturer’s instructions.
4. Remove and dispose of existing soffit panels and provide insulation stops to ensure free air path at truss spaces as shown on Drawings.
5. Provide new fully perforated soffit panels at eaves of typical steep-slope roofs, and at entrances.
6. From within the attic, provide openings through existing sheathing and/or provide insulation stops on a unit price basis to ensure free air flow along hallway demising walls as shown on Drawings.

7. Install shingles and underlayment in accordance with drawings and specifications prepared by Huntley Community School District 158.

8. Perform additional work as required to complete the installation to a finished, weather-resistant and fully-functional condition.

2 GENERAL NOTES

1. Perform work shown on Drawings in accordance with these notes and all local, state, and federal codes and regulations.

2. These notes and Drawings shall be complimentary to each other. Neither the Drawings nor these notes shall take precedence over the other. If conflicts arise between requirements of these notes and Drawings, the more stringent, or more costly requirements shall govern.

3. Details for work are based on approximated conditions and dimensions shown on original building Drawings, and Engineer’s limited review of the building. All existing conditions and dimensions shall be verified prior to submission of bids and fabrication of any materials. Notify Engineer immediately if existing conditions are different from those shown on Drawings.

4. Unless otherwise allowed by Owner, maintain all building entrances and exits open during construction.

5. Ensure protection of public and adjacent properties during the course of the work. Sidewalk canopies or other protective devices shall be used to provide a safe environment around and below the work, as required by the Illinois School Code, and other authorities having jurisdiction.

6. The design and details shown on Drawings are intended to comply with the requirements of the 2012 Edition of the International Building Code (IBC).

7. Referenced codes, standards, and specifications refer to the latest editions, unless noted otherwise.
8. In addition to the requirements of these notes, install proprietary materials in accordance with the manufacturer's written instructions. If there are any discrepancies between the manufacturer's written instructions and the Specifications, notify Engineer prior to installation.

9. Obtain all permits required for work shown, prior to start of work.

10. Contractor shall be responsible for the design and construction of all shoring, scaffolding, bracing, falsework, and any other platforms or devices to complete the work shown. A Licensed Structural Engineer retained and paid for by Contractor shall design any such equipment that will impart loads to the building, and the stamped calculations shall be provided to the Engineer for this project. The contractor is also responsible for procuring any and all building permits required for such equipment and materials.

11. Do not exceed roof construction load of 20 pounds per square foot.

12. Verify location, size, and number of vents in field.


3 OUTLINE SPECIFICATIONS

3.1 Carpentry

1. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
   a. Factory mark each piece of lumber with grade stamp of grading agency.
   b. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
   c. Provide dry lumber with 15 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

2. Plywood: ¾-inch thick exterior grade plywood and 48/24 panel span rating in accordance with APA.
3. Screws: Stainless steel self-tapping screws, with minimum embedment length of 1-1/2 inches into wood substrate. Screws shall be minimum No. 10, or larger where shown on Drawings.

4. Nails: Type 304 stainless steel nails meeting ASTM F1667 long enough to penetrate substrate 1-1/4 inches with a minimum nail head diameter of 3/16 inch.

5. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

6. Produce joints that are tight, true, and well secured.

7. Ensure plywood is true and flat. Do not use warped or damaged plywood.

8. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.

9. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood.

10. Roof Sheathing

   a. Install roof sheathing with face ply facing upward, and face grain perpendicular to supporting wood members. Provide roof sheathing that is continuous over a minimum of two spans (three wood members).

   b. Locate panels end joints over wood sleepers. Provide edge support by a minimum of one panel clip per span between wood trusses or rafters. Where panel width is less than 24 inches, provide solid wood blocking along panel end joints.

   c. Allow 1/8-inch clear spacing at panels joints unless otherwise recommended by panel manufacturer.

   d. Screw panel edges to wood trusses at 6 inches on center using No. 10 screws. Screw panels at intermediate supports at 12 inches on center.

11. Cutting Existing Panels for Roof Vent Installation

   a. Where Drawings indicate installation of new roof vents, cut a strip of plywood near the ridge as shown on Drawings. Use a chalk line or a straight edge to
provide a straight cut. Adjust saw blade to avoid cutting into wood members below.

3.2 **Sheet Metal Flashing and Trim**

1. **Sheet Metal Fascia**: 0.040-inch thick prefinished aluminum with Kynar finish, size and color to match existing.

2. **Aluminum Soffit Panels**: Fully ventilated soffit panels with minimum 50 square inches of net free vent area per 12-inch by 36-inch panel, size and color to match existing. Acceptable products:
   a. PAC-750 fully-vented panels by Petersen Aluminum Corporation, [www.pac-clad.com](http://www.pac-clad.com); or
   b. Approved equal.

3. **Fabrication**:
   a. Shop-fabricate sheet metal accurately and to dimensions and shapes shown on approved Shop Drawings.
   b. Finish molded and broken surfaces with true, sharp, straight lines and angles and free from distortion and defects.
   c. Prevent damage to sheet metal finish surfaces during fabrication.
   d. Fabricate shop-fabricated components in sections not exceeding 10 feet in length.
   e. Provide joints within 2 feet of both sides of corners.

4. **Installation**:
   a. Coordinate installation of sheet metal components with roofing system installation and installation of other sheet metal components.
   b. Install shop-fabricated sheet metal in accordance with Drawings and approved Shop Drawings.
   c. Fir sheet metal tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
   d. Finish sheet metal weathertight.
e. Where sealing of exposed sheet metal joints is required, clean metal surfaces and apply sealant in accordance with the sealant manufacturer’s written instructions.

5. Fasteners:
   a. All fasteners associated with sheet metal components shall be stainless steel, unless otherwise noted, size shown on Drawings.
   b. Screws used to secure sheet metal to wood substrate shall be stainless steel, size shown on Drawings, and long enough to penetrate wood substrate a minimum of 1 inch.
   c. Where screw heads will be exposed, use screws with extra wide heads and neoprene washers.
   d. Screws used to secure sheet metal to concrete or masonry shall have a nominal shank diameter of 3/16 inch and an allowable tensile strength of 500 pounds in both materials.

3.3 Miscellaneous

1. High School Rooftop Vent: Rooftop ventilator with minimum 254 square inches of net free vent area. Acceptable products:
   a. Aura Ventilator AV-18, by Active Ventilation Products, Inc., www.roofvents.com; or
   b. Approved equal.

2. Coordinate layout and installation of vents with other roofing system components, and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.

3. Install vents according to manufacturer's written instructions. Use fasteners, separators, sealants, and other miscellaneous items as required for completing vent installation. Install vents to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.

4. Provide openings through existing plywood deck at location of new vents as shown on Drawings.

5. Install flashing in accordance with manufacturer’s printed instructions.
6. Strip in vent deck flanges with rubberized asphalt underlayment on upslope of deck flange.

7. Verify that all manufactured units have been installed in accordance with specifications and details, and will function as intended. Adjust any items where necessary to ensure proper operation.

8. Clean manufactured units using materials and methods approved by manufacturer. Do not use cleaners or techniques which could impair performance of the roofing system.

End of Section 074000
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes cold fluid-applied hybrid roofing systems on insulated metal deck consisting of the following:

1. Removal of existing ballast, pavers, EPDM membrane.
2. Reuse existing insulation. Add one layer of new roof insulation where specified and cover board.
3. Base sheet installation over coverboard.

1.3 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing Manual" for definition of terms related to roofing work in this Section.

1.4 PERFORMANCE REQUIREMENTS

A. General: Provide roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

C. Flashings: Comply with requirements of Division 07 Sections “Sheet Metal Flashing and Trim” and “Manufactured Roof Specialties.” Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:

1. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.

D. Energy Star Listing: Provide roof coating that is listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.

E. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
F. Fire-Resistance Ratings: Where indicated, provide fire-resistance-rated roof assemblies identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1.5 ACTION SUBMITTALS

A. Product Data: Spec data and SDS sheets for each type of product specified.
   1. Indicate Energy Star compliance.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Provide roof plan showing orientation and types of roof deck and orientation of membrane roofing and fastening spacings and patterns for mechanically fastened components.
   1. Base flashings and terminations.
      a. Indicate details meet requirements of NRCA required by this Section.
   2. Crickets, saddles, and tapered edge strips, including slopes.

C. Samples for Verification: For the following products:
   1. 8-by-10-inch (254-by-254-mm) square of fluid-applied hybrid roofing materials, including base sheet.
   2. 8-by-10-inch (254-by-254-mm) square of roof insulation.
   3. 8-by-10-inch (254-by-254-mm) square of cover board.
   4. Example of each fastener.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, Manufacturer, and Roofing Inspector.
   1. Letter written for this Project indicating manufacturer approval of Installer to apply specified products and provide specified warranty.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: To include in maintenance manuals.

B. Warranties: Executed copies of approved warranty forms.

C. Written Field Reports

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years’ experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:
1. Qualified by the manufacturer to install manufacturer’s product and furnish warranty of type specified.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section with UL listed products, with minimum five years experience in manufacture of specified products in successful use in similar applications.

C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer’s compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be:
1. An authorized full-time technical employee of the manufacturer.

D. Roofing Preinstallation Conference:
1. Meet with Owner; roofing materials manufacturer’s representative and technical inspector; roofing Installer including project manager and foreman; and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
2. Review methods and procedures related to preparation, including membrane roofing system manufacturer’s written instructions.
3. Review temporary protection requirements for existing roofing system that is to remain, during and after installation.
4. Review roof drainage during each stage of roofing and review roof drain plugging and plug removal procedures.
5. Review and finalize construction schedule, and verify availability of materials, Installer’s personnel, equipment, and facilities needed to make progress and avoid delays.
6. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-coating.
7. Review HVAC shutdown and sealing of air intakes.
8. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
9. Review governing regulations and requirements for insurance and certificates if applicable.
10. Review existing conditions that may require notification of Owner before proceeding.

1.9 PROJECT CONDITIONS

A. Protect building, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from roofing operations.

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

C. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.
1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner. Hazardous materials will be removed by Owner under a separate contract.

D. Weather Limitations: Proceed with roofing work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
1. Store all materials prior to application at temperatures between 60 and 90 deg. F.
2. Apply coatings within range of ambient and substrate temperatures recommended by manufacturer. Do not apply materials when air temperature is below 50 or above 110 deg. F.
3. Do not apply roofing in snow, rain, fog, or mist.

1.10 WARRANTY

A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.
   1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, roofing accessories, and other components of membrane roofing system.
   2. Warranty Period: 20 years from date of Substantial Completion.

B. Manufacturer Inspection: Manufacturer's technical representative, at the expense of the manufacturer, shall inspect roofs in the, 2,5,10 and 15 years following completion. Manufacturer shall provided written inspection report.

B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
   1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Manufacturer/Product: The roof system specified in this Section is based upon Tremco, Inc. products named in other Part 2 articles. Subject to compliance with requirements, provide the named product or an approved comparable product.

2.2 MATERIALS

A. General: Roofing materials recommended by roofing system manufacturer for intended use and compatible with components of existing membrane roofing system.

B. Temporary Roofing Materials: Selection of materials and design of temporary roofing is responsibility of Contractor.

C. General: Provide adhesive and sealant materials recommended by roofing manufacturer for intended use and compatible with built-up roofing.
   1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
2.3 BASE SHEET MATERIALS

A. Base Sheet: Polyester / glass scrim / glass mat trilaminate reinforcement coated with SBS modified waterproofing asphalt, which meets the requirements of ASTM D 4601, Type II, and the following properties:

1. Thickness: 60 mils, ASTM D 5147.
2. Weight: 38 lb / 100 sq. ft., ASTM D 5147.
5. Tear Strength, minimum, @ 77 deg. F, ASTM D 5147: machine direction, 260 lbf/in.; cross machine direction, 230 lbf/in.
6. Pliability, ½ ": No Failures, ASTM D 146-90.
8. Surfacing stabilizer, max.: 65%, ASTM D 4601-91.

B. Base Sheet Adhesive: Roofing Asphalt ASTM D 312, Type III.

1. Softening Point, ASTM-D 36-86, 195-205 deg. F.
2. Flash Point. Min. 525 deg. F. ASTM D 92-90
3. Equiviscous Temperature 400 – 450 deg. F. ASTM 4402-87

2.4 FLUID-APPLIED ROOFING MEMBRANE

A. Polyurethane Elastomeric Fluid-Applied System: An elastomeric, two-part, bio-based, polyurethane fluid-applied roofing formulated for application to base sheet, with the following minimum physical properties:

1. Aliphatic Urethane Base Coat:
   a. Volatile Organic Compounds (VOC), ASTM D 3960: Not greater than 1 g/L (A+B mix).
   b. Tensile Strength: 1,400 lb / sq. in., ASTM D 412.
   c. Water Vapor Transmission: 0.19 perms, ASTM E96.
   e. Tear Strength: 309 lbf, ASTM D 5147.
   f. Water Absorption: 0.008, ASTM D 471.
   g. Indentation Hardness: 88 Shore A, ASTM D 2240.
   h. Dimensional Stability: less than 0.1 %, ASTM D 5147.
   i. Volume Solids: 100%, ASTM D 2697.
   j. Weight Solids: 100%, ASTM D 1644.
   k. Viscosity: 2,500 – 5,500 cp, ASTM D 2196.

2. Aliphatic Urethane Top Coat:
   a. Volatile Organic Compounds (VOC), ASTM D 3960: Not greater than 6 g/L (A+B mix).
   b. Tensile Strength: 1,400 lb / sq. in., ASTM D 412.
   c. Water Vapor Transmission: 0.19 perms, ASTM E96.
e. Tear Strength: 309 lbf, ASTM D 5147.

f. Water Absorption: 0.008, ASTM D 471.

g. Indentation Hardness: 81 Shore A, ASTM D 2240.

h. Dimensional Stability: less than 0.1 %, ASTM D 5147.

i. Reflectivity: 84%, ASTM C 1549.

j. Emissivity: 87%, ASTM C 1371.


l. Volume Solids: 100%, ASTM D 2697.

m. Weight Solids: 100%, ASTM D 1644.

n. Viscosity: 2,500 – 5,500 cp, ASTM D 2196.


   b. Weight: 3 oz./sq yd.

   c. Elongation: 61.65% (avg., MD and XMD), ASTM D 1682.

   d. Trapezoid (Tear Strength): 16.1 lbs. (avg., MD and XMD), ASTM D 1117

   e. Tensile Strength: 51.1 lbs. (avg., MD and XMD), ASTM D 1682.

   f. Mullen Burst: 176.8 lbs., ASTM D 3786.

2.5 AUXILIARY ROOFING MEMBRANE MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and fluid-applied roofing system.

B. Metal Surface Primer: Single-component, water based primer to promote adhesion of base coat to metal surfaces by roofing system manufacturer.

C. Asphaltic Surfaces Primer: Single-component, multi-substrate primer to promote adhesion of base coat to surfaces recommended by manufacturer by roofing system manufacturer.

D. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing manufacturer for application by roofing system manufacturer.

E. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.

F. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.6 BASE FLASHING SHEET MATERIALS

A. Backer Sheet: Polyester / glass scrim / glass mat trilaminate reinforcement coated with SBS modified waterproofing asphalt, which meets the requirements of ASTM D 4601, Type II.

B. Backer Sheet Adhesive: Roofing Asphalt ASTM D 312, Type III.


2.7 ROOF INSULATION

A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, HCFC-free, with felt or glass-fiber mat facer on both major surfaces. Insulation to be tested to FM 4450 or UL 1256

1. Insulation thickness: 2"

C. Provide preformed polyisocyanurate saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

D. Insulation Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

2.8 INSULATION ACCESSORIES

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with built-up roofing.

B. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.

C. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.

D. Cover Board: ASTM C 1278/C 1278M, cellulosic-fiber-reinforced, water-resistant gypsum substrate, 1/2 inch thick.

E. Cover Board Adhesive: Roofing Asphalt ASTM D 312, Type III

F. Substrate Joint Tape: 6- or 8-inch- (150- or 200-mm-) wide, coated, glass fiber.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.

3.2 PREPARATION

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

B. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

1. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
C. Material, debris, equipment, and other requirements for completion of this project shall be scattered over the roof deck to avoid damage to the structural deck. Contractor assumes full responsibility for loading on the structural deck of roofing materials during all roofing operations. Owner reserves the right to reject any loadings deemed unacceptable.

D. Contractor shall use reasonable care in transporting materials across the finished roof surface. Contractor shall minimize the use of any portion of the completed roof surface. Extreme care shall be taken to prevent damage to any roofing surfaces. Contractor shall protect all existing roof surfaces exposed to any more than casual foot traffic with no less than 1 layer of 1” thick polystyrene insulation directly on the roof surface and 1 layer of minimum 15/32 plywood. Contractor shall make permanent repairs to damaged areas of the existing roofing and flashing where workers have damaged the existing roofing or flashings.

3.3 GENERAL INSTALLATION REQUIREMENTS.

A. Watertight "Tie-in" shall be installed upon completion of each day’s work. The "tie-in" shall be completely water tight so as to protect the insulation and roofing. Completely remove the “tie-in” before beginning the next day’s work.

B. Material, debris, equipment, and other requirements for completion of this project shall be scattered over the roof deck to avoid damage to the structural deck. Contractor assumes full responsibility for loading on the structural deck of roofing materials during all roofing operations. Owner reserves the right to reject any loadings deemed unacceptable, but not be responsible for acceptable loading.

C. Contractor shall use reasonable care in transporting materials across the finished roof surface. Contractor shall minimize the use of any portion of the completed roof surface. Extreme care shall be taken to prevent damage to any new or existing roofing surfaces or materials.

D. Contractor shall maintain the job site in a safe, clean, and orderly fashion at all times. All doors and exits shall be made safe and secure from any possibility of falling debris or danger from any work associated with this project. PROPER AND ADEQUATE ACCESS AND EGRESS TO AND FROM THE BUILDING SHALL BE MAINTAINED AT ALL TIMES. Erect railings and covered passageways as required to prevent injury to people using building entrances.

E. The Contractor shall furnish all required storage enclosures, safeguards, and comply with all safety standards. Storage areas where hazardous or potentially hazardous products or equipment (including kettles) is stored shall be restricted from general access.

F. All equipment shall be erected and supported so that it will not damage the existing structural deck or new roofing.

G. Debris shall be removed in a safe and orderly manner by appropriate means, and all roof debris becomes the property of the roofing contractor. Contractor shall be responsible for the lawful removal and disposal of all trash and debris.

H. Contractor shall employ only orderly and competent workers, skillful in the performance of the type work required.

I. Fire Extinguishers – Contractor shall provide a fire extinguisher within ten feet of welding or soldering event. All fire extinguishers shall be a minimum of 25 lbs.

J. No roofing work shall be performed below 40 degrees, or when the wind chill factor is below 40 degrees, or when rain is eminent. No roofing shall be performed when the average wind is above 25 mph without. No roofing work shall be performed after 30 minutes prior to sundown.
K. The roof deck shall be dry and free from any moisture, ice, or other deleterious materials prior to roofing.

L. All materials susceptible to moisture shall be protected in dry, above ground, watertight storage. ALL ROLL GOODS, INSULATION, CANT STRIP, AND TAPERED EDGE SHALL BE STORED IN WATER TIGHT, ENCLOSED TRAILERS, and these materials shall be loaded onto the roof on a daily basis. All labels shall be intact and legible, clearly showing the product, manufacturer, and other pertinent information.

M. Any materials becoming wet or damaged, including existing materials due to contractor neglect during construction, will be rejected and shall be removed from the job site immediately. Any insulation found to be improperly stored at the job site should be considered wet at the discretion of the Owner and removed from the job site.

N. Substrate: Free of foreign particles prior to laying roof membrane. When inferior or damaged substrate materials are uncovered, it is the responsibility of the contractor to stop work and notify the owner.

O. Traffic and equipment: Kept off completed plies until adhesive has set.

P. Wrapper and packaging materials: Not to be included in roofing system.

3.4 INSULATION INSTALLATION

A. Comply with roofing manufacturer’s written instructions for installing roof insulation.

B. Contractor to take precautions not to damage existing insulation.

C. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.

1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.

D. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.

E. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.

F. Mechanically Fastened Insulation: Install each layer of insulation and secure bottom and top layer (fasten through both layers) to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.

1. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof per ASCE -7. Fasteners shall penetrate the metal deck a minimum of one inch. Fasteners shall not penetrate the deck more than two inches. Reference original drawings to see location of saddles and tapered insulation. Fasten: 1 fastener every 2 sq. feet with 50 percent more on perimeter (if parapet is below 39 inches) and 75 percent more in corners (again if parapet is below 39 inches.

3.5 COVER BOARD INSTALLATION

A. Install gypsum cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction. Butt cover boards together.
1. Set coverboard in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.

3.6 BASE SHEET INSTALLATION

A. Install base sheet starting at low point of roofing. Align base sheet without stretching. Shingle side laps of base a minimum of 4 inches. Shingle in direction to shed water. Extend base sheets over edges and terminate above cants.

1. Embed base sheet in a continuous mopping of roofing asphalt applied at rate required by roofing manufacturer, to form a uniform membrane without ply sheets touching.

B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing and 6 inches onto field of roofing.

C. Install stripping according to roofing manufacturer's written instructions where metal flanges and edgings are set on roofing.

1. Flashing Sheet Stripping: Install flashing sheet stripping in continuous mopping of roofing asphalt and extend onto roofing membrane.

D. Roof Drains: Install base sheet in continuous mopping of roofing asphalt around drain bowl. Base sheet must be installed so that it will be under compression from the clamping ring. Install base coat, fiberglass reinforcement, and top coat over base sheet. Install drain clamping ring and strainer.

3.7 FLUID-APPLIED MEMBRANE APPLICATION, ALL ROOF SECTIONS

A. Base Coat: Applying coating base coat to substrate surfaces in accordance with manufacturer's written instructions. Back roll to achieve minimum wet mil coating thickness as recommended by manufacturer; verify thickness of base coat as work progresses.

1. Mix components together as per manufacturer's instructions.
2. Apply base coat on prepared and primed surfaces and spread coating evenly.
   a. Application Rate: 3 gal./Sq. (48 wet mils) minimum.
3. Embed polyester mat reinforcement into wet base coat. Lap adjacent flashing pieces of polyester mat minimum 3 inches along edges and 6 inches at end laps.
4. Roll surface of polyester reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric, free of pin holes, voids, or openings.
5. Allow base coat to cure prior to application of top coat.

B. Fluid-Applied Flashing Application: Complete base coat and polyester reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane.

1. Extend coating minimum of 8 inches up vertical surfaces and 4 inches onto horizontal surfaces.
2. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of polyester reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.

C. Top Coat: Apply top coat uniformly in a complete installation to flashings and field of roof.

1. Mix components together as per manufacturers instructions
2. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
3. Apply top coat to flashings extending coating up vertical surfaces and out onto horizontal surfaces 4 inches. Install top coat over field base coat and spread coating evenly.
4. Back roll to achieve wet mil thickness as recommended by manufacturer.
   a. Application Rate: 2 gal./Sq. (32 wet mils) minimum
5. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

3.8 FIELD QUALITY CONTROL

A. Roof Inspection: Contractor shall engage roofing system manufacturer's technical personnel to inspect roofing installation, and submit report to the Architect. Notify Architect or Owner 48 hours in advance of dates and times of inspections. Inspect work as follows:

1. Upon completion of preparation of first component of work, prior to application of fluid-applied roofing materials.
2. Following application of fluid-applied roofing materials to flashings and application.
3. Upon completion of re-coating but prior to re-installation of other roofing components.
4. Provide a minimum of two progress field reports per month with photos.
5. Perform all inspections as required by the manufacturer to obtain the specified warranty.

B. Repair fluid-applied membrane where test inspections indicate that they do not comply with specified requirements.

C. Arrange for additional inspections, at Contractor's expense, to verify compliance of replaced or additional work with specified requirements.

3.9 PROTECTING AND CLEANING

A. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.

B. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

C. Upon completion of the roofing work the contractor shall thoroughly clean the area of all trash, debris, dust, dirt, etc. resulting from the contractor's work. In addition, all HVAC units shall be shut off and thoroughly washed with tap water.

END OF SECTION 07 56 00.13
SECTION 07620 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following sheet metal flashing and trim: (all new metal except where indicated on drawings).
   1. Manufactured reglets.
   2. Formed low-slope and steep-slope roof flashing and trim.
   3. Formed wall flashing and trim.
   4. Formed equipment support flashing

1.3 PERFORMANCE REQUIREMENTS

A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.

B. Fabricate and install roof edge flashing and copings capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
   1. Identify material, thickness, weight, and finish for each item and location in Project.
   2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
   3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.

1.5 QUALITY ASSURANCE

A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
B. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
2. Review methods and procedures related to sheet metal flashing and trim.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.

B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.7 COORDINATION

A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

PART 2 - PRODUCTS

2.1 SHEET METALS

A. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.


a. Factory Prime Coating: Where painting after installation is indicated, provide pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat; with a minimum dry film thickness of 0.2 mil (0.005 mm).

1) Color: As selected by Owners Representative

2) Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements of AAMA 2604, except as modified below:

B. Lead Sheet: ASTM B 749, Type L51121, copper-bearing lead sheet.
2.2 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.

1. Nails for Copper Sheet: Copper or hardware bronze, 0.109 inch (2.8 mm) minimum and not less than 7/8 inch (22 mm) long, barbed with large head.
2. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
3. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
5. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.

C. Solder for Lead: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.

D. Solder for Zinc: ASTM B 32, 60 percent lead and 40 percent tin with low antimony, as recommended by manufacturer.

E. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.

F. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

G. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.

H. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

I. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.


2.3 MANUFACTURED SHEET METAL FLASHING AND TRIM

1. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
2. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
3. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.
B. Gutters and Downspouts: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated.

2.4 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.

B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.

C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
   2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.

D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.

E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.

F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.

G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
   1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

2.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof Edge Flashing (Gravel Stop) and Fascia Caps: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Furnish with 6-inch- (150-mm-) wide joint cover plates.
   1. Joint Style: Lap, 4 inches (100 mm) wide.

B. Copings: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and interior leg. Miter corners, seal, and solder or weld watertight.
   1. Joint Style: Butt, with 12-inch- (300-mm-) wide concealed backup plate.
   2. Fabricate copings from the following material:
a. Aluminum: 0.050 inch (1.2 mm) thick.
b. Galvanized Steel: 0.0396 inch (1.0 mm) thick.

C. Counterflashing: Fabricate from the following material:
   1. Aluminum: 0.0320 inch (0.8 mm) thick.
   2. Prepainted, Metallic-Coated Steel: 0.0217 inch (0.55 mm) thick.

D. Flashing Receivers: Fabricate from the following material:
   1. Aluminum: 0.0320 inch (0.8 mm) thick.
   2. Aluminum-Zinc Alloy-Coated Steel: 0.0217 inch (0.55 mm) thick.

E. Roof-Drain Flashing: Fabricate from the following material:
   1. Lead: 4.0 lb/sq. ft. (1.6 mm thick), hard tempered.

2.6 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing: Fabricate from the following material:
   1. Prepainted, Metallic-Coated Steel: 0.0276 inch (0.7 mm) thick.

2.7 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.

   1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
   2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding
rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.

C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.

D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.

E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
   1. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.

F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.

G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
   1. Galvanized or Prepainted, Metallic-Coated Steel: Use stainless-steel fasteners.
   2. Aluminum: Use aluminum or stainless-steel fasteners.
   3. Copper Use copper or stainless-steel fasteners.

H. Seal joints with elastomeric sealant as required for watertight construction.

1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
   2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."

I. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm) except where pretinned surface would show in finished Work.
   1. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.
J. Aluminum Flashing: Rivet or weld joints in uncoated aluminum where necessary for strength.

3.3 ROOF DRAINAGE SYSTEM INSTALLATION

A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.

B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with [elastomeric] [butyl] sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored [gutter brackets] [straps] spaced not more than 36 inches (900 mm) apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
1. Fasten gutter spacers to front and back of gutter.
2. Loosely lock straps to front gutter bead and anchor to roof deck.
3. Anchor and loosely lock back edge of gutter to continuous [cleat] [eave or apron flashing].
4. Anchor back of gutter that extends onto roof deck with cleats spaced not more than 24 inches (600 mm) apart.
5. Anchor gutter with spikes and ferrules spaced not more than [24 inches (600 mm)] [30 inches (750 mm)] apart.
6. Install gutter with expansion joints at locations indicated but not exceeding 50 feet (15.24 m) apart. Install expansion joint caps.
7. Install continuous gutter screens on gutters with noncorrosive fasteners, [removable] [hinged to swing open] for cleaning gutters.

3.4 ROOF FLASHING INSTALLATION

A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.

B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 24-inch (600-mm) centers.
2. Install self-adhering underlayment prior to installation of metal fabrications.

C. Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
1. Interlock exterior bottom edge of coping with continuous cleats anchored to substrate at 24-inch (600-mm) centers.
2. Anchor interior leg of coping with screw fasteners and washers at 24-inch (600-mm) centers.
3. Install self-adhering underlayment prior to installation of metal fabrications.

D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with elastomeric sealant.
1. Secure in a waterproof manner by means of interlocking folded seam or blind rivets and sealant.

E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:

1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

3.5 MISCELLANEOUS FLASHING INSTALLATION

A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.6 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering. Clean and neutralize flux materials. Clean off excess solder and sealants.

B. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.

C. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07620
SECTION 07900 - SEALANTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section provides requirements for the repair, replacement or initial installation of sealant joints to provide a barrier against passage of air and moisture.

1.02 QUALITY CONTROL

A. The Owner reserves the right to cut open joints, to ensure compliance with the specifications, at random locations throughout the job. The Contractor shall be responsible for repairing the test areas:

1. Cut out section of sealant joint at an angle to form watershed surfaces at top and bottom of repair section. Take care not to cut the backer rod or bond breaker tape.

2. Install new sealant and tool to match shape of adjacent joint.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Tremco Inc., Cleveland, OH. or approved equal

2.02 ACCEPTABLE SEALANT

A. For use in masonry to masonry joints or metal to masonry joints: One-part polyurethane sealant conforming to Federal Specification TT-S-00227E, Type 2, Class A, and ASTM C920(86), Type M, Grade NS, Class 25.

1. One-Part Low Modulus General Purpose Sealant.

B. For use in metal to metal joints: One-part polyurethane sealant conforming to Federal specification TT-S-00230C, Type 2, Class A, and ASTM C920(86), Type S, Grade NS, Class 25.

2.03 JOINT BACKER ROD

A. Use only those materials, which are specifically recommended by the manufacturer of the sealant used. Backer rod is to be used to control the depth of sealant and to prevent three-sided bond. Backer rod shall be:

1. Closed cell, non-gassing, expanded polyethylene, complying with ASTM C1330.

2. Non-absorbent and non-staining.
3. Forty (40) percent larger diameter than joint width to provide support during sealer application and tooling.

B. Polyethylene backer rod:
   1. Ethafoam, (by Dow, above).
   2. Sonofoam, (by Sonneborn, above).

2.04 JOINT CLEANER
A. Cleaner: Xylol, toluene or other commercial solvents as recommended by the sealant manufacturer for the specific joint surface and condition.

2.05 JOINT PRIMER
A. Primer: As recommended by the sealant manufacturer for the specific joint surface and condition.

2.06 BOND BREAKER
A. Bond breaker: Polyethylene tape, width equal to joint opening. Provide where backer material is not necessary for depth control, or where a type is used that does not have release properties.

PART 3 - EXECUTION

3.01 EXAMINATION
A. Installer shall:
   1. Examine joint surfaces and backing, including their anchorage to the structure, and conditions under which joint sealer work is to be performed.
   2. Verify that conditions are satisfactory for proper installation of the work. Do not proceed until all unsatisfactory conditions have been corrected.

B. Weather Conditions:
   1. Do not apply sealant if it is raining, misting, or if there is any evidence of moisture at the joint.
   2. Proceed with the Work only when forecasted weather conditions are favorable for proper cure and development of high early-bond strength.
   3. Where joint width is affected by ambient temperature variations, install elastomeric sealants only when temperatures are in the lower third of the manufacturer's recommended installation temperature range. Do not apply sealant if outdoor ambient air temperature is below 45° F.
3.02  JOINT PREPARATION

A. All joints to be sealed shall be cut or ground out to a depth which shall achieve a finished sealant thickness equal to one half (1/2) of the joint width. The total thickness shall be maintained, to include the depth required to properly install the sealant backer rod.

B. The removal of existing mortar or sealant from joints shall be done with suitable tools, in such a manner as to avoid damaging the surface material or the edges of the joint.

C. After the joint has been properly prepared, remove all loose material by brush and/or compressed air.

D. Clean joint surfaces immediately before installation of sealant:
   1. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond of sealant.
   2. Etch concrete joint surfaces as recommended by the sealant manufacturer.
   3. Use clean rags to wipe solvent, not brushes.

E. Prime or seal joint surfaces as recommended by the sealant manufacturer. Do not allow primer/sealer to spill or migrate into adjoining surfaces.

3.03  INSTALLATION OF BACKER ROD, BOND BREAKER TAPE

A. Install the approved backer-rod or bond-backer tape in the joint cavity to prevent three-point bonding of the sealant, which might impair performance of the sealant.
   1. Compress the backer rod material 25% to 50% to secure a positive and secure fit.
   2. Take care to avoid twisting or braiding of the backer rod.
   3. Take care to avoid lengthwise stretching of the backer rod.
   4. Do not leave voids or gaps between ends of backer rod.

B. Install bond breaker strip where depth of joint does not permit the use of backer rod.
   1. Take care to avoid twisting or braiding of the bond breaker tape.
   2. Take care to avoid lengthwise stretching of the bond breaker tape.
   3. Do not leave voids or gaps between ends of bond breaker tape.

3.04  SEALANT APPLICATION

A. General requirements:
1. Sealing materials specified herein shall be used in strict accordance with the manufacturer's printed instructions, and shall be applied only by workmen specially trained or experienced in their use.

2. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets and with complete "wetting" of joint bond surfaces equally on opposite sides.

3. Except as otherwise noted, fill sealant rabbet to a slightly concave surface, flush with adjoining surfaces.

4. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.

5. Surface of sealant shall be smooth and uniform.

6. Install sealant to depths as recommended by sealant manufacturer, but within the following general limitations, measured at center (thin) section of bead.
   a. Fill joints to a depth equal to 50% of the joint width, but not more than 1/2-inch deep or less than 1/4-inch deep.

B. Apply sealant under pressure with hand or power-actuated gun or other appropriate means. Guns shall have nozzle of proper size and shall provide sufficient pressure to completely fill joints as designed.

C. Thoroughly and completely mask all joints where the appearance of sealant on adjacent surfaces would be objectionable.

D. Install the sealant in strict accordance with the manufacturer's recommendations, thoroughly filling joints to the recommended depth.

E. Tool joints to the profile shown on the Construction Drawings. Tooling to be done immediately after sealant application.

3.05 CLEANING

A. Remove masking tape immediately after joints have been tooled.

B. Keep adjacent surfaces clean and free from sealant as the installation progresses. Use solvent or cleaning agent as recommended by the sealant manufacturer.

END SECTION 7900
Roof Replacement Project:
Community School District #158
Huntley High School
13719 Harmony Rd.
Huntley, IL 60142

Roof Areas:
A, C, D, E, I & J

Roof A = 25,375 Sqft.
Roof C = 26,198 Sqft.
Roof D = 864 Sqft.
Roof E = 540 Sqft.
Roof J = 1,148 Sqft.
Total = 54,125 Sqft.

Note: All dimensions are for reference. Bidding contractors have sole responsibility for verifying and submitting bids based on the accuracy of their measurements.

Remove/dispose of pavers in four corner locations.
Roof Analysis Report:
Community School District #158
Huntley High School
13719 Harmony Rd.
Huntley, Il. 60142
Roof Areas: K, X, X1, AA, BB, CC, DD, HH and II

Drawing Title: ROOF PLAN with Projections

Project Notes:
rev. 02-15-16
rev. 02-09-16
rev. 11-04-15

Date: 10-12-15
Sheet Number: RP-2

Note: All areas are for reference. Bidding contractors have sole responsibility for verifying and submitting plans based on the accuracy of their measurements.
Roof Area: JJ

Roof JJ = 14,790 Sqft.

Gutter Edge

NEW LAMINATED SHINGLE AS SPECIFIED
HIGH STRENGTH TRILAMINATE BASE SHEET
SELF-ADHERED ICE & WATER UNDERLAYMENT

Rake Edge Detail

NEW LAMINATED SHINGLE AS SPECIFIED
HIGH STRENGTH TRILAMINATE BASE SHEET
SELF-ADHERED ICE & WATER UNDERLAYMENT

Note: All dimensions are for reference. Bidding contractors have sole responsibility for verifying and submitting bids based on the accuracy of their measurements.

See ventilation specifications for details on ventilating improvement requirements in vents and soffit panel replacements.

Drawing Title:
ROOF PLAN with Projections

Project Notes:
rev. 10-30-15, rev. 02-05-16
rev. 02-15-16, rev. 02-17-16

File: SD158163

Bid Spec for Roof Replacement and Repairs Page 142 of 150
Note: All dimensions are for reference. Building contractors have sole responsibility for verifying and submitting bids based on the accuracy of their measurements.
Roof Replacement Project:
Consolidated School District #156
Chesak Elementary
10310 Reed Road
Lake in the Hills, IL 60156

Drawing Title:
Underlayment Layout

Project Notes:

Bid Spec for Roof Replacement and Repairs Page 144 of 150
STRUCTURAL METAL DECK

POLYURETHANE AND POLYESTER FLUID APPLIED FLASHING

SEAL TOP OF BASE SHEET ABOVE CANT WITH SEAM SEALER

REPAIR ANY DAMAGED MEMBRANE

INSTALL ANY MISSING MEMBRANE.

APPLICATION OF FLUID APPLIED MEMBRANE

POLYURETHANE AND POLYESTER

CONTINUOUS APPLICATION OF

ATTACHED/ADHERED AS SPECIFIED

EXISTING

OVERLAY AS SPECIFIED

Metal Coping Cap Detail

1" MIN.

REUSE EXISTING METAL CAP. PROVIDE NEW BATTEN STRIPS AT ALL END LAPS.

SLOPE INWARD 1" PER 1'

STRUCTURAL METAL DECK

METAL WINDOW FRAME CHANNEL WEEPS TO REMAIN OPEN, 'OUTSIDE' FLASHING

STRUCTURAL METAL DECK

POLYURETHANE AND POLYESTER FLUID APPLIED

SEAL TOP OF BASE SHEET ABOVE CANT WITH SEAM SEALER

SET IN SPECIFIED ADHESIVE

AND REATTACH EPDM OVERLAPPING EDGE OF NEW FLASHINGS BY 1" MIN.

MEMBRANE AND REINFORCING.

WITH 'WB' PRIMER PRIOR TO

APPLICATION OF FLUID APPLIED

REIFORING MEMBRANE. RUN UP SOIL STACK 4' MIN.

FLUID APPLIED POYURETHANE AND POLYESTER

SEAL TOP OF BASE SHEET ABOVE CANT WITH SEAM SEALER

APPLY CONTINUOUS SEALANT

OVER COMMON LOCK SEAMS.

REPLACE ALL BATTEN STRIPS

APPLY CONT. SEALANT BETWEEN BATTEN

Metal Coping Cap Detail

Reglet Mounted Counter Flashing Detail

COLD-APPLIED BASE SHEET TERMINATES

48" X 48" TAPERED INSULATION SUMP

FASTEN SLIP METAL ON EQUIPMENT THAT

USE METAL CAP AS COUNTERFLASHING

ATTACHED/ADHERED AS SPECIFIED

STRUCTURAL METAL DECK

PREVIOUSLY BURNT METAL BEHIND SIDING

CLEAN BOWL AND GRIND TO BARE METAL.

3" STRIPPING

8" - 12" JOINT. FASTEN AND SEAL TO WALL

FASTEN AND SEAL AS SPECIFIED

SEAL TOP OF BASE SHEET ABOVE CANT WITH SEAM SEALER

REMOVE EXPANSION JOINT SKIRT AND REUSE. REUSE EXISTING METAL CAP. PROVIDE NEW BATTEN STRIPS AT ALL END LAPS.

CONTINUOUS WOOD FIBER CANT

WITH APPROVED FASTENERS

TO STRUCTURAL DECK

MECHANICALLY ATTACH

OVER SPECIFIED BASE SHEET

CONTINUOUS APPLICATION OF SEALANT

NEW SHEET METAL COUNTERFLASHING AS SPECIFIED

TO PRIMED SUBSTRATE. SEAL BASE SHEET WITH SEAM SEALER

CUT EXISTING EPDM MEMBRANE AND WRAP OVER TOP TERMINATION OF FLUID APPLIED FLASHING

POLYURETHANE AND POLYESTER FLUID APPLIED MEMBRANE

SEAL TOP OF BASE SHEET ABOVE CANT WITH SEAM SEALER

CONTINUOUS WOOD FIBER CANT

OVERLAY AS SPECIFIED

Curb Detail

LIFT EQUIPMENT TO ALLOW INSTALLATION

OF EXISTING FLASHING MEMBRANE.

REMOVE OLD SEALANT FROM EXISTING REGLET. REPAIR ANY REVEALED DETERIORATION.

NEW 'SLIP' SHEET METAL SURFACE MOUNT COUNTERFLASHING AS SPECIFIED

FASTEN WITH 'TERM' BAR AND SEAL AS SPECIFIED

CONTINUOUS APPLICATION OF SEALANT. DO NOT IMPEDE WEEPS

NEW 'SLIP' SHEET METAL SURFACE MOUNT COUNTERFLASHING AS SPECIFIED

Face Mounted Counter Flashing Detail

Metal Sliding Wall Slip Counter Flashing Detail

Face Mounted Counter Flashing Detail

Non-Wall-Supported Deck Detail

Window Wall Slip Counter Flashing Detail

Equipment Support Detail

Huntley, Il. 60142
13719 Harmony Rd.
Huntley, Il. 60142

Drawing Title:
ROOF FLASHING DETAILS

Project Notes:
rev. 02-05-16
rev. 02-15-16
rev. 02-17-16
Ref. SD15816D

Project Number:

Date: 10-30-15

Sheet Number: D-1
SECTION @ STEEP-SLOPE ROOF

1/4" = 1'-0"
CLOSE EXIST. RIDGE OPENING W/ NEW WOOD BLOCKING, SECURE W/ NO. 10 5D WOOD SCREWS @ EACH TRUSS.

NEW ROOF TOP VENT AT 8'-0" OC, PROVIDE MIN. 18" SQUARE OPENING THROUGH EXIST. SHEATHING, BETWEEN TRUSSES.

INSTALL SHINGLES AND UNDERLAYMENT IN ACCORDANCE W/ SPECIFICATIONS.

EXIST. WOOD TRUSS BEYOND.

EXIST. PLYWOOD SHEATHING TO REMAIN.

SECTION @ RIDGE
1-1/2" = 1'-0"
1. SECTION @ DEMISING WALL

1-1/2" = 1'-0"

2. ELEVATION @ DEMISING WALL

1-1/2" = 1'-0"

INSTALL SHINGLES AND UNDERLAYER IN ACCORDANCE WITH SPECIFICATIONS

EXIST, PLYWOOD SHEATHING, NOTCH MIN. 5" HIGH BY 16" WIDE OPENING ACROSS EVERY OTHER TRUSS SPACE

EXIST, WOOD FRAMING

EXIST, ATTIC BATT INSULATION, VIF

EXIST, WALL BATT INSULATION
SECTION @ EAVES
1-1/2" = 1'-0"

INSTALL SHINGLES AND UNDERLAYMENT IN ACCORDANCE W/ SPECIFICATIONS

20 GA. GALV. INSULATION STOP, SECURE W/ NO. 10 SS SCREWS @ EVERY OTHER TRUSS
MIN. 4½" CLEARANCE ACROSS EVERY OTHER TRUSS SPACE

EXIST. WOOD FRAMING
EXIST. MASONRY VENEER
EXIST. CMU BACKUP
NEW FULLY PERFORATED SOFFIT PANEL

EXIST. PLYWOOD SHEATHING AND WOOD FRAMING TO REMAIN
EXIST. PRE-FIN. ALUM. FASCIA AND GUTTERS TO REMAIN

EXIST. BATT INSULATION
Provide 1½" hem

4" Min.