



CCCRP Justice Public Works Detention Basin

Justice, IL

Trade Package Manual

4/17/2026

Owner

CIS Cook, LLC
3055 Plymouth Road Suite 205
Ann Arbor, MI 48105

Construction Manager

CORE Construction Services of Illinois, Inc.
801 Warrenville Road
Suite 55
Lisle, IL 60532

Architect

Terra Engineering
225 W Ohio Street, Suite 400
Chicago, IL 60654

CORE CONSTRUCTION

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CORE CONSTRUCTION

Prepared by: Nicholas Monreal
CORE Construction
Date: 4/17/2026

SECTION 00 11 13 – ADVERTISEMENT TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders may submit bids for the project as described in this Document. Submit bids according to section 00 21 13 Instruction to Bidders.
- B. Project Identification: CCCRP Justice Public Works Detention Basin
 - 1. Architect Project Number N/A
 - 2. Project Location: 8748 West 82nd Place Justice, IL 60458
- C. Owner:
 - 1. Owner's Representative: Joey Monheit / Design/Construction Director
3055 Plymouth Road Suite 205 Ann Arbor, MI 48105
- D. Architect:
 - 1. Project Architect: Terra Engineering.
225 W Ohio Street, Suite 400 Chicago, IL 60654
- E. Construction Manager:
 - 1. Construction Manager: CORE Construction Services of Illinois, Inc.
801 Warrenville Road, Suite 55
Lisle, Illinois 60532
(309) 404-4700
- F. Project Description: CORE Construction is the Construction Manager for the above referenced project.
- G. We are requesting finalized pricing based on the final bid documents.
- H. Project consists of installing New Detention Pond, landscaping, Earthwork, and Site Utility Work
- I. Construction Contract: Bids will be received for the following Work:
 - 1. Multiple Contract Project consisting of the following prime contracts:
 - a. Bid Package 01 – Site Work
 - 2. Refer to section 00 24 00 BID PACKAGES for additional information

1.2 BID SUBMITTAL AND OPENING

- A. The Owner will receive sealed lump sum bids until the bid time and date at the location given below. The Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. **Bid Date: 5/15/2026**
2. **Bid Time: 2:00:00 PM., CDT**
3. **Attention to: Joey Monheit/ Design/Construction Director**
4. **Submission via buildingconnected.com**

- B. Bids will be thereafter publicly opened and read aloud in a virtual setting utilizing Microsoft Teams.
- C. Bids for the prime bid packages should be submitted buildingconnected.com by the time noted above. The bid should contain only the bid form and the bid security. Bids submitted with letters of clarification or amendments to the bid form shall be subject to rejection. Sub-trades or suppliers to the prime packages noted above shall submit pricing to the prime bidders. A list of prime bidders shall be made available upon request.
- D. Bids for each bid package should include all scope of work outlined for that bid package in section 00 24 00 Bid Packages.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 10% of the bid amount. No bids may be withdrawn for a period of 60 days after the opening of bids.
- B. The bid security shall be addressed to the Owner as follows
CIS Solutions
3055 Plymouth Road Suite 205 Ann Arbor, MI 48105

1.4 PREBID MEETING

- A. Prebid Meeting: Refer to section 00 25 13 – Prebid Meetings
- B. The site may be visited by appointment on any weekday between 8:00 A.M. and 4:00 P.M. until the day of bid opening.

1.5 RFI'S AND SUBSTITUTION REQUESTS

- A. All Requests for Information (RFI's) and Submittals shall be sent via email to:

Name: Nicholas Monreal
Firm: CORE Construction
Address: 801 Warrenville Road, Suite 55, Lisle, IL 60532
Phone: 708-404-1083
Email: nicholasmonreal@coreconstruction.com
- B. All RFI's and Substitution request responses shall be made available to all plan holders via an RFI and Substitution response log which will be distributed via addenda.
- C. Substitution requests shall utilize the substitution request form included in section 00 43 25 Substitution Request Form and provide all request technical information required by section 00 43 25. Substitution requests sent without approved form shall not be considered.
- D. Substitution requests shall comply with requirements of section 01 25 00 – Substitution Procedures

1.6 DOCUMENTS

- A. Online Procurement and Contracting Documents: Obtain access after 3/31/2026, by contacting:

Nicholas Monreal
 CORE Construction Services of Illinois, Inc.
 801 Warrenville Road, Suite 55, Lisle, IL 60532
 Phone: 708-404-1083
 Email: nicholasmonreal@coreconstruction.com

Online access to bid documents via BuildingConnected will be provided to any bidders or suppliers who request access.

1.7 TIME OF COMPLETION

- A. Successful bidder shall begin the Work upon receipt of a Notice to Proceed and shall complete the Work per the requirements in Specification Section 00 31 13 - Project Schedule.

1.8 STIPULATIONS

- A. Owner reserves the right to reject any and all Bids or portion(s) of bid, to waive any irregularities in the Bidding, and award contract in the Owner's best interest.
- B. Selected bidder is required to provide a satisfactory performance bond and labor & material payment bond covering the full performance of the contract, irrevocable letter of credit or other security. The costs of the bonds are to be included in each Bidding Multiple Prime Contractor's bid proposal.
- C. The successful bidder shall be required to comply with all provisions of the acts of the General Assembly of the State of Illinois related to Discrimination, Sexual Harassment, Alcohol Use, Preference to Illinois Workmen, Fair Employment Practices Commission, and Equal Employment Opportunity.
1. Bidder will permit reasonable access for the Owner or Owner's agent to all reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
 2. In the event of the Contractor's or Vendor's noncompliance with the nondiscrimination clauses of this contract, or refusal to furnish information or permit his books, records, and accounts to be inspected, within twenty days from date requested, this contract may be cancelled, terminated, or suspended in whole or in part and contractor may be declared ineligible for further contracts until proof of compliance is approved.
 3. Contractor or Vendor further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Contractor in all contracts or agreements entered into with suppliers of materials for services, contractors, and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
 4. To certify compliance with clauses A through E above, Contractor has completed and submits as a part of this Contract Employment Analysis and Certificate of Fair Employment Compliance.
- D. The successful bidder shall not pay less than the prevailing rates of wages as determined by the Illinois Department of Labor to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12). All Bidding Contractor bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.
- E. Bidding Multiple Prime Contractors shall comply with all applicable laws of the State of Illinois and the United States of America.

1.9 NOTIFICATION

- A. This Advertisement for Bids document is issued by CORE Construction Services of Illinois, Inc.

END OF SECTION 00 11 13

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**1.1 DEFINITIONS**

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement 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 Construction Manager, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to the execution of the Contract.
- B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contractor Documents are applicable to the Bidding Documents.
- C. The Subcontractor is a person or entity submitting a bid for a bid package, performing construction under contracts administered by the Construction Manager and shall be an assigned Subcontractor to the Construction Manager. Subcontractor shall be synonymous with "Bidder" and "Multiple Prime Contractor". The Construction Manager may reassign the Contracts to the Owner if required by law or may refuse assignment if a legal or contractual conflict prevents Construction manager from accepting assignment of any Contract. In such case, the Construction Manager shall manage said Contract in the same manner as Contracts assigned to the Construction Manager. By submitting a bid, Contractors agree they will either accept assignment to the Construction Manager or enter into a contract directly with the Owner (managed by the Construction Manager) using an AIA agreement written for this purpose.
- D. The Construction Manager (CM) is the entity holding the Bid Package agreements with the Bidding Subcontractors and is synonymous with "Contractor".
- E. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract, which modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections.
- F. 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.
- G. 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.
- H. 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 changes in the Work, as described in the Bidding Documents.
- I. 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 and complying with the provisions of section 01 22 00 Unit Prices.
- J. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- K. 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.
- L. A sub-tier contractor is a person or entity performing work under a Subcontractor.

- M. The term “responsible bidder” for construction contracts means a bidder who meets at least all of the following applicable criteria and submits evidence of such compliance:
- a. All applicable laws pre-requisite to doing business in Illinois.
 - b. Evidence of compliance with
 - i. Federal employer tax identification number or social security number (for individuals).
 - ii. Provisions of Section 2000(3) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions.)
 - iii. Certificates of insurance indication the following coverage’s:
 1. Refer 00 50 00b Sample Subcontract Attachment E - Insurance Conditions for required coverage.
 - iv. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages medical and hospitalization insurance, and retirement for those trades as covered in the “Act”.
 - v. Participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training.

1.2 BIDDER'S REPRESENTATIONS

- A. Submission of Bid represents that Bidder:
- a. 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.
 - b. The Bid is made in compliance with the Bidding Documents.
 - c. 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.
 - d. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
 - e. The bidder has included all Provisions contained in Sections 00 and 01 of the Project Manual.

1.3 BIDDING DOCUMENTS

- A. Copies of Bidding Documents will be issued to prospective bidders and will be available for examination at the Architect's office and other offices for the use of prospective sub-bidders, as set forth in 00 11 13 Advertisement to Bid

1.4 INTERPRETATIONS/CORRECTIONS

- A. 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.
- B. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least 72 hours prior to the date for receipt of Bids.
- C. 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.

1.5 SUBSTITUTIONS

- A. Substitution requests shall be submitted in compliance with 00 11 13 Advertisement to Bid
- B. Substitution requests shall be submitted in compliance with Section 01 25 00 – Substitution Procedure

1.6 ADDENDA

- A. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. Addenda will be issued no later than 48 hours prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes the postponement of the date for receipt of Bids.
- D. 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.

1.7 BIDDING PROCEDURE

- A. All blanks on the bid form shall be legibly executed in a non-erasable medium.
- B. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- C. Interlineations, alterations, and erasures must be initialed by the signer of the Bid.
- D. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- E. Each copy of the Bid shall state the legal name of the Bidder and the nature of the 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. Bid forms submitted without a signature shall be considered an incomplete bid.
- F. Bids shall be delivered by the specified time and at the specified location noted in section 00 11 13 Advertisement to Bid.

1.8 BID SECURITY

- A. Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in section 00 11 13 Advertisement to Bid. The Bidder pledges to enter into a Contract with the Contractor on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to enter into a contract.

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

1.9 BIDDER REQUIREMENTS

- A. **This project is not tax-exempt.**
- B. Oracle Payment Management will be utilized by the Contractor for Subcontractor and Supplier billing. **Bidders are required to include applicable costs for Textura fees per section 00 22 00c Oracle-Textura.** Bidders acknowledges the use of the Textura Payment System for all billing and payment processes in accordance with information to be provided by the Contractor. The bidder is responsible for all fees associated with billing and payment applications submitted through the Textura Payment System. Training sessions will be made available upon the written request from the bidder.
- C. The Contractor will be utilizing PROCORE, a web-based software, on this project to maintain project documents including, Contract Documents, RFI's, Submittals, an electronic set of As-Built Documents and other project documents.
 - a. The Subcontractor shall electronically furnish all as-built documents, appropriate warranties and guarantee information, equipment manuals, operations, and maintenance manuals as a condition to and prior to final completion and final payment. A Project within Procore has been created for this project and access will be given to all Subcontractors. All construction documents will be accessible to Subcontractors through the Procore web-based application. It shall be the responsibility of the Subcontractor to electronically as-built the documents in the field in lieu of providing hard copies. It shall also be the responsibility of the Subcontractor to coordinate its work with all other trades, suppliers, and Subcontractors on the Project and to obtain any and all shop drawings, product data, or other documents necessary for the coordination of Subcontractor's work with that of other Subcontractor and suppliers working on the Project. The Contractor shall provide adequate training and support on the Procore web-based application to all Subcontractors.
- D. Bidders shall include all licenses, permits, fees, and inspections required for its Scope of Work unless explicitly stated otherwise. Subcontractor shall coordinate all required inspections associated with Subcontractor's Scope of Work. A 24-hour notice must be provided to the Contractor prior to scheduling any inspections. The Contractor may require a preconstruction quality assurance meeting with the Subcontractor prior to the Subcontractor commencing work on the project. Subcontractor shall work with the contractor to coordinate mock-ups, in-situ mock-ups, and inspections necessary to establish and verify adherence with Owner and designer quality standards and expectations. In the event that the Subcontractor believes the Contract Documents relating to the Subcontractor's Scope of Work are not in accordance with applicable laws, ordinances, codes, or similar regulations, Subcontractor shall promptly report the same to the Contractor and Design Professionals
- E. Refer to section 00 50 00b Sample Subcontract Attachment E - Insurance Conditions for insurance requirements. Subcontractors to include insurance costs as specified with bid.

- F. Refer to section 00 50 00b Sample Subcontract Attachment B - Insurance Conditions for additional subcontractor scope requirements. Subcontractors all costs associated with scope specified in attachment B.
- G. Bidders shall review the site logistics plan and comply with all requirements shown.
- H. Bidder shall review the schedule and provide all labor material and equipment as necessary to comply with the specified dates including acceleration by means of off-time or overtime labor.

1.10 SUBMISSION OF BIDS

- A. 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 bid packager 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.
- B. 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.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bids will not be considered.
- E. Bids received with letters of omission, clarification, or forms other than the bid form included with these bid documents shall not be considered. Refer to Section 00 24 00 Bid Packages for additional information.

1.11 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
- B. 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.
- C. 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.
- D. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.
- E. Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after it has been opened.

1.12 CONSIDERATION OF BIDS

A. OPENING OF BIDS

1. 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.

B. REJECTION OF BIDS

1. 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. A Bid not accompanied by the 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.
2. Bids received after the due date and time specified shall be returned unopened to the bidder.

1.13 ACCEPTANCE OF BID (AWARD)

- A. 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.
- B. The Owner shall have the right to waive informalities and irregularities in a Bid received.
- C. The Owner shall have the right to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests and select the Contractor which is most appropriate to the job requirements.
- B. 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.

1.14 POST-BID INFORMATION

A. SUBMITTALS

1. The Bidder shall, within 48 hours, or as stipulated in the Bidding Documents, after bid opening, furnish to the Owner through the Contractor in writing the following items:
 - a. Confirmation that the bidder has included all specified allowances in section 00 24 00 bid packages for their respective bid package in their base bid price. Failure to include specified allowances shall constitute an incomplete bid which is subject to rejection.
 - b. clarification of any unclear or irregular items on the bidders submitted bid form.
 - c. Lead times for long lead items provided by that bid package.
 - d. Cost breakouts for accounting or other purposes as requested by the Construction Manager
 - e. A designation of the Work to be performed with the Bidder's own forces.
 - f. A listing of any sub-tier subcontractors the bidder is utilizing under their bid package.
 - g. A listing of the names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
 - h. A listing of the 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.
 - i. The information above shall be furnished utilizing the form provided in 00 60 00 Trade Partner Disclosure and Confirmation Form

2. The Bidder will be required to establish to the satisfaction of the Contractor, Architect, and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
3. Prior to the execution of the Contract, the Contractor will notify the Bidder in writing if either the Contractor, Owner, or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Contractor, 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.
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.
5. **Failure to furnish requested items within time-frame specified may result in the bidders proposal being rejected/considered incomplete.**

1.15 PERFORMANCE BOND AND PAYMENT BOND

- A. The Subcontractor shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.
- B. The furnishing of such bonds is hereby stipulated in the Bidding Documents, and the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before the execution of the Subcontract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.
- C. If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.
- D. Bonds shall name the Contractor as the principal obligee and the Owner as an additional obligee. This may be accomplished through the use of a Dual Obligee Rider on the Payment and Performance bond.

1.16 TIME OF DELIVERY AND FORM OF BONDS

- A. The Bidder shall deliver the required bonds to the Construction Manager for review no later than three days following the date of execution of the Contract. Reviewed Bonds shall then be delivered to the Owner. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner and Construction Manager that such bonds will be furnished and delivered in accordance with this Section.
- B. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond, and Payment Bond. Bonds shall be written in the amount of the Contract Sum.
- C. The bonds shall be dated on or after the date of the Contract.
- E. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

1.17 FORM OF AGREEMENT BETWEEN CONSTRUCTION MANAGER AND SUBCONTRACTOR

- A. Upon receipt of bids and award of Bid Packages as described above, the Owner shall assign Bid Package work to the Construction Manager which will hold the contracts with the Bidding Subcontractor. The Agreement for the Work will be the Construction Manager's Subcontract Agreement, a sample copy of which is contained in the Bid Documents (refer to 00 22 00a and 00 22 00b).
- B. The Construction Manager may reassign the Contracts to the Owner if required by law or may refuse assignment if a legal or contractual conflict prevents Construction manager from accepting assignment of any Contract. In such case, the Construction Manager shall manage said Contract in the same manner as Contracts assigned to the Construction Manager. By submitting a bid, Contractors agree they will either accept assignment to the Construction Manager or enter into a contract directly with the Owner (managed by the Construction Manager) using an AIA agreement written for this purpose.
- B. Construction Manager's Subcontract Agreement for each awarded Bid Package shall be sent via email to the awarded bidder's authorized signer who has signed the bid form. Subcontract Agreements shall be sent and executed via DocuSign electronic signature software. DocuSign is a web-based digital transaction management service providing an electronic exchange of contract documents and digital signatures.

1.18 AVAILABLE DOCUMENTS

- A. The following documents shall be made available to bidders upon request and are incorporated into the bidding documents by reference:
- a. CORE Construction Official Safety Manual
 - b. Sample Purchase Order Agreement
 - i. Attachment C - Enumeration of Documents- blank form
 - ii. 000_Additional Documents– Blank Forms
 - 1. Project Info Sheet – Blank Form
 - 2. Billing Process for major Vendors – Blank Form
 - 3. Subtier Info – Blank Form
 - 4. W-9 Form – Blank Form
 - 5. Sub Info Sheet – Blank Form
 - c. Sample Subcontract Agreement
 - i. Attachment C - Enumeration of Documents- blank form
 - ii. Attachment D - Baseline Project Schedule
 - iii. 000_Additional Documents– Blank Forms
 - 1. Project Info Sheet – Blank Form
 - 2. Billing Process for major Vendors – Blank Form
 - 3. Subtier Info – Blank Form
 - 4. W-9 Form – Blank Form
 - 5. Sub Info Sheet – Blank Form

END OF SECTION 00 21 13

SUBCONTRACT PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, that _____ hereinafter called the "Principal", as Principal, and _____ a corporation organized and existing under the laws of the State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto _____ with principal offices located at _____ (hereinafter called as "Obligee"), in the Penal Sum of _____ DOLLARS \$(_____), for the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by _____ for _____ ("Project"); and

WHEREAS, the Principal has entered into a written Subcontract with Obligee, dated _____ in the amount of \$ _____ ("Subcontract Price") to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting generally of _____ ("Subcontractor Work"), which Subcontract is hereby referred to and made a part hereof.

NOW THEREFORE, Principal and Surety are held and firmly bound to Obligee for the payment of the Penal Sum and agree to bind themselves and their respective heirs, administrators, executors, successors and permitted assigns, jointly and severally, firmly as follows:

1. If Principal shall promptly and faithfully perform the Agreement within the time provided therein, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

2. Surety agrees that no change, extension of time, alteration, addition, deletion, amendment, or other modification of the Subcontract, or in the work to be performed, or in the specifications, or in the plans, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications. In addition, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract.

3. Whenever Obligee has declared Principal to be in default of the Agreement, Surety shall, within fifteen (15) calendar days of receipt of Obligee's declaration of default (Investigation Period), respond as follows, failure of which shall be a material breach of this Bond:

- a. Determine the amount for which Surety may be liable and tender the amount to Obligee; or,
- b. Notify Obligee that Surety has elected to complete the Work itself or through its agents or contractors in accordance with the terms and conditions of the Agreement, in a manner acceptable to Obligee, and thereafter promptly begin the Work; or,
- c. Obtain bids or offers from contractors acceptable to Obligee for completing the remaining Subcontract Work in accordance with the terms and conditions of the Subcontract, and upon determination by Obligee and the Surety jointly of the lowest responsible bidder or offeror, arranging for a subcontract between such completion contractor and Obligee, and arranging for new performance and payment bonds for such completion contractor from a surety acceptable to Obligee. Upon acceptance of the completion contractor by Obligee, the Surety shall pay to Obligee the difference between the cost to complete the Subcontract Work and the Subcontract balance, including the cost of obtaining new performance and payment bonds; or
- d. Enter into a takeover agreement with Contractor to undertake Subcontract Work completion; or

- e. Arrange to provide financial and/or other assistance to the Principal (Financing) to assist the Principal with timely completion of the Agreement. This option is subject to Obligee's concurrence, which concurrence may be withheld in Obligee's sole discretion.
- f. Agreeing to pay, within twenty (20) days of receipt of invoice, amounts due Obligee under the terms of the Subcontract for correcting or completing the performance of the Subcontract Work or arranging for such correction or completion.

During the period of Surety's investigation allowed in this Paragraph, Obligee shall have the right, but not the obligation, to perform and correct Principal's Subcontract Work. Any costs incurred by Obligee shall be deducted from the balance of the Subcontract Price as defined in Paragraph 5. Except as provided in Paragraph 6 below, Surety's liability under this Bond shall not exceed, in the aggregate, the Penal Sum of this Bond, as adjusted pursuant to Paragraph 2 above.

4. If Surety remedies the default pursuant to Subparagraph 3(b) or 3(c), then Surety shall also be obligated to pay, within thirty (30) days of receipt of invoice, amounts due to Obligee under the Subcontract for correcting or performing the Subcontract Work after the declaration of default and prior to Surety remedying the default.

5. Upon commencement of the remedy of the default as set forth in Paragraph 3, Obligee shall make available as the Subcontract Work progresses and as amounts become due and owing under the terms of the Subcontract, the Balance of the Subcontract Price. The term "Balance of the Subcontract Price" as used in this Bond, shall mean the Subcontract Price, including any amendments thereto executed as of the date of termination, less the amount paid by Obligee to Principal in accordance with the terms of the Subcontract, and less any other amounts for which Principal or Surety is liable to Obligee under this Bond.

6. If Surety fails to remedy the Principal's default in accordance with Paragraph 3, then Surety shall pay Obligee all attorneys' fees and costs incurred by Obligee in enforcing Surety's obligations hereunder, and such obligation shall be in addition to and not subject to the Penal Sum of this Bond, notwithstanding the limitation set forth in Subparagraph 3.

7. In the event of a dispute between Surety and Obligee related to the Subcontract or to this Bond, the dispute shall be resolved by the dispute resolution procedures set forth in the Subcontract. Surety shall be bound by any decision or ruling issued in any proceedings relating to the Subcontract involving Obligee and Principal concerning the Principal's obligations under the Subcontract.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SUBCONTRACTOR AS PRINCIPAL

Company:

By: _____
Its: _____

SURETY

Company:

By: _____
Its: Attorney in Fact

Business Address:
(Impress Corporate Seal)

Bond # _____

SUBCONTRACT PAYMENT BOND

KNOW ALL BY THESE PRESENTS, that _____ hereinafter called the "Principal", as Principal, and _____ a corporation organized and existing under the laws of the State of _____ hereinafter called the "Surety", as Surety, are held and firmly bound unto _____ with principal offices located at _____ (hereinafter called "Obligee"), in the Penal Sum of _____ DOLLARS (\$ _____), for the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by _____ for _____ ("Project"); and

WHEREAS, the Principal has entered into a written Subcontract with Obligee, dated _____ in the amount of \$ _____ ("Subcontract Price") to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting generally of _____ ("Subcontractor Work"), which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly make payment to all Claimants as hereinafter defined, for all labor, material and equipment used or reasonably required for use in the performance of the Subcontract, and any and all change orders or modifications issued to said Subcontract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. The purpose of this Bond is, in part, to indemnify and defend Obligee and its surety (if any) for any claim to and/or for payments made by Obligee or its surety, whether due to a lien or payment bond claim or otherwise, to any Claimant, as defined herein, upon the failure of Principal or Surety to make such payment. Such defense and indemnification shall include all legal expenses necessarily incurred by Obligee or its surety in connection with such payments, which legal expenses shall be due and owing to Obligee in addition to, and not as a part of, the Penal Sum of this Bond.
2. Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications. In addition, the Penal Sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract.
3. A Claimant is defined as one supplying labor, material and/or equipment, used or reasonably required for use in the performance of the Subcontract, labor, material and equipment being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment directly applicable to the Subcontract. Although possessing the right to file a lien or statutory bond claim is not required to meet the definition of Claimant under this Bond, Claimant is further defined as anyone possessing a right to file a lien or statutory bond claim on the Project arising out of the Subcontractor's work.
4. The above-named Principal and Surety hereby jointly and severally agree that every Claimant as herein defined, who has not been paid amounts due for labor, material or equipment used or reasonably required for use in the performance of the Subcontract may recover such amounts from Surety under this Bond. Surety and not Obligee shall be liable for the payment of any costs or expenses that may be incurred by a Claimant in recovering amounts due under this Bond.
5. The Penal Sum of this bond shall be reduced by and to the extent of any permitted payment or payments made by Surety hereunder.
6. In the event of a dispute between Surety and Obligee related to the Subcontract or this Bond, the dispute shall be resolved by the dispute resolution procedures set forth in the Subcontract. Surety shall be bound by any decision or ruling issued in any proceedings relating to the Subcontract involving Obligee and Principal concerning the Principal's obligations under the Subcontract.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal) (Seal)

(Business Address)

Witness:

By _____
Or Secretary's Attest

(Signature and Title)

(Surety) (Seal)

(Business Address)

Witness:

By _____
Or Secretary's Attest

(Signature and Title)

Bond # _____

Agent/Broker Name, Address, Phone & Email:



SUBCONTRACT AGREEMENT

THIS SUBCONTRACT made this ____ day of MONTH, YEAR by and between CORE Construction, Services of Illinois, Inc., an Illinois Corporation, 601 SW Water Street, Peoria, Illinois 61602 PHONE: (309) 404-4700, ELECTRONIC MAIL: timbassett@coreconstruction.com, herein referred to as the "Contractor", and **Subcontractor Name, Address, City, State, Zip. PHONE: 000 000-0000, ELECTRONIC MAIL:** _____, (License No. N/A), herein referred to as the "Subcontractor".

Subcontractor shall be deemed to have accepted the terms of this Subcontract upon commencing performance of any portion of the Subcontract Work as defined herein or in the absence of any objections in writing delivered to Contractor within fifteen (15) days of Subcontractor's receipt of this Subcontract.

The parties agree as follows:

SECTION ONE CONTRACT DOCUMENTS

Subcontractor shall perform Subcontract Work as defined herein at Project Name located at Project Address, City, State, Zip, herein referred to as the "Project", for Owner's Name, herein referred to as the "Owner", at Owner's Address, City, State, Zip. The Subcontract Work shall be in accordance with the Owner-Contractor agreement, the general conditions, supplementary general conditions of the contract between Owner and Contractor (collectively the "Prime Contract"), all drawings and project manuals, any addenda issued prior to execution of this Subcontract, and alternates as prepared by Architect's Name, herein referred to as the "Architect", all of which general conditions, supplements to the general conditions of the contract between Owner and Contractor, supplements to the Owner and Contractor agreement, drawings and project manuals (hereinafter "Contract Documents"), form a part of the contract between Owner and Contractor dated Day Month, Year and hereby become a part of this Subcontract as though fully set forth in this Subcontract. All documents referenced above are available for inspection and copying by Subcontractor at its expense upon written request. Contractor reserves the right to make reasonable redactions to the Prime Contract. In the event of conflict between terms of the Contract Documents and this Subcontract, the terms of the Subcontract shall take precedence and govern the relationship between Contractor and Subcontractor.

SECTION TWO SCOPE OF SUBCONTRACT WORK

Subcontractor agrees to furnish all labor, materials, equipment, tools, scaffolding, hoisting, supervision, licenses and permits, clean-up, haul off of debris, and all other services necessary to timely and fully complete in a workmanlike manner **Bid Package #01- Site Work** in accordance with this Subcontract; Exhibit A – Subcontract General Conditions, and in compliance with any applicable items described on Addendum 1 - State Specific Provisions, and on Attachment "A" – Scope of Work; Attachment "B" – General Provisions; Attachment "C" – Enumeration of Documents; Attachment "D" – Schedule; Attachment "E" – Insurance Conditions, and all work reasonably inferable therefrom as necessary to produce the results intended, collectively referred to as the "Subcontract Work."

SECTION THREE PAYMENT

Subcontract Price. In accordance with this Section, Contractor agrees to pay Subcontractor for the performance of this Subcontract, the Subcontract Price of **DOLLAR AMOUNT and No/100 Dollars (\$00.00)**, subject to additions and deductions for changes in the work as agreed upon or determined, as herein provided. After receipt of payment from Owner, Contractor will pay Subcontractor each month the amount which Subcontractor has earned less retainage in an

amount equal to ten percent (10%) of the value or that retainage which is allowed by the Prime Contract or the applicable state law , whichever is less. Payments shall be computed on the basis of the quantity, as approved by Owner or Owner's representative, of the Subcontract Work performed herein, less the aggregate of previous payments.

SECTION FOUR BONDS

Performance and/or Payment Bond. If required by Attachment A, Scope of Work, Subcontractor shall be required to provide a performance bond and payment bond in the amount of the Subcontract Price from a bonding company with an A.M. Best rating of A or better; acceptable to Contractor and holding a certificate of authority to transact surety business issued by the appropriate governmental agency where the Project is located, and any such bonds shall not be executed by an individual surety. All such bonds shall remain in effect through and including the Warranty Period. The bonds are to be provided within seven (7) days before Subcontract Work begins and, in a form, acceptable to Contractor. If bonds are not furnished within the time provided, Contractor shall have option to terminate the Subcontract. Contractor reserves the right to demand a replacement bond or other security in the event: 1) the surety is deemed in rehabilitation or liquidation, or 2) if the A.M. Best rating of the surety drops by two or more degrees. The replacement bond shall have an A.M. Best rating of A or better, or alternate security may be provided at Contractor's discretion in the form of a letter of credit from a secured financial institution.

SECTION FIVE NOTICE INFORMATION

Notices. Any notices or other communications required or permitted by this Subcontract shall be sufficiently given if in writing and (i) delivered personally and to individuals executing this Subcontract at the address above, (ii) sent by certified mail, return receipt requested, postage prepaid, (iii) sent by overnight express mail, addressed as shown above, or to such other address as the party concerned may substitute by written notice to the other; and/or (iv) sent by electronic mail to the email address provided above, on Attachment "A", or as otherwise designated in writing. All notices personally delivered or sent by electronic mail to a correct address shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date seven (7) days (excluding Sundays and Holidays) immediately following date of deposit in the U.S. Mail. Provided, however, the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt.

WHEREFORE, the parties have entered into this Subcontract as of the day and year first written above.

CONTRACTOR:

CORE Construction Services of Illinois, Inc.

By: _____

Its: _____

Date: _____

SUBCONTRACTOR:

Subcontractor Name

By: _____

Its: _____

Date: _____



EXHIBIT A SUBCONTRACT GENERAL CONDITIONS

SECTION ONE PAYMENT

1.1 Timely Payments. Provided that Subcontractor has satisfied all the requirements for payment set forth in this Subcontract, progress payments will be made to Subcontractor within seven (7) days after the Contractor receives payment for such work from Owner. If Contractor receives payment from Owner for less than the full value of materials delivered to the site but not yet incorporated into the Subcontract Work, the amount due to Subcontractor on account of such materials delivered to the site shall be proportionately reduced. No payment to Subcontractor shall operate as approval or acceptance of the Subcontract Work. Upon complete and timely performance of the Subcontract Work, submission of all required documentation including written warranties, if required, lien releases and waivers in compliance with applicable state law, and final approval and acceptance of the Subcontract Work by Contractor and Owner, Contractor will make final payment to Subcontractor of the balance due under this Subcontract within seven (7) days after full payment for such Subcontract Work has been received by Contractor from Owner or in accordance with the laws of the state in which the Project is located, whichever is longer.

1.2 Schedule of Values. A Schedule of Values that allocates the Subcontract Price among the various items comprising the Subcontract Work shall be provided by Subcontractor for Contractor's acceptance, and for Owner's acceptance if required by the Prime Contract before Subcontractor's first application for payment. Upon acceptance, the Schedule of Values shall become a part of this Subcontract and shall not be changed without Contractor's written approval.

1.3 Deductions. Upon giving Subcontractor written notice, Contractor may deduct from any amount due or to become due to Subcontractor any sum or sums owed by Subcontractor to Contractor. In the event of any breach by Subcontractor of any provision or obligation of this Subcontract, or in the event of the assertion by other parties of any claim or lien against Owner, Contractor and/or Contractor's Surety, arising out of or related to Subcontractor's performance of this Subcontract, Contractor shall have the right to retain out of any progress, final or other payments otherwise due under this Subcontract or any other agreement between the parties now or hereafter in force, an amount sufficient to completely protect Contractor from any and all loss, damages or expenses, until the situation has been satisfactorily remedied or adjusted by Subcontractor as reasonably determined by Contractor. Contractor also reserves the right at its option, upon written notice, to make payment by checks payable jointly to Subcontractor and its employees, agents, subcontractors, materialmen, and suppliers, or any of them, when Contractor deems it advisable and, in any event when Subcontractor cannot provide unconditional lien waivers from any such persons or entities. Upon giving Subcontractor seven (7) days' written notice to provide acceptable lien and claim waivers, and upon failure to comply by Subcontractor, Contractor also reserves the right to make any payment directly to Subcontractor's laborers, subcontractors, materialmen, suppliers, union or union trust funds (for fringe benefits and other payments due under collective bargaining agreements, if any), or as enumerated in Addendum "1," and to deduct the amount of such payment from amounts owed to Subcontractor under this or any other agreement. In all instances in which Contractor avails itself of one or more of the steps set forth in this section, Contractor shall provide notice to Subcontractor of the action taken and the reasons for doing so.

1.4 Applications for Payment. Subcontractor shall submit applications for payment on a monthly basis and shall follow all procedures as directed by Contractor for preparation and submission of applications for payment, including but not limited to any electronic billing procedures. Contractor shall not be obligated to release funds to Subcontractor until all requirements of any such procedures have been met, including but not limited to, evidence of Subcontractor's compliance with the insurance provisions within "Attachment "E" – Insurance Conditions" of this Subcontract. Subcontractor's applications for payment shall be itemized and supported by the Schedule of Values and any other substantiating data as

required by the Contract Documents and this Subcontract. Subcontractor shall submit its applications for payment by the time established by the Contractor's Project Manager, but in no event later than seven (7) days before Contractor's payment application is due to Owner. In the event Subcontractor fails to prepare and present to Contractor the payment application in a timely manner or prepares and presents to Contractor an incomplete or improper application, Contractor shall not be required to make progress payments for said month and may defer such payment to the following month provided Subcontractor then provides a timely and appropriate payment application.

1.5 Payrolls. If required by the Contract Documents, payrolls and affidavits covering all labor performed by Subcontractor for the Subcontract Work, and other required information concerning Subcontractor employees, will be submitted directly to Contractor. If required, weekly payrolls and affidavits of Subcontractors shall be submitted in the format described in the Contract Documents within three (3) days after the normal weekly payday. Payrolls must set out accurately and completely, the name, exact occupation, hourly wage rate, hourly overtime wage rate, hours worked each day, total regular and total premium time hours worked each week, gross pay, deductions (listed separately and clearly identified), and net amount paid to each employee, together with any other information required by the Contract Documents.

1.6 Payment for Stored Materials. When permitted by the Contract Documents, payments may be requested for materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Subcontract Work. If approved in advance and in writing by Contractor, payment may similarly be requested for materials and equipment suitably stored off the site at an agreed upon location and shall include the costs of applicable insurance, storage, and transportation to the site. Payment for materials and equipment stored on or off the site shall be subject to Section 1.12 of this Subcontract and shall be further conditioned upon compliance by Subcontractor with procedures satisfactory to Contractor and Owner to establish title to such materials and equipment or otherwise to protect Contractor's and Owner's respective interests.

1.7 Title to Work. Subcontractor warrants that title to all work, materials, and equipment covered by an application for payment will pass to Owner no later than the time of payment. Subcontractor 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 Contractor shall, to the best of Subcontractor's knowledge, information, and belief, be free and clear of liens, claims, security interests or encumbrances.

1.8 Payroll Taxes. Subcontractor agrees that the failure to reflect tax withholdings from employees on required documentation shall be a material breach of this Subcontract and, as a further condition precedent to Contractor's obligation to make any payment to Subcontractor, no payment shall be due and owing to Subcontractor until such time as proper documentation is received by Contractor. In the event Subcontractor uses independent contractors (as defined by the Internal Revenue Service), a valid and enforceable independent contractor agreement shall also be required.

1.9 Lien Waivers. In exchange for and as a further condition precedent to payment from Contractor, Subcontractor shall provide, in a form satisfactory to Contractor and as required by applicable law, lien releases and claim waivers in the amount of and through the date of the application for payment from Subcontractor and its sub-subcontractors, materialmen and suppliers. Subcontractor shall provide conditional lien waivers for the current month before payment is received followed by unconditional lien waivers in the next application for payment. Alternatively, if the Textura payment system applies to the Subcontract Work, unconditional lien waivers in compliance with the Textura payment system and applicable law shall be required with the application for payment. Subcontractor shall pay for all materials furnished and work and labor performed for Subcontractor under this Subcontract.

1.10 Withholding of Progress Payments. Contractor may withhold monthly progress payments, in whole or in part, in order to protect Contractor and/or Owner from loss because of: (i) unsatisfactory prosecution of the Subcontract Work; (ii) failure of Subcontractor to make payments properly to its sub-subcontractors, materialmen or suppliers or to make payments for labor (including customary fringe benefits and payments due under collective bargaining agreements, payments due or obligated to be paid to any union, or payments due or obligated to be due to any trusts affiliated with any

union), materials or equipment, transportation or shipping costs, taxes, fees or any other charges arising out of or related to the Subcontract Work; (iii) reasonable doubt that the Subcontract Work can be completed for the then remaining unpaid balance of the Subcontract Price; and/or (iv) any other conditions which arise in connection with the Subcontract Work which, in Contractor's reasonable opinion, will result in loss to Owner and/or Contractor. Contractor shall provide notice to Subcontractor in accordance with applicable law should Contractor withhold all or a portion of a progress payment.

1.11 Retained Percentage. None of the terms of payment provided in this Subcontract shall require Contractor to make payments in an amount that would leave an insufficient balance to cover the retained percentage as referenced in Section 3 of this agreement.

1.12 Condition Precedent to Payment. Notwithstanding anything in this Subcontract to the contrary, Subcontractor agrees that a condition precedent to payment by Contractor to Subcontractor of any payment required under this Subcontract is that Owner shall have first paid the payment applied for to Contractor for the amount of the Subcontract Work, and that payment for either progress payments or for final payment and/or for release of any retention is not due and owing to Subcontractor as provided in this Subcontract until Owner has made such payment to Contractor. Subcontractor further recognizes and acknowledges that all payments to Subcontractor will be made solely out of funds actually received by Contractor from Owner for the Subcontract Work. Subcontractor further acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to Contractor for all or a portion of the Subcontract Work. In addition, if Contractor has provided a payment bond, no payment shall be due from Contractor's surety, nor shall any claim under any such payment bond exist in favor of Subcontractor, unless and until the conditions set forth in this Section have been satisfied.

1.13 Final Payment. Subject to Section 1.12, final payment, constituting the entire unpaid balance of the Subcontract Price, will be paid by Contractor to Subcontractor within seven (7) days or any longer period under applicable law from Contractor's receipt of payment from Owner for the Subcontract Work and when all of the following have occurred: (i) the Subcontract Work has been fully completed, including all Punch List items; (ii) the final approval of the Subcontract Work is provided by Owner and, as applicable, the Architect or Engineer; (iii) Subcontractor has submitted a complete and proper final application for payment; (iv) Contractor has received unconditional lien releases and waivers in a form satisfactory to Contractor from Subcontractor and from each sub-subcontractor, material supplier, and person providing labor, materials, or equipment to the Project for or on behalf of Subcontractor; (v) the Subcontract Work has passed all applicable government and regulatory inspections; (vi) Subcontractor has provided Contractor with copies of all applicable written warranties, maintenance and operational information and as-built drawings pertaining to the Subcontract Work; (vii) Subcontractor has fully complied with the Contract Documents; and (viii) Subcontractor has provided a written consent of its surety to final payment, if bonds have been provided by Subcontractor.

1.14 Independent Contractor. Subcontractor is an independent contractor. Subcontractor agrees to defend, indemnify, and hold harmless Contractor and to reimburse Contractor for any expense or liabilities incurred under applicable unemployment statutes in connection with employees of Subcontractor, including a sum equal to benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to Contractor pursuant to any state unemployment compensation statute.

SECTION TWO

PROSECUTION OF WORK AND DELAYS

2.1 Generally. Subcontractor shall begin the Subcontract Work in accordance with the Project Schedule promptly after receipt of written notice from Contractor to proceed. Subcontractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of the Subcontract Work in a proper and diligent manner whenever such work or any part of it, becomes available, or at such other time or times as Contractor may direct. Subcontractor shall not subcontract any portion of the Subcontract Work without advance written notice to and receipt of written permission

from Contractor. Subcontractor shall promote the general progress of the entire construction, and shall not, by delay or otherwise, interfere with or hinder the work of Contractor or of any other subcontractor. Any materials that are to be furnished by Subcontractor shall be furnished in sufficient time to enable Subcontractor to perform and complete the Subcontract Work within the times provided for herein. Subcontractor shall notify Contractor of any major deliveries associated with Subcontractor's Scope of Work a minimum of seven (7) days in advance. Subcontractor shall review and approve all value engineering and value-added changes with Contractor before communicating with Owner or Architect. Subcontractor shall coordinate the Subcontract Work with that of all other subcontractors, suppliers, and contractors working on the Project and shall obtain any and all shop drawings, product data, or other documents necessary for such coordination.

2.2 Time is of the Essence. It is hereby further understood and mutually agreed that the beginning, rate, progress, and the time for completion of the Subcontract Work are essential conditions of this Subcontract. It is further agreed that time is of the essence of the performance of the Subcontract Work.

2.3 Scheduling. Subcontractor will at all times keep itself fully informed as to the Project schedule established by Contractor. Subcontractor will faithfully prosecute the Subcontract Work, at such times and in such order as Contractor may consider necessary to keep the Subcontract Work sufficiently in advance of the other parts of the Project to avoid any delay in the completion of the Project as a whole. Subcontractor acknowledges that Contractor will have the right to decide the time or order in which the various portions of the Subcontract Work will be performed. Subcontractor will provide daily progress reports accurately recapping the progress of the Subcontract Work and shall notify Contractor of any issue that may impact the schedule, including, when necessary, a recovery schedule specific to the Subcontract Work. Subcontractor agrees and acknowledges that the Project schedule, as established by Contractor, may be reasonably changed by Contractor. Upon request by Contractor, Subcontractor will furnish to Contractor, in writing, a schedule covering the Subcontract Work. Such schedule will show in detail the procurement, submittals, shop drawings, fabrication, delivery dates and installation activities of all major components of the Subcontract Work. Subcontractor agrees to update such schedule and to meet with Contractor monthly, or more frequently as reasonably required by Contractor.

2.4 Delays. If Subcontractor neglects, fails, or refuses to complete the Subcontract Work within the time specified in the Project schedule, Subcontractor acknowledges that Contractor will be damaged and the damages that may be incurred by Contractor will be reimbursed by Subcontractor. Therefore, Subcontractor agrees that Subcontractor shall be liable to Contractor for, and that Contractor may withhold or deduct from, any payments due or that may become due or that otherwise would be due to Subcontractor under this or any other agreement, the amount of any and all liquidated damages that may be assessed against Contractor by Owner which are, in whole or in part, attributable to or caused by Subcontractor's failure to furnish the materials and/or perform the Subcontract Work within the time fixed or in the manner provided for herein, as determined by Contractor in its discretion, reasonably exercised, as well as any actual damages sustained by Contractor as a result of any Subcontractor delay in completion of the Subcontract Work. Contractor's actual damages shall be subject to any provision in the Prime Contract that waives consequential damages or otherwise limits Contractor's damages.

2.5 Subcontractor Obligations. Subcontractor agrees that all Subcontract Work as set forth in the Contract Documents will be performed strictly in accordance with the Subcontract Documents and in accordance with the highest standards of construction quality consistent with the nature of the Project. Subcontractor shall cooperate fully with Contractor and other subcontractors performing work on the Project. Subcontractor shall perform the Subcontract Work in accordance with and subject to each of the provisions of the Prime Contract to the full extent that each such provision is applicable to the Subcontract Work, including, but not limited to, requirements imposed by Owner's lender (when applicable).

Subcontractor has included all licenses, permits, fees and inspections required for its Scope of Work unless explicitly stated otherwise. Subcontractor shall coordinate all required inspections associated with Subcontractor's Scope of Work. A 24-hour notice must be provided to Contractor prior to scheduling any inspections. Contractor may require a preconstruction quality assurance meeting with Subcontractor prior to Subcontractor commencing Work on the Project. Subcontractor shall

work with Contractor to coordinate any preconstruction reviews, mock-ups, in-situ mock-ups, and inspections necessary to establish and verify adherence with Owner and designer quality standards and expectations.

2.6 Inspection. Subcontractor shall notify Contractor of any and all items shown in the Contract Documents related to the Subcontract Work that do not meet general code requirements or are not in accordance with applicable laws, ordinances, or similar regulations. Subcontractor shall review Project site conditions to ensure they are acceptable for the performance of the Subcontract Work. If any part of the Subcontract Work depends on proper execution by or the results of the work of Contractor, any other subcontractor or any other separate contractor on the Project, Subcontractor shall inspect and promptly report to Contractor any apparent discrepancies or defects in such work that renders it unsuitable for the Subcontract Work. Failure of Subcontractor to so inspect and report shall constitute an acceptance by Subcontractor of the work of the Contractor, other subcontractor(s) or other separate contractor as fit and proper to receive the Subcontract Work.

2.7 Contractor Responsible Representative. Contractor shall designate one or more persons in writing who shall be the Contractor's responsible representative(s). Such responsible representative(s) shall be the only person(s) Subcontractor shall communicate with regarding, and who has the authority to provide, instructions, orders and/or direction.

2.8 Subcontractor Responsible Representative. Subcontractor shall designate a responsible representative in writing who shall be present on the Project site at all times when the Subcontract Work is being performed. The Subcontractor representative shall be in charge of scheduling, quality control, and safe execution of the Subcontract Work and shall attend all required meetings held at the Project site. The Subcontractor representative shall be authorized to receive and proceed with instructions from Contractor's on-site representative, and to sign any extra work orders or back charges that occur during the Subcontract Work. Subcontractor may also designate in writing another representative to sign any extra work orders or back charges. Once assigned to the Project, no Subcontractor representative shall be replaced without the written permission of Contractor. To be acceptable to Contractor, any replacement Subcontractor representative must have an understanding of and ensure all quality control measures and procedures will be met, including, if required additional mock-ups.

2.9 Correction of Work. Any Subcontract Work that does not conform to the Contract Documents, industry standards, laws and applicable building codes, or any finish work that is flawed shall be corrected in a timely manner by whatever means necessary, whether observed before or during any warranty period. Further, Subcontractor shall correct at its own expense any nonconforming Subcontract Work for which it is responsible including, without limitation, damage to the work of any other subcontractor caused by Subcontractor. If Subcontractor refuses to comply after three (3) Working Days' notice, Subcontractor shall be responsible for all costs incurred to correct the Subcontract Work and Contractor may also exercise any additional remedies available under Section 6 of this Subcontract.

2.10 Time Extensions. If performance of the Subcontract Work is delayed or interfered with for any reason beyond Subcontractor's control, and without Subcontractor's fault or responsibility, including acts of God, fire, terrorism, war, earthquakes, epidemics, or pandemics, Subcontractor may request an extension of time, as hereinafter provided, but shall not be entitled to any increase in the Subcontract Price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the Prime Contract entitles Contractor to compensation for such delays and then only to the extent of any amount that Contractor may, on behalf of Subcontractor, recover from Owner or other responsible party for such delays.

As to any delays or interferences caused by or resulting from Owner, Subcontractor shall similarly not be entitled to any increase in the Subcontract Price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the Prime Contract entitles Contractor to compensation for such delays and then only to the extent of any amount that Contractor may, on behalf of Subcontractor, recover from Owner or other responsible party for such delays.

Subcontractor acknowledges and agrees that an extension of time will be permitted for a delay only to the extent that such delay (i) is not caused, or could not have been reasonably anticipated by Subcontractor, (ii) could not be limited or avoided by Subcontractor providing notice to Contractor sufficiently in advance to permit Contractor to provide timely notice to Owner of the delay, and (iii) adversely affects the critical path construction sequence. Notwithstanding the foregoing, a time extension shall only be granted for a delay that is in excess of one (1) day. In addition, no allowance for an extension of time, for any cause whatever, shall be claimed by Subcontractor, unless Subcontractor shall have made a written request to Contractor for such extension within three (3) days after the cause of such extension occurred, or if the Prime Contract provides for a shorter period, within sufficient time to permit Contractor to give notice to Owner within the time allowed by the Prime Contract for such notice.

2.11 Submittals/Shop Drawings/Approvals. All submittals and shop drawings of Subcontractor shall be submitted for approval of Architect or Engineer through Contractor and all other communications between Subcontractor and Architect, Engineer, or Owner with respect to Subcontract Work shall be transmitted through Contractor. All submittals and shop drawings shall be delivered to Contractor within twenty-five (25) days after the date of this Subcontract unless (i) the Project schedule indicates an earlier delivery or (ii) the Contract Documents or General Provisions require an earlier delivery, and if so required, Subcontractor shall deliver submittals and shop drawings in a time appropriate to sustain the progress of the schedule and meet the requirements of the Contract Documents. Subcontractor shall coordinate its submittals with that of any other subcontractors and material suppliers whose work is related to, or which impacts or is impacted by the Subcontract Work. Subcontractor is responsible for the coordination, accuracy, and completeness of each of its submittals. Each shop drawing and/or product data sheet shall be stamped by Subcontractor to indicate its review and approval. Any deviation from the Contract Documents shall be clearly identified and appropriate material substitution request forms completed.

2.12 Layout. Subcontractor shall furnish all layout in connection with the Subcontract Work, unless specifically provided for otherwise, and shall conform with the initial lines and grades established in the Prime Contract.

2.13 As Built Drawings. Subcontractor shall maintain documents accurately portraying the "As Built" Subcontract Work on a weekly basis. Subcontractor shall transmit, on a monthly basis, either in hard copy or electronic format, as required by Contractor, such "As Built" documents, to include, but not limited to, drawings. Compliance with the requirement to provide timely, complete, and accurate "As Built" documents is a condition precedent to the obligation of Contractor to make any payment otherwise due to Subcontractor under this Subcontract.

2.14 Clean-Up. On a daily basis, Subcontractor shall cleanup all refuse and rubbish caused by Subcontractor. On completion of any unit of the Subcontract Work, and upon final completion of the Subcontract Work, Subcontractor, in addition to cleaning up all refuse and rubbish caused by Subcontractor, shall remove promptly all temporary protections, excess materials, tools and structures, and the like, which may have been brought on the premises or erected by Subcontractor. In addition, Subcontractor shall remove marks, stains, fingerprints, soil, paint, mortar from ceramic tile, marble and all other finish surfaces and shall leave all surfaces, fixtures, cabinetwork, and equipment in an undamaged and new condition. In the event of the failure of Subcontractor to do any of the above, Contractor may, after giving twenty-four (24) hours written notice, clean up the premises at the cost and expense of Subcontractor, including an additional fifteen percent (15%) of such costs for Contractor's overhead and profit.

2.15 Failure to Prosecute Subcontract Work. If Subcontractor at any time refuses or neglects to supply a sufficient number of properly skilled workers, or materials or equipment of the proper quality and quantity, or fails in any respect to prosecute the Subcontract Work with promptness and diligence, or causes by any action or omission the stoppage or interference with the work of Contractor or other subcontractors, or fails in any respect to comply with any of the other requirements of this Subcontract, Contractor may, at its option, invoke its rights and remedies as set forth in Section Six of this Subcontract. Notwithstanding, Subcontractor shall be responsible for all extra costs resulting from the failure to provide needed labor or materials to meet the Project schedule. If, in Contractor's sole discretion, any person employed by Subcontractor is deemed to be unqualified to perform the Subcontract Work or has failed to adhere to the Project safety

rules, such person shall be removed upon written request from Contractor and shall not be permitted to return without the written consent of Contractor.

2.16 Overtime Work. Contractor may, if it deems necessary, direct Subcontractor to work overtime. If so instructed, Subcontractor shall work overtime as directed and, provided that Subcontractor is not in default of any of the provisions of this Subcontract, Contractor shall pay Subcontractor the actual additional premium wages paid by Subcontractor plus taxes imposed by law on such additional wages. However, if Subcontractor is, in Contractor's reasonable opinion, not proceeding in accordance with the Project schedule, Subcontractor shall at its own expense, work such overtime as Contractor may deem necessary to comply with the Project schedule and to complete the Subcontract Work in a timely manner.

2.17 Punch List. Failure of Subcontractor to correct or complete "Punch List" items within ten (10) days after receipt of a list of such items, thereby causing delay in release of retention of others, will be subject to interest at the rate of 10% per annum of the retainage being held under the Prime Contract and shall be deemed a breach of this Subcontract entitling Contractor to exercise any remedies available under Section 6 of this Subcontract. Such interest shall be deducted from Subcontractor and distributed on a pro-rata basis to the other affected subcontractors. In addition, should it be necessary for the Architect or other authorized Owner's Representative to make more than two (2) inspection trips to determine if the Work is substantially complete because of Subcontractor's failure to timely and promptly correct or complete Punch List items, any charges for such additional trips assessed against Contractor shall be, in turn, assessed against and paid for by Subcontractor.

2.18 Warranty. Subcontractor agrees to promptly make good without cost to Owner or Contractor any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period so established in the Contract Documents, and if no such period be stipulated in the Contract Documents, then such guarantee shall be in accordance with Addendum "1" and shall be effective upon completion and acceptance of the Project by Owner. Subcontractor further agrees to execute any special guarantees as provided by the terms of the Contract Documents, prior to final payment. Subcontract Work that does not conform to the requirements of the Contract Documents, including substitutions not properly approved and authorized, shall be considered defective. Subcontractor shall also assemble and submit to the Contractor complete copies in loose-leaf binders and/or electronic copies of all operating and maintenance data for all equipment installed as part of the Subcontract Work, all as may be required by the Contract Documents.

2.19 Other Contracts. The Subcontract Work constitutes only a part of the work being performed for Owner by Contractor and other subcontractors. Subcontractor, therefore, agrees to perform the Subcontract Work in such a manner that it will not injure, damage or delay any other work performed by Contractor or any other subcontractor, and shall be responsible to Contractor for any damages or delay that may be caused to such other work by Subcontractor or by its subcontractors, agents or employees.

2.20 Use of Equipment. If Contractor allows Subcontractor to use any of Contractor's tools or equipment, Subcontractor shall do so at its sole risk. Furthermore, as part of the use of any of Contractor's tools or equipment, Subcontractor agrees to defend, indemnify and hold Contractor harmless on the same terms and conditions as required by Section 5.3 of this Subcontract, for, from and against any claims (including any claims arising from any Contractor personnel who are used to operate the tools and/or equipment), loss, damage and/or expenses, including but not limited to attorney's fees and court costs, resulting from, arising out or in connection with the use of such tools and equipment by Subcontractor.

2.21 Design Professional Compensation. Subcontractor shall be responsible, and shall reimburse Contractor, for any costs charged to Contractor to compensate a design professional for Subcontractor's actions which result in multiple inspections, multiple submittal reviews, or for responses to requests for information or interpretation which are not prepared in accordance with the Contract Documents or where such information is available from a careful study and comparison of the Contract Documents, field conditions, or other Project information, coordination drawings, or prior Project correspondence or documentation.

SECTION THREE CHANGES AND CLAIMS

3.1 Prime Contract. Contractor is not an insurer or guarantor of the Subcontract Work, of the performance by Owner of the Prime Contract, or of the accuracy of the Contract Documents furnished by Owner.

3.2 Changes in Subcontract Work. Subcontractor recognizes that Owner has certain rights to make changes to the Project, including the Subcontract Work, as provided in the Prime Contract. Subcontractor will be notified of any change order requests (CORs) by Owner with respect to the Subcontract Work. Subcontractor agrees to respond to all CORs, including all necessary cost breakdowns, to Contractor within seven (7) days of receipt. Time is of the essence for responses to any CORs and Subcontractor shall be liable for any and all additional costs and/or damages incurred resulting from the failure to provide timely and/or complete responses to any CORs. Subcontractor shall be entitled to reasonable overhead and profit on any change order issued by Owner with respect to the Subcontract Work up to the amount allowed by the Contract Documents combined for Subcontractor and all of its lower tier parties. If no amount for overhead and profit on change orders is addressed by the Contract Documents, such amount shall be fifteen percent (15%). Subcontractor shall communicate solely with Contractor and not directly with Owner regarding any change order.

3.3 Contractor Changes. Contractor may, without nullifying this Subcontract, order in writing any changes which are within the general scope of the Subcontract Work. With respect to any changes, including extra work, ordered by Contractor for its own convenience and not related to a changed condition or extra work under the Prime Contract, Subcontractor shall make no claim therefore unless the same shall have been fully agreed upon in writing by Contractor prior to the performance of such extra work. Such agreement shall set forth the changed work to be done, the compensation to be paid, and any extension of time to be granted. To be binding, any such change order must be signed by an authorized representative of Contractor.

3.4 Adjustment in Subcontract Price. If any Owner change or a Contractor change requires an adjustment in the Subcontract Price, the adjustment shall be established by one of the following methods:

- (1) mutual agreement on a lump sum with sufficient information to support the amount;
- (2) unit prices already established in the Subcontract, or if not so established, unit prices set by mutual agreement for the adjustment;
- (3) mutually determined costs plus a jointly acceptable mark up for overhead and profit in accordance with Section 3.2; or
- (4) as otherwise required by the Contract Documents.

3.5 Claims. A claim is a demand or assertion made in writing by Contractor or Subcontractor seeking an adjustment in the Subcontract Price or the Project schedule, an adjustment or interpretation of the terms of this Subcontract, or other relief arising under or relating to this Subcontract, including any disputes between Contractor and Subcontractor.

3.6 Claims Relating to Owner. Subcontractor must make all claims for changes, delays, extra work, changed conditions, loss of productivity, and any other claimed impacts with respect to Subcontract Work for which Owner is or may be liable in the same manner and within the same limits provided in the Prime Contract for like claims by Contractor and in sufficient time for Contractor to make such claims against Owner or any such claims shall be deemed waived. Contractor agrees to evaluate such claims and, if in good faith believes any such claims are valid, may submit claims to Owner on Subcontractor's behalf or, at Contractor's election, Contractor may permit Subcontractor to process a claim against Owner in the name of the Contractor for the use and benefit of the Subcontractor. In either event, Subcontractor agrees to be bound by the recovery Contractor or Subcontractor receives from Owner on any such claims, and Subcontractor shall not seek any additional recovery from Contractor. Further, Subcontractor agrees to indemnify and hold Contractor harmless for, from

and against, any attorneys' fees, court costs and litigation expenses that may be asserted by, awarded to, or retained from amounts owed Contractor by Owner as a result of the assertion of a claim by Subcontractor. Contractor agrees to pay to Subcontractor all such sums related to claims recovered on Subcontractor's behalf, less all costs, including attorneys' fees, expert fees, and litigation expenses, incurred by Contractor in any claim proceeding which is in whole or in part for the benefit of Subcontractor. Responsibility to substantiate any claim by Subcontractor for which Owner may be liable rests solely with Subcontractor.

3.7 Claims Relating to Contractor. Subcontractor shall give Contractor written notice of all claims within seven (7) days of the date when Subcontractor knew or should have known of the facts giving rise to the event for which the claim is made; otherwise, such claims will be deemed to be untimely and shall no longer be enforceable. Responsibility to substantiate any claim by Subcontractor against Contractor rests solely with Subcontractor. Pending final resolution of any such claim, Subcontractor shall proceed diligently with performance of the Subcontract Work.

SECTION FOUR INSURANCE

4.1 Prior to starting Work on the project site, Subcontractor shall provide, subject to the approval of Contractor, certificates and endorsements evidencing the insurance required within the "Attachment "E" – Insurance Conditions" of this Subcontract. Any acceptance of Certificates of Insurance or endorsements by Contractor, or failure of Subcontractor to provide Certificates of Insurance or endorsements, shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract. All Insurance policies shall remain in full force and effect throughout the Project duration and any warranty or guarantee period.

SECTION FIVE INDEMNIFICATION

5.1 Intellectual Property Rights. Unless the particular design process or product is specified or required by the Contract Documents, Subcontractor shall defend, indemnify and hold harmless Contractor and Owner, their officers, directors, shareholders, subsidiaries, divisions, affiliates, employees, consultants and agents, for, from and against any and all alleged and asserted claims, damages, demands, losses, suits, liabilities, or expenses, including attorneys' fees and professional, expert or consultant fees, and court costs, for any alleged or actual infringement or violation of any patent, trademark or other intellectual property rights, arising out of, relating to, or resulting from Subcontractor's performance of the Subcontract Work to the extent such alleged or actual infringement or violation of intellectual property rights was caused in whole or in part by the acts or omissions of Subcontractor, its officers, directors, employees, consultants or agents, or anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable. Subcontractor shall pay all royalties and license fees which may be due on any processes, products, or materials which Subcontractor incorporates into the Subcontract Work.

5.2 Payment Claims. Provided Contractor is in compliance with its obligations to make payment under this Subcontract, Subcontractor shall defend, indemnify and hold harmless Contractor and Owner for, from and against any and all claims, suits, liabilities, damages, liens, or bond claims seeking payment for labor and materials that may be asserted (other than by Subcontractor) arising out of, in connection with, or related to the Subcontract Work.

5.3 Indemnification. To the fullest extent permitted by law and unless otherwise modified in Addendum "1," Subcontractor shall defend, indemnify and hold harmless Contractor, and any surety providing bonds, Owner, and Architect, including their related parent companies, affiliates, subsidiaries, successors, shareholders, officers, directors, partners, employees and agents of each (collectively "Indemnitees") for, from and against any and all alleged and asserted claims, liabilities, damages, losses, actions, suits, fines, penalties, costs and expenses, including but not limited to reasonable

attorneys' fees and professional, expert or consultant fees (including such expenses incurred in any attempt to enforce this indemnification provision), which are alleged to or may arise out of, in connection with, resulting from or related to in any manner, directly or indirectly, the performance of the Subcontract Work including, without limitation, defects in workmanship or materials, claims for bodily injury, death, damage to property, or loss of use of property and regardless of whether asserted as a breach of contract, breach of warranty, tort or any other theory of recovery and regardless of whether caused or alleged to be caused in part by the negligence or fault of an Indemnitee.

5.4 Duty to Defend. The duty to defend under this Section 5 is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Subcontractor. The duty to defend arises at the first assertion of a claim and shall be based on any allegations that may arise out of or relate to the Subcontract Work regardless of the validity of any such claim or its ultimate resolution.

5.5 Survival. In any and all claims against any of the Indemnitees by any employee of the Subcontractor or one of its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under Section 5.3 will not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable under any worker's compensation acts, disability benefit acts or other employee benefit acts. This indemnity applies during the entire period of this Subcontract and shall survive the expiration or termination of this Subcontract.

SECTION SIX DEFAULT, TERMINATION AND REMEDIES

6.1 Default. In the event that Subcontractor refuses or fails to perform the Subcontract Work in a manner consistent with this Subcontract, fails to supply enough properly skilled workers, proper materials, or maintain the Project schedule; or fails to make prompt payment to its workers, subcontractors or suppliers, or unions (for amounts due under collective bargaining agreements or trust funds); or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or otherwise fails to perform in accordance with the provisions of this Subcontract, Contractor may give Subcontractor notice that it has three (3) Working Days within which to cure any such failure. In the event that Subcontractor fails to cure after written notice from Contractor, Contractor may, at its option, give Subcontractor written notice that it is in default of this Subcontract.

6.1.1 If Contractor declares Subcontractor in default, then Contractor, without limitation, shall have the right to any or all of the following remedies:

- (a) to enjoin or restrain such default and to demand and to have specific performance;
- (b) to receive and recover damages resulting from such default;
- (c) to withhold or to offset any progress, final or other payments under this Subcontract or any other agreement between the parties now or hereafter in effect;
- (d) without being deemed to have waived or cured any such Subcontractor default, to perform any act and make any payment for which Subcontractor is in default, in which event all expenses, costs, losses, damages, and fees (including, without limitation, attorneys' fees) suffered or incurred in so doing, plus fifteen percent (15%) of such costs and expenses for overhead and administrative costs, shall immediately constitute indebtedness due and owing from Subcontractor. In exercising this right, Contractor shall be entitled to enter the Project site, take possession, and use any materials, tools, and equipment for such purpose; and/or
- (e) to terminate this Subcontract in accordance with Section 6.2.

6.1.2 In the event any such default cannot be reasonably cured within three (3) Working Days, Subcontractor shall provide an appropriate plan in writing to Contractor setting forth the intended process to cure any such default and Subcontractor shall proceed with all due speed to implement and complete the plan to cure any such default. Any such plan must include, at a minimum, specific information as to the steps Subcontractor intends to take and the time within which the default will be cured and must be approved in writing by Contractor.

6.1.3 In the event of an emergency affecting the safety of persons or property, Contractor may correct any such failure to perform without first giving prior written notice to Subcontractor but shall thereafter give prompt written notice of such action to Subcontractor.

6.2 Termination. If Subcontractor fails to satisfactorily correct such default within the time provided after written notification issued under Section 6.1, then Contractor may, instead of or in addition to the remedies set forth in Section 6.1, issue a second written notification to Subcontractor informing Subcontractor that its performance under this Subcontract is terminated.

6.2.1 In the event of termination, and upon Contractor's written request, Subcontractor shall immediately remove from the Project site all of its employees, equipment, tools, supplies and materials without any disruption of the work in progress and at its own cost and expense. Should Subcontractor fail to do so, Contractor shall be entitled, but shall be under no obligation, to remove and store any equipment, tools, supplies and materials at Subcontractor's cost and expense.

6.2.2 Further, in the event of termination, Contractor shall be entitled to enter the Project site for the purpose of completing the Subcontract Work and shall be permitted to take possession of all materials, tools and equipment to finish the Subcontract Work either by itself or through other contractors.

6.2.3 In the event of termination, Subcontractor shall be deemed to assign to Contractor every agreement that Subcontractor has with sub-subcontractors, materialmen, suppliers, labor companies, and/or consultants that Contractor notifies Subcontractor in writing that it accepts for assignment.

6.2.4 In the case of termination, Subcontractor shall not be entitled to receive any further payment until the Subcontract Work is completely finished, at which time, if the unpaid balance of the amount to be paid under this Subcontract exceeds the expense incurred by Contractor, including an overhead fee of fifteen (15%) percent of the cost incurred in completing the Subcontract Work, such excess shall be paid by Contractor to Subcontractor. However, if such expense exceeds any such unpaid balance, Subcontractor shall immediately pay the difference to Contractor.

6.3 Insolvency or Bankruptcy. In the event Subcontractor voluntarily or involuntarily becomes subject to bankruptcy proceedings, makes an assignment for the benefit of creditors, becomes insolvent, or has a trustee, receiver or liquidator appointed for any part or all of its assets, this Subcontract shall terminate. Notwithstanding the foregoing, if the Subcontractor, or Subcontractor's trustee in bankruptcy, if any, gives notice of its intent to assume this Subcontract and provides adequate assurance of its ability to perform hereunder, this Subcontract shall not be terminated but shall still be subject to the provisions of Sections 6.1 and 6.2.

Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to assume this Subcontract and to provide adequate assurance of its ability to perform, may avail itself of such remedies under Section 6 as are reasonably necessary to comply with Contractor's obligations under the Prime Contract.

6.4 Termination for Convenience. Contractor has the right to terminate this Subcontract without cause and at Contractor's convenience upon five (5) days' notice. Upon termination of this Subcontract for Contractor's convenience, Subcontractor will immediately cease performance of all Subcontract Work and remove all of its tools, equipment and

personnel from the Project site and Subcontractor will have no claim of any kind whatsoever against Contractor for breach of this Subcontract and Contractor will be liable only for the cost of the Subcontract Work actually completed in accordance with the Contract Documents, including reasonable overhead and profit on completed Subcontract Work by Subcontractor prior to termination, less all sums previously paid to Subcontractor and less all deductions made or permitted to be made by Contractor pursuant to this Subcontract. In the event any termination by Contractor under Sections 6.1, 6.2, or 6.3 of this Subcontract is found to be improper or wrongful, then any such termination shall be deemed a termination for convenience under this Section 6.4 and Subcontractor's recovery shall be limited to the amounts due under this Section.

6.5 Suspension of the Work by Owner. Should Owner suspend, delay, or interrupt the performance of the Prime Contract, or any part of which affects the Subcontract Work, then Contractor shall so notify Subcontractor in writing and Subcontractor shall immediately suspend, delay, or interrupt that portion of the Subcontract Work as ordered by Contractor. Any claim by Subcontractor for any damages caused by said suspension of the Subcontract Work shall be subject to Section 3 of this Subcontract.

6.6 Termination by Owner. Should Owner terminate the Prime Contract, or any part of which includes the Subcontract Work, Contractor shall notify Subcontractor and Subcontractor shall immediately stop the Subcontract Work and follow Contractor's instructions concerning termination procedures. In the event that Owner terminates the Prime Contract for the convenience of Owner, then Subcontractor's claim for any damages resulting from termination shall be subject to Section 3 of this Subcontract.

6.7 Contingent Assignment of Subcontract. If required by the Prime Contract, Contractor may assign this Subcontract to Owner. The assignment shall be effective when Owner has terminated the Prime Contract and has accepted the assignment by notifying Subcontractor in writing. Subcontractor hereby consents to such assignment and agrees to be bound to Owner, as assignee, by the terms of this Subcontract.

6.8 Suspension by Contractor for Convenience. Contractor may order Subcontractor to suspend, delay or interrupt all or part of the Subcontract Work for such period of time as may be determined to be appropriate for the convenience of Contractor. In such case, any claim by Subcontractor is subject to Section 3 of this Subcontract.

6.9 Termination by Subcontractor. If Subcontractor has not received payments that it was entitled to receive under this Subcontract, or if the Subcontract Work has been abandoned or suspended for an unreasonable period of time due to no fault or neglect of Subcontractor, Subcontractor shall give Contractor written notice with fifteen (15) days to cure. Subcontractor, upon failure of Contractor to cure, may terminate this Subcontract upon giving Contractor an additional fifteen (15) days prior written notice. Upon such termination, Subcontractor will be entitled to recover from Contractor payment for all Work satisfactorily performed but not yet paid for, including reasonable overhead and profit, subject to the conditions of Owner payment set forth in Section 1.12 of this Subcontract. In no event shall Subcontractor be entitled to payment for work not performed or overhead and profit on work not performed.

SECTION SEVEN RESOLUTION OF DISPUTES

7.1 Subject to the limiting provisions set forth below and as may be enumerated in Addendum "1", all claims, disputes and other matters in question between Contractor and Subcontractor that are not subject to Section 3.6 of this Subcontract, arising out of, or relating to this Subcontract or the breach thereof shall be decided according to the procedures set forth in this Section 7.

7.2 Continuance of Services and Payment. Unless otherwise agreed in writing, Subcontractor shall continue to perform its Subcontract Work during any dispute resolution proceeding. If Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Subcontract for amounts not in dispute.

7.3 Direct Discussions. If the parties cannot reach resolution on a matter relating to or arising out of this Subcontract, the parties shall endeavor to reach resolution through good faith direct discussions between representatives who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the parties' representatives are not able to resolve such matter within five (5) business days of the date of first discussion, the parties' representatives shall immediately inform senior executives of the parties in writing that resolution was not achieved. Upon receipt of such notice, the senior executives of the parties shall meet within five (5) business days to endeavor to reach resolution.

7.4 Mediation. If direct discussions pursuant to Section 7.3 do not result in resolution of the matter, as a condition precedent to binding dispute resolution under Section 7.5 or Section 7.6 below, the parties shall endeavor to resolve the matter by mediation conducted by a mutually agreed upon mediator, and failing such agreement, the mediator shall be selected and the mediation conducted according to the Construction Industry Mediation Rules of the American Arbitration Association. The mediation shall be convened within seventy-five (75) calendar days of the matter first being discussed. A party may terminate the mediation at any time after the first session, and the decision to terminate shall be delivered in writing to the other party and to the mediator. The costs of the mediation shall be shared equally by the parties.

7.5 Arbitration. All claims, disputes, and other matters in question between Contractor and Subcontractor involving claims which in good faith are in an amount of controversy up to and including \$1,000,000.00 arising out of or relating to this Subcontract or the breach thereof shall be decided by arbitration which shall be held in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be an attorney with at least ten (10) years' experience in construction law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

7.5.1 Notice of the demand for arbitration shall be filed in writing with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or statute of repose.

7.5.2 Unless otherwise agreed in writing, if a demand for arbitration is filed before completion of the Subcontract Work, Subcontractor shall carry on the Subcontract Work and shall maintain its progress during any arbitration proceedings.

7.6 Litigation. If a dispute involves claims that in good faith involve an amount of controversy of \$1,000,001.00 or more and remains unresolved after submission of the matter to mediation as set forth above, the dispute shall be subject to litigation.

7.7 Waiver of Jury Trial. To the fullest extent permitted by applicable law, Contractor and Subcontractor waive their right to a trial by jury with regard to all claims that may be asserted in litigation, with all such claims to be decided by a judge.

7.8 Joinder. In the event any litigation, arbitration or other form of alternative dispute resolution as may be provided for in the Prime Contract between Owner and Contractor concerns any part or all of the Subcontract Work, Contractor shall have the right at its election to have Subcontractor join in such proceedings as a party and to be bound by the result. To the extent that the dispute between Contractor and Owner involves matters relating to any Subcontract Work, and regardless of whether or not Subcontractor is joined in the proceedings, it shall be the responsibility of Subcontractor to present all witnesses, documents, and other information sufficient to set forth Subcontractor's position.

7.9 Attorneys' Fees. In the event of any litigation or arbitration arising out of or relating to the Subcontract Work, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses (including those of expert witnesses)

as determined by the judge or arbitrator, as applicable. The prevailing party determination shall be made by taking in to account the demands of the parties and the relative success on the merits considering the totality of the circumstances of the entire dispute.

7.10 Location. Unless otherwise specified in Addendum "1" or otherwise agreed to in writing by the parties, the dispute resolution procedures set forth in this Section 7 shall take place at or near the location of the Project.

SECTION EIGHT COMPLIANCE WITH LAW

8.1 Records. As it relates to the Subcontract Work, Subcontractor shall keep and have available all necessary records and shall make all payments, reports, collections and deductions, and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations in regard to: (i) the production, purchase and sale, furnishing and delivering, pricing and use or consumption of materials, supplies and equipment; (ii) the hiring, retention and conditions of employees and their hours of work and rates of and the payment of their wages; (iii) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state and local taxes and contributions; and (iv) the compliance with all federal and state laws and regulations pertaining to eligibility to work in the United States or possessions. Subcontractor shall, to the extent required by applicable law, verify through the E-Verify Program, the employment eligibility of each employee hired after December 31, 2007.

8.2 Expenses. Subcontractor also shall: (i) comply with all federal and state laws, codes, and regulations and all municipal ordinances and regulations in effect where the Subcontract Work is to be performed; (ii) pay all costs and expenses in connection with such compliance; (iii) pay all fees and taxes (including sales transaction and use taxes, if applicable) and also pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose; and (iv) furnish all necessary reports, and information to the appropriate federal, state, county and municipal agencies, with respect to all of the foregoing.

SECTION NINE SAFETY

9.1 Hazard Communications. Subcontractor, at its own expense, shall provide Contractor any and all site specific literature and information for submissions of hazard materials and hazard communications as required by the Occupational Safety and Health Standards as set forth in Chapter 29 of the Code of Federal Regulations, Part 1910, including, but not limited to, all those that deal with written hazard communications programs, and other forms of warning, Safety Data Sheets and employee information and training.

9.1.1 Subcontractor will have sole and exclusive responsibility for training its employees in the proper handling of hazardous materials or participation in hazardous operations and the precautionary measures required. Subcontractor will supply all protective clothing and devices necessary to protect its employees from hazardous materials while on the Project site.

9.1.2 If Subcontractor encounters material(s) reasonably believed to be hazardous that have not been rendered harmless, Subcontractor will immediately stop all work in the area affected and report, in writing, the condition to Contractor. If the material(s) are hazardous and have not been deemed harmless, the Subcontract Work in the affected area will not be resumed until written agreement to resume is received from the Contractor. Subcontractor will not store, dump, release or emit any oil, hazardous waste, or other hazardous materials on, at, under or in the vicinity of the Project site.

9.2 Safety Program. Subcontractor, at its own expense, shall take all reasonable precautions to protect persons and property at or adjacent to the Project site from damage, loss or injury resulting from Subcontractor, its employees, or other agents in their performance of the Subcontract Work. If any accident occurs, or any person is injured, or property is damaged at or near the site resulting from the performance of the Subcontract Work, Subcontractor shall notify Contractor immediately and confirm such incident in writing within 24 hours.

9.2.1 Subcontractor shall maintain its own safety program which shall conform to the safety policies of Owner and Contractor, and which meets all applicable federal, state, and local safety related laws and regulations. In the event Subcontractor does not have its own safety policy, it agrees to abide by Contractor's Safety and Health program and will adapt Contractor's program to the Subcontractor's Work. A copy of the Contractor's Safety and Health program is available upon written request. If Subcontractor uses Contractor's Safety and Health program, it shall be at Subcontractor's sole risk and subject to the Indemnification provisions of this Subcontract.

9.3 Safety of Subcontractor Employees. Subcontractor acknowledges and agrees that it, and not Contractor, shall at all times be responsible for the direction, supervision and monitoring of its employees, agents and laborers with regard to safety practices in the performance of the Subcontract Work and in the correction of unsafe conditions. Subcontractor further acknowledges and agrees that Contractor does not possess or retain any actual or constructive control over the manner in which Subcontractor and its employees, agents and/or laborers perform the Subcontract Work. Subcontractor agrees Contractor does not owe a duty to ensure Subcontractor, its employees or other agents perform their work in a safe manner. Subcontractor's duty to supervise and monitor safety practices in the performance of the work and in correcting unsafe conditions shall include, but not be limited to, the following: (i) compliance with all items in the "CORE Construction General Safety Rules" document; (ii) the cleaning of the Project site; the use and wearing of hard hats, protective eyewear, and other required protective equipment; (iii) the use of proper fall protection; (iv) the proper use, location, maintenance and repair of scaffolds, ladders, railings, barricades, and covers; and; (v) the proper use, maintenance, and repair of all power tools.

9.4 Safety Procedures. Subcontractor shall comply with the following:

9.4.1 Before beginning any Subcontract Work, Subcontractor shall provide Contractor with a written Site-Specific Safety Plan in a form acceptable to Contractor and shall attend a pre-construction safety meeting at which time Subcontractor will outline how it will address hazards related to the Subcontractor Work.

9.4.2 Subcontractor shall perform a written daily or weekly Activity Hazard Analysis (AHA) for each definable feature of work. Subcontractor shall communicate the completed AHA with its employees and submit a copy of the AHA to Contractor as required. The AHA shall include the task involved, the hazards associated with the task, and the method(s) that will be used to mitigate the identified hazards. Subcontractor shall communicate its AHA to and coordinate with other trades which may be affected by any of the Subcontractor Work.

9.4.3 Subcontractor shall provide a safety and protection orientation for each of its employees on the employee's first day on the Project site.

9.4.4 Hard hats, safety glasses and high visibility vests, jackets or shirts, work boots, and long pants shall be worn at all times. Tank tops and cut off shirts are not permitted.

9.4.5 Hearing protection, appropriate respirators, and face shields or goggles shall be worn as required by the appropriate standards.

9.4.6 Any employee exposed to a fall of 6-foot or greater must utilize fall protection or fall arrest systems. Fall arrest systems must include a body harness, appropriate lanyard and available attachment points capable of sustaining loads outlined by OSHA and/or other applicable governing authorities.

9.4.7 Subcontractor shall provide work task lighting necessary for the Subcontract Work.

9.4.8 Subcontractor shall contact the applicable locator services before performing any underground work on-site. Subcontractor shall provide the location of all underground facilities as part of its as-built drawings required by Section 2.13.

9.4.9 Subcontractor shall provide all necessary dust control associated with the Subcontractor Work.

9.4.10 Subcontractor shall perform housekeeping and shall maintain a clean site in accordance with Contractor's and/or state and local requirements.

9.4.11 Radios and headphones are prohibited other than for jobsite communication.

9.4.12 Cell phone use for personal (non-business) reasons is prohibited while working.

9.4.13 Smoking is prohibited except in designated areas.

9.4.14 If Subcontractor employs non-English speaking personnel at the Project site, Subcontractor shall provide supervisory personnel fluent in both English and the non-English language spoken by such employees.

9.4.15 Possession or use of any substance that can cause impairment (alcohol, non-prescribed medications, illegal drugs, or prescription/non-prescription drugs which warn user of impairment) is strictly prohibited. Anyone in violation of this policy, as well as anyone who reports to the Project site under the influence, will be dismissed from the site.

9.4.16 No dogs, cats or any other animals are permitted at the Project site.

All tiers of subcontractors are subject to the standards contained within this Section 9 including the following disciplinary policy.

9.5 Disciplinary Actions. Subcontractor agrees to enforce compliance with the following disciplinary actions as a result of a written warning of a safety violation:

First Offense: Employee receives a verbal or written warning.

Second Offense: Employee receives a written warning. Subcontractor home office is notified. Employee must receive training prior to resuming any Subcontract Work.

Third Offense: Employee may be temporarily or permanently removed from the Project site.

These are minimum disciplinary standards. If the non-compliant activity involves an immediate danger to life and health in the reasonable discretion of Contractor, immediate removal from the Project site may result.

9.6 Anti-Harassment. Contractor has a **zero-tolerance** policy for all behavior that is prohibited under Contractor's EEO/AA, Sexual Harassment, and Workplace Violence policies. These policies apply to Contractor's employees as well as to subcontractors working at any of Contractor's sites or properties. Contractor will require Subcontractor to remove any of Subcontractor's employees who violate these policies. By issuing and enforcing these policies, it is the intent of Contractor to ensure that while working on Contractor's sites or properties, employees, customers, vendors, and subcontractors never feel threatened, intimidated, or harassed by any individual's actions, presence, conduct or communication.

9.7 No Weapons. Contractor **Strictly Prohibits** employees and subcontractors from possessing a prohibited weapon (as defined below) on jobsites, Contractor's offices, or other offices (e.g., Owner or Architect) when performing any work on a Project for Contractor; regardless of whether the person is licensed to carry the weapon. This policy does not restrict the rights of an employee or subcontractor who **lawfully** possesses a firearm or ammunition from transporting or storing the firearm or ammunition the employee is authorized to possess in a locked, privately owned motor vehicle in a parking area provided for them. Possession and storage of any such firearm or ammunition must be in accordance with **state and federal law**. This policy does not restrict the ability of police officers, security guards or other persons who have been given consent by Contractor to lawfully carry a weapon on the premises.

In addition to firearms and ammunition as described above, other weapons prohibited by this policy include any form of weapon or explosive restricted under local, state or federal regulation, or knives more than three inches in length. Legal, chemical dispensing devices, such as pepper spray, which are sold for personal protection, are excluded from this prohibition. Contractor property covered by this policy includes, without limitation, all Contractor-owned or leased buildings and surrounding areas, such as sidewalks, walkways, driveways and parking lots under the Contractor's ownership or control. Contractor jobsites covered by the policy include jobsites controlled by developers, owners, general contractors, or Contractor itself.

Violations of this policy will result in disciplinary action. Contractor enforces this policy consistent with applicable **state and federal law**.

9.8 Certification. Subcontractor certifies it has read the CORE Construction General Safety Rules and that all employees and sub-subcontractors will abide by these safety rules and regulations as well as all OSHA regulations as they apply to the Subcontractor Work.

9.9 Indemnification for OSHA or Safety Violations. Subcontractor shall defend, indemnify and hold harmless Contractor for, from and against all liability, loss, damage, cost, claims, awards, judgments, fines, expenses, or liabilities for harm to person or property, expenses incurred pursuant to or attendant to any hearing or meeting (including reasonable attorney's fees and expert expenses), and any other applicable costs which may be incurred by Contractor resulting from or relating to Subcontractor's failure to fulfill its obligations under this Section Nine. Subcontractor's obligations under this Section specifically include, but are not limited to, Subcontractor's indemnification of Contractor for any penalties issued against Contractor as a result of any violation by Subcontractor, its employees, sub-subcontractors, agents or laborers, of any regulations and requirements relating to or in connection with Subcontractor's performance of the Subcontract Work.

9.10 Public Protection. Subcontractor shall provide, erect, and maintain proper warning signals, signs, lights, barricades and fences on and along the line of the Subcontract Work and shall take all other necessary precautions for the protection of the Subcontract Work and for the safety of the public.

9.11 Project Protection. Subcontractor shall maintain, remove, or replace any elements of construction or temporary barriers or protection damaged or removed by Subcontractor's personnel at Subcontractor's expense. Similarly, Subcontractor shall provide protection of adjacent surfaces while performing the Subcontractor Work. If an adjacent surface or finished work is damaged during performance of the Subcontractor Work, as determined by Contractor, a 24-hour notice to repair will be given to Subcontractor. If Subcontractor does not take timely action, Contractor reserves the right to make repairs at the cost and expense of Subcontractor, including an additional fifteen percent (15%) of such costs for Contractor's overhead and profit.

SECTION TEN MISCELLANEOUS

10.1 Possession Prior to Completion. Whenever it may be useful or necessary for Contractor to do so, Contractor shall be permitted to occupy or use any portion of the Subcontract Work which has been either partially or fully completed by Subcontractor before final inspection and acceptance by Owner, but such use and/or occupation shall not relieve Subcontractor of its warranty of the Subcontract Work and materials, nor of its obligation to make good at its own expense any defect in materials and/or workmanship, provided no damage has occurred due to Contractor's occupancy or use.

10.2 Architect-Engineer. The words "Architect" or "Engineer" as used herein refer to the person appointed by Owner in accordance with the Prime Contract.

10.3 Assignment. Subcontractor shall not assign or sublet the Subcontract Work either in whole or in part without the prior written consent of Contractor which may be withheld in Contractor's sole discretion.

10.4 Equal Opportunity. During the performance of the Subcontract Work, Subcontractor shall not discriminate against any of its employees because of race, color, creed, religion, national origin, or other protected class.

10.5 Working Hours and Holidays. The working hours on the Project shall be set by the Contractor's Representative and Subcontractor shall observe these hours unless directed otherwise by the Contractor's Representative. Contractor will observe the following holidays and Subcontractor shall observe the same holidays on the Project unless directed otherwise by Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

10.6 Days. As used in this Subcontract, the term "Working Days" shall mean those days on which the Project is available for Subcontract Work to be performed. Unless otherwise defined in this Subcontract, the terms "day" or "days" shall mean calendar days.

10.7 Attachments. All attachments, endorsements and exhibits affixed to this Subcontract shall be part of this Subcontract.

10.8 Amendments and Modifications. Any amendments or modifications to this Subcontract or any of the exhibits hereto must be in writing and signed by the parties in order to be enforceable. This Subcontract and any of the exhibits hereto may not be modified verbally.

10.9 Severable Provisions. In the event that any term or provision of this Subcontract shall be deemed unenforceable, it shall be treated as having been rewritten in as similar terms as possible so as to be enforceable to the fullest extent of the law. Alternatively, any such provision shall be deemed severable, and its invalidity or unenforceability shall not affect any other term or provision of this Subcontract.

10.10 Binding Effect. This Subcontract shall bind the heirs, executors, successors and assigns of the parties hereto.

10.11 Governing Law. This Subcontract shall be governed and construed by the laws at the location of the Project unless otherwise modified in accordance with Addendum "1".

10.12 Text Messages. Any text message or other form of electronic communication sent from one cell phone to another, and excluding electronic mail communications, shall not constitute a form of written communication or a form of Notice permitted under this Subcontract.

10.13 Signage. Without Contractor's written permission, Subcontractor shall not post or display on the Project site any sign, banner or other object advertising Subcontractor and shall prevent its sub-subcontractors and suppliers from doing the same.

10.14 Record Retention. Subcontractor shall maintain all Project records for a period of five (5) years after Final Completion. To the extent the Subcontract Work is performed on a time and material, cost plus, or cost plus with GMP basis, Contractor shall have the right to audit all books and records of Subcontractor as it relates to the Project.

10.15 Headings/Construction. The section and paragraph headings contained in this Subcontract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Subcontract. The language and all parts of this Subcontract shall in all cases be construed according to its fair meaning, and neither this Subcontract, nor any provision of this Subcontract, shall be construed strictly for or against either Contractor or Subcontractor as the result of its role in the preparation of this Subcontract or otherwise.

10.16 Complete Agreement. This Subcontract represents the complete agreement between the parties and supersedes any and all prior negotiations, understandings or agreements between the parties. There are no representations, promises, agreements, orally or in writing, which are not embodied in this Subcontract and the exhibits hereto.

SAMPLE



ADDENDUM NUMBER 1

STATE SPECIFIC PROVISIONS FOR THE STATE OF ILLINOIS

The Subcontract Agreement and "Exhibit A - Subcontract General Conditions" are modified to comply with the laws of the State in which the Subcontract Work is to be performed. Unless otherwise noted, section references contained herein refer to Exhibit A Subcontract General Conditions. Except as expressly modified by this Addendum 1, all of the provisions of the Subcontract remain unaltered and in full force and effect.

1. Interpretation. In any instance that a provision in the Subcontract, Exhibit A – Subcontract General Conditions or this Addendum 1 is broader than that allowed by applicable law, such provision shall be given its broadest permissible meaning and shall only be limited to the extent necessary to comply with applicable law.
2. Warranty. Add the following as the last sentence to Section 2.18: If not otherwise stipulated in the Contract Documents, the warranty period shall be one year from the date of Substantial Completion of the Project.
3. Indemnification. Section 5.3 is replaced in its entirety with the following:

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, Owner, and Architect, including their related parent companies, affiliates, subsidiaries, successors, shareholders, officers, directors, partners, employees and agents of each (collectively "Indemnitees") for, from and against any and all claims, liabilities, damages, losses, actions, suits, fines, penalties, costs and expenses, including but not limited to reasonable attorneys' fees and professional, expert or consultant fees (including such expenses incurred in any attempt to enforce this indemnification provision), which may arise out of, in connection with, resulting from or related to in any manner, directly or indirectly, the performance of the Subcontract Work including, without limitation, defects in workmanship or materials, claims for bodily injury, death, damage to property, or loss of use of property and regardless of whether asserted as a breach of contract, breach of warranty, tort or any other theory of recovery. Notwithstanding anything to the contrary in this Section, Subcontractor's obligations hereunder do not extend to any claims, damages, losses and expenses arising out of or resulting from the negligence of an Indemnatee.

4. Location. Section 7.10 is replaced in its entirety with the following:

The Parties mutually agree that the exclusive venue of any mediation, arbitration, or litigation under Sections 7.4, 7.5, and 7.6 shall be the county in which the home office of the CORE Construction entity entering into this Agreement is located (hereinafter referred to as the "Home County") and the mediation, arbitration, and/or litigation shall be conducted in the Home County and the exclusive jurisdiction of any matter involving a court shall be in any Federal or State Court located in the Home County. Each of the Parties irrevocably and unconditionally waives and agrees, to the fullest extent permitted by law, not to plead any objection that it may now or hereafter have to the laying of exclusive venue and exclusive jurisdiction of any matter, resulting in mediation, arbitration, and/or litigation, under this Agreement including but not limited to forum non conveniens.



ATTACHMENT A SCOPE OF WORK

Project Name: Name of Project

CORE Project No: XX-X-XXX

Subcontractor:

Company Name

Address

City, ST, Zip

Phone: 000-000-0000

Contact Person: Name

Email:

LUMP SUM PRICE FOR LABOR, MATERIAL, AND FREIGHT

\$000,000.00

No Bond Included

Subcontractor has accounted for, as part of this lump sum Subcontract, any and all potential material cost increases over the course of the Project, unless otherwise noted in the Scope of Work.

SCOPE OF WORK:

1. Subcontractor shall perform the Scope of Work generally described as:

☒ Bid Package #01 – Site Work

2. Subcontractor shall provide a complete turnkey, (i.e., furnish and install), Scope of Work in accordance with Contract Documents to include, but not be limited to:

A. All items described in the bid package description contained in the front end of the bidding documents for the project.

3. Subcontractor has accounted for, as part of this lump sum Subcontract, the fact that the Contract Documents may not contain all required details, parts, or pieces necessary to provide a complete and functioning system. Therefore, it is Subcontractor's responsibility to make reasonably inferable assumptions and allowances, as part of its lump sum proposal, to help account for the design intent and ensure that all elements associated with the Scope of Work comply with all governing codes and regulations.

SCOPE OPTIONS:

1. Contractor may exercise the option to add, via Change Order, a complete turnkey Scope of Work for interior aluminum, glazing sealants for a total amount of \$2,200.00. OR
2. None.

CONSTRUCTION DOCUMENTS:

1. Subcontractor shall adhere to all project specifications within the Project Manual and all project drawings.
2. Subcontractor shall adhere to all project addendums.
3. All construction documents referenced in the Attachment C – Enumeration of Documents portion of this Subcontract can be downloaded from the following location:
 - A. Procore – Project #XX-XX-XXX Name of Project
 - B. Invite to be sent to Project team
 - C. Password: Subcontractor generated

Contractor will be using Procore web-based software on this Project to maintain an electronic set of As-Built Documents. Subcontractor is to furnish electronically all As-Built documents, appropriate warranties and guarantee information, equipment manuals, operations and maintenance manuals, all of which are a condition to achieving final completion and to receiving final payment. A Project within Procore has been created for this Project and access will be given to Subcontractor. All construction documents will be accessible to Subcontractor through Procore. It will be the responsibility of Subcontractor to create As-Built documents electronically in the field in lieu of providing hard copies. Contractor will provide training and support on Procore to Subcontractor.

To obtain access, Subcontractor must go to the Procore Software site (www.procore.com) and create a login. Subcontractor shall create a Username and Password then send a corresponding email address to Contractor's Project Manager; Contractor's Project Manager will then email Subcontractor with an invitation to the Project in Procore. Subcontractor may request additional instructions on how to create a login and Contractor's Construction Technology department will provide assistance.

4. Subcontractor shall adhere to all miscellaneous Project modifications, specifically referencing the following directives:
 - A. None.

PROJECT SPECIFIC PROVISIONS:

1. Subcontractor shall provide two (2) mobilizations as required to complete the Scope of Work as per the dates set forth on the monthly baseline and weekly look-ahead schedules.
2. Subcontractor's foreman, at a minimum, shall attend all daily huddle, weekly work plan, and three phased QAQC plan meetings, which occur a reasonable time before and for the duration of the Subcontract Work on the Project.
3. All Submittals shall be submitted in electronic format online using Procore. Contractor may also request up to six (6) physical hard copies of all submittals.
4. Subcontract pricing is based on tariff and/or duties rates in effect as of the date of this Subcontract. If a net increase in tariffs and/or duties causes a net cost increase on materials, equipment, or products directly required to perform the Subcontract Work, the Subcontractor shall be entitled to a reasonable adjustment to the Subcontract Price to the extent the Prime Contract entitles Contractor to compensation for such increase and then only to the extent of any amount that Contractor may, on behalf of Subcontractor, recover from Owner. To the extent applicable, any provisions regarding tariff changes in the Prime Contract shall flow down to this Subcontract. Subcontractor must

supply reasonable documentation of proof of tariff and/or duties increase and cost impact between the date of this Subcontract and the date of said cost increase, based on an industry approved index associated with that of the affected material. Subcontractor must provide written notice of the cost impact and supporting documentation to Contractor within 7 calendar days of becoming aware.

5. All applicable taxes shall be included in the Lump Sum Price of this Subcontract/Agreement. If one of the following is checked, the project may be exempt from state and local sales and/or use taxes:

☐ Owner is a not-for-profit organization
☒ Owner is a governmental or quasi-governmental agency
☐ Project is located in an enterprise zone

EXCLUSIONS:

1. The following items are specifically excluded from the Subcontractor's Scope of Work:

- A. Building permits
- B. Bonds
- C. Sales taxes

SAMPLE



ATTACHMENT B GENERAL PROVISIONS

Project Name: Name of Project

CORE Project No: XX-XX-XXX

GENERAL PROVISIONS:

1. Subcontractor shall provide off-site storage space, parking, jobsite transportation, etc., unless otherwise agreed to by Contractor.
2. The Project Site has limited space for Subcontractor parking, field offices, and storage of equipment and materials. Subcontractor shall request approval for and coordinate the locations and durations of such spaces with Contractor's on-site personnel. Such parking, field offices and storage areas shall be removed or relocated upon Contractor's request at the Subcontractor's cost. Such spaces shall be maintained clean and safe at all times. Security of such spaces and any required utilities for the same are the responsibility of the Subcontractor. All arrangements and payment (if necessary) for off-site parking are the responsibility of each Subcontractor.
3. Subcontractor shall provide all receiving, unloading, shakeout, handling, hoisting, inventorying, storage, etc. of all materials pertaining to Subcontractor's Scope of Work being delivered to the jobsite and shall notify Contractor immediately of any shortages. Subcontractor shall obtain any field measurements necessary for materials furnished or installed under its Scope of Work.
4. Subcontractor shall remove, (e.g., haul-off, relocate on-site, etc.), all trenching spoils associated with Subcontractor's Scope of Work, as directed by Contractor.
5. Subcontractor shall be responsible for the security of all its materials, tools, offices, and equipment stored on-site. Contractor assumes no risk for lost or stolen materials, tools, offices, or equipment.
6. Due to the sensitive nature of working in an area adjacent to students, all subcontractors shall complete their due diligence to ensure that their complete work force, sub tier, material deliveries, and temporary labor services is in compliance with district rules and regulations and all state and local statutes as relevant to working adjacent to children.
7. Subcontractor agrees that all work is to take place on an occupied campus. As such, all work-related activities must occur in a manner that will not interfere with the ongoing operation of the school. Any unavoidable work-related activity that will impact the operation of the school must be coordinated and approved by Contractor.
8. Subcontractor shall meet current FAA requirements for the type of flight, purpose of the flight, flight operation requirements, and flight conditions associated with unmanned aerial systems (UAS) commonly known as drones. Subcontractor shall submit proof of UAS insurance, registration of UAS with the FAA, and UAS operator's Remote Pilot Certificate to Contractor for approval prior to authorization of any UAS use. Contractor's on-site supervision shall be notified of the intended purpose, location, and duration of all UAS activity within 90 minutes prior to the flight. Subcontractor's remote pilot will be required to leave their name and phone number with Contractor for each UAS flight. Owner requirements for UAS use may supersede FAA and Contractor requirements which will require Subcontractor to follow the most stringent requirements in place.

9. Subcontractor acknowledges receipt of the structural drawings for the Project and shall perform its Subcontract Work in a manner which does not compromise or overload the building structure. In the event Subcontractor will introduce significant loads to the building structure through the use of scaffolding, mobile lifts or by stocking the building with materials of substantial weight (e.g. CMU, drywall, tile, granite, etc.) during the course of their work, Subcontractor shall provide Contractor with a placement plan which demonstrates proper loading that is in accordance with structural load design provided in the Contract Documents.
10. All required firestopping for this Scope of Work is included by the Subcontractor. The Owner requires the use of a firestopping standard protocol which shall be followed by all Subcontractors including the use of specified manufacturers and assemblies at no additional cost to the Contractor. All firestopping must be installed and labeled per the standard protocol. Similarly, all wall and floor penetrations for items installed or removed under this Scope of Work must be patched and repaired in a manner that meets the assembly fire rating requirements. All installations must be in compliance with requirements for the wall and/or floor assemblies involved.
11. Subcontractor agrees that it is responsible for the consequences of any strike, picketing, slowdown, work stoppage, sympathy strike, or other concerted interference with the progress of the Work at the Project by its employees, agents, materialmen, suppliers, or sub-subcontractors. Subcontractor shall immediately take all reasonable steps to cause such action to cease and to restore normal work operations. Subcontractor shall be responsible for any damages, delays, or additional costs incurred by Contractor or Owner resulting from such action. Subcontractor further agrees that the failure of Subcontractor to promptly remedy any strike, slowdown, picketing, or other work disruption shall constitute a material breach of this Subcontract and shall entitle Contractor, in addition to any other remedies available under the Subcontract or at law, to supplement the workforce, terminate this Subcontract for default, and to recover all damages, costs, and delays arising therefrom. Notwithstanding the foregoing, Subcontractor and Contractor understand and agree that this provision is not intended to impose liability on Subcontractor for area-wide labor disturbances beyond Subcontractor's control.

Subcontractor further agrees that it shall be bound by and comply with any required labor agreements, project labor agreements, or collective bargaining agreements governing the Project. Where so required, Subcontractor shall ensure that its employees, sub-subcontractors, and materialmen comply with the same and shall indemnify and hold Contractor harmless against any grievances, claims for wages, claims for payments to fringe benefit and pension funds, or other claims or demands arising out of Subcontractor's or its sub-Subcontractor's non-compliance with any applicable labor agreement.
12. Subcontractor shall comply with the certified payroll and IL prevailing wages requirements. Subcontractor is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Department of Labor, at the time the work is performed. One resource for determining the current prevailing wage rate can be found at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx> maintained by the State of Illinois Department of Labor. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the work prior to completion of the Project, the revised rate will apply to the Contract from the effective date of such revision, provided however that such revision will not entitle the Subcontractor to any increased compensation under the terms thereof.
13. Subcontractor acknowledges the use of the Textura Payment System for all billing and payment processes in accordance with information to be provided by Contractor. Subcontractor is responsible for all fees associated with billing and payment applications submitted through the Textura Payment System. Training sessions will be made available upon the written request from Subcontractor.
14. Subcontractor shall comply with all provisions of Exhibit F, F.1 and F.2 attached hereto.

15. The Contractor shall treat all information relating to the Project and all information supplied to the Contractor by the Owner or Architect, or to which the Contractor has access on site, as confidential and proprietary information of the Owner and shall not permit its release to other parties except as may be necessary in dealing with governmental authorities, Subcontractors, suppliers and consultants in the ordinary course of permitting and constructing the Project, and shall not make any public announcement or publicity releases without the Owner's prior express written authorization. This information includes, without limitation, Project Contract Documents, drawings, renderings, design objectives, software, client or customer lists, contacts, procedures, construction management techniques and services, business plans, cost and expense data, present and future products and services and policies relating to their business. All Subcontracts shall require the same of Subcontractors of all tiers.
16. The Contractor agrees to indemnify and hold the Owner harmless for all costs, expenses, losses, claims, fines, penalties, and other monies, associated with the Contractor's or any of its lower tier subcontractors' or suppliers' failure to comply with any applicable governing law or regulations, including any failure to pay prevailing wages as required by any applicable prevailing wage requirements, if applicable, or any other governing law or regulation pertaining to wages. The Contractor's failure to comply with federal, state and local law applicable to the Work under this Agreement shall be grounds for termination of this Agreement.
17. Subcontractors acknowledge that any bids received will be posed to the CCDES's E-Builder software system.
18. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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 the Contract Documents, assumes toward the Owner and Architect, (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner, (3) comply with the requirements of all applicable laws, including 30 ILCS 540, regard to timely payment of subcontractor invoices, and (4) comply with the requirements of all applicable laws, with regarding to collection from and payment to subcontractor of subcontract retainage.



**ATTACHMENT C
ENUMERATION OF DOCUMENTS**

Project Name: XXXX
CORE Project No: XX-XX-XXX

PROJECT MANUAL				
Specification/ Drawing #	Description	Original Spec / Drawing Date	Latest Revision Date	Revision #
Division 01	General Requirements			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 02	Existing Conditions/Site			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 03	Concrete			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 04	Masonry			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 05	Metals			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 06	Wood, Plastics, and Composites			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 07	Thermal and Moisture Protection			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 08	Openings			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 09	Finishes			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 10	Specialties			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 11	Equipment			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 12	Furnishings			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 13	Special Construction			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 14	Conveying Equipment			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 21	Fire Suppression			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 22	Plumbing			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 23	Heating, Ventilating, and Air Conditioning			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 25	Integrated Automation			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 26	Electrical			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 27	Communications			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 28	Electronic Safety and Security			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 31	Earthwork			
(List Div. Sections)	TBD	TBD	TBD	TBD
Division 32	Utilities			
(List Div. Sections)	TBD	TBD	TBD	TBD
DRAWINGS				
Specification/ Drawing #	Description	Original Spec / Drawing Date	Latest Revision Date	Revision #
TBD	TBD	TBD	TBD	TBD
ADDENDUMS & REVISIONS				
Revision #	Description	Original Date		
TBD	TBD	TBD		

Attachment D
Baseline Project Schedule

“Insert Here”

SAMPLE



ATTACHMENT E INSURANCE CONDITIONS

Project Name: Name of Project

CORE Project No: XX-XX-XXX

Prior to starting work on the project site, Subcontractor shall provide, subject to the approval of Contractor, certificates and endorsements evidencing the insurance required within this Attachment. Any acceptance of Certificates of Insurance or endorsements by Contractor, or failure of Subcontractor to provide Certificates of Insurance or endorsements, shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract. All insurance policies shall remain in full force and effect throughout the contract duration.

CORE is now using a third-party vendor, JONES, to assist with tracking certificates of insurance. You will receive an email from **compliance@gaisb.com** containing a link through which you must upload your certificate of insurance, with required endorsements, for consideration. **DO NOT EMAIL COIs TO compliance@gaisb.com, ONLY UPLOAD COIs VIA THE LINK WHICH YOU WILL RECEIVE.** You will receive additional communications from this email address for various compliance issues such as expiration notices, deficiencies or "Gaps" in coverage, as well as a notification when you are compliant.

Should you have any questions, please direct them to:

compliance@gaisb.com

Please ensure that the certificates include the Project Name, CORE Project Number and all additional insureds as required by the Contract Documents. Endorsements, if not blankets, must also include the names of all additional insureds. Your submission will otherwise be rejected.

Required Additional Insured(s) listed below:

- CORE Construction Services of Illinois, Inc. (Contractor)
- CIS Cook, LLC (Owner)
- XXX (Architect) and Architect's Consultants

The Certificate Holder will be:

CORE Construction Services of Illinois, Inc.
601 SW Water Street
Peoria, IL 61602

INSURANCE REQUIREMENTS:

1. Workers' Compensation:

Coverage A. Statutory Benefits, in required statutory limits for the state in which the work is to be performed.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement in favor of the Additional Insureds.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Hired and Non-Owned".

If the Contract Documents require Subcontractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

An endorsement naming, to the fullest extent permitted by law, Contractor, Owner, and any other parties in interest as Additional Insured(s) under the coverage specified under Commercial Auto Coverage.

An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."

Coverage must include a Waiver of Subrogation endorsement in favor of the Additional Insureds.

3. Commercial General Liability:

Limits must meet the minimums set forth below, or the policy limit, whichever is greater:

Per Occurrence	\$2,000,000
Personal Injury/Advertising Injury	\$2,000,000
Products/Completed Operations Aggregate	\$4,000,000
General Aggregate (other than Products/Completed Operations)	\$4,000,000

Excess or Umbrella policies may NOT be used to meet the above limit requirements.

Coverage must include a Waiver of Subrogation endorsement in favor of the Additional Insureds.

Both policy forms must include:

- a) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- b) Products and Completed Operations coverage shall be maintained from the Substantial Completion date of the project through the expiration of the statute of repose for the jurisdiction in which the project is located.
- c) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- d) Broad Form Property Damage coverage, including completed operations or its equivalent.
- e) An endorsement naming, to the fullest extent permitted by law Contractor, Owner and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on both ISO forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalent. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE. Additional Insured endorsements must be submitted with the certificate of insurance.
- f) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- g) Coverage on an "Occurrence" form. "**Claims Made**" and "**Modified Occurrence**" forms are not acceptable.
- h) Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Subcontractor shall obtain the following umbrella or excess liability insurance (must cover over WC, GL, and Auto) in addition to the above liability amounts with limits, both per occurrence and in the aggregate, not less than:

Piling & Earth Retention Subcontractors	\$5,000,000
Electrical Subcontractors	\$5,000,000
HVAC Subcontractors	\$5,000,000
Masonry/Concrete/Pre-cast Subcontractors	\$5,000,000
Structural Wood/Metal Framing Subcontractors	\$5,000,000
Elevator Subcontractors	\$5,000,000
Site Utility Subcontractors	\$5,000,000
Plumbing Subcontractors	\$5,000,000
Curtain Wall Subcontractors	\$5,000,000
Roofing Subcontractors	\$5,000,000
Structural Steel Subcontractors	\$5,000,000
Fire Protection Subcontractors	\$5,000,000
All Other Subcontractors	\$2,000,000

5. Professional Liability:

\$1,000,000 per claim and in the aggregate

If Subcontractor has design or engineering responsibility in the execution of the Subcontract obligations, Subcontractor shall provide Professional Liability coverage with limited contractual liability coverage in favor of Contractor and a deductible of no greater than \$50,000 per claim. Any self-insured retention (SIR) must be clearly identified on the certificate of insurance and is subject to Contractor's approval. This insurance shall be maintained for not less than the duration of the project and five (5) years following completion of

construction. Retroactive date of such coverage must be on or before the date Subcontractor (and its consultants/sub-subcontractors) began providing professional services for the project.

6. Contractor's Pollution Liability:

Not less than:	\$5,000,000 per occurrence (or per claim, if Claims-Made) and in the aggregate for those handling or transporting hazardous materials
	\$1,000,000 per occurrence (or per claim, if Claims-Made) and in the aggregate for all others

If the scope of the Subcontractor's Work involves the handling, disposing of, or installing any state or federally regulated hazardous materials or Subcontractors performing mechanical, plumbing, HVAC, drywall, insulation, excavation, trenching, or any or containment of water in any manner or form whatsoever, including vapor or moisture barriers, roofing, flashing, windows, curtain wall, plaster or stucco (exterior only), EIFS, any building enclosure system or the protection from water intrusion, Contractor's Pollution Liability insurance covering bodily injury and property damage arising from sudden or gradual pollution incidents in connection with the Subcontractor's Work and those of its subtiers. Such insurance shall provide for legal costs, defense costs, clean-up and remediation costs, transportation of pollutants on and off the project site, non-owned disposal site liability. There shall be no exclusions for fungus, mold, silica, asbestos, or lead. If using a Claims Made policy, retroactive date shall be on or before the date Subcontractor begins its Work. An endorsement naming the additional insureds listed above shall be provided with a waiver of subrogation in favor of the Additional Insureds. Coverage shall be maintained including additional insured coverage for 5 years following Substantial Completion of the Project.

7. Unmanned Aircraft Vehicles/Drone Liability Coverage:

Not less than: \$2,000,000 per occurrence, both Bodily Injury/Property Damage and Personal & Advertising Injury

If Subcontractor utilizes Unmanned Aircraft Vehicles(UAVs)/Drones, Subcontractor shall provide Aviation Liability Insurance covering the use of UAVs/Drones. Such insurance shall cover bodily injury, property damage and Personal & Advertising Injury. Subcontractor shall comply with all FAA regulations relating to commercial operation of UAVs/Drones. Subcontractor shall notify Contractor of its intention to utilize these UAVs/Drones.

8. Other Requirements:

- a) All policies shall be endorsed to provide Contractor a thirty (30) day notice prior to any insurance policy, represented therein, being cancelled or modified.
- b) All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to Contractor.
- c) Certificates of Insurance with the required endorsements (as stated above) evidencing the required coverages must be delivered to the Contractor prior to commencement of any Subcontract Work. Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.

- d) Subcontractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by this Subcontract.
- e) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards and, to require Subcontractor to name additional parties in interest to be Additional Insureds. In the event Subcontractor is requested to provide such additional limits of liability coverage, Subcontractor will be allowed to submit a Change Order Request so that it may be compensated for any such change.
- f) In the event that rental of equipment is undertaken to complete and/or perform the Subcontract Work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- g) If the Work involves the design, construction, fabrication, preparation, installation, application, maintenance or repair (including remodeling, service, correction, or replacement) of any "exterior insulation finish system" (EIFS) or any part thereof, or substantially similar system, the Subcontractor's CGL policy shall not include exclusions for such work. Alternatively, "EIFS" coverage may be provided under a separate policy.
- h) In the event that the insurance coverages provided by the Subcontractor pursuant to the Contract Documents exceed the minimums set forth in the Contract Documents, then in that event, Contractor shall have the benefit of all such excess coverages.
- i) Subcontractor shall require any entity it hires to provide any services under the Contract Documents to provide evidence of insurance equivalent to the requirements of Subcontractor under this Attachment. When employees of the Subcontractor are provided via a Professional Employment Organization (PEO) or Employee Leasing Company, such entity shall provide a certificate of insurance (COI) evidencing their Commercial General Liability and Workers' Compensation/Employer's Liability coverages. Workers' Compensation policy shall include a waiver of subrogation endorsement in the favor of the Additional Insureds. Commercial General Liability and Employer's Liability limits must meet the minimum limits set forth above in Sections 1, 3 and 4.

9. Property Insurance/Builder's Risk:

- A. Contractor and Subcontractor waive all rights against each other and against Owner, Architect/Engineer, separate contractors, and all other subcontractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Subcontractor shall require its subcontractors to provide similar waivers.
- B. Subcontractor will be responsible for Builder's Risk/Property deductibles when such claims for loss or damage arise out of the negligent acts or willful misconduct of Subcontractor, or anyone for whose acts they are liable. Deductible responsibility will not extend to claims incurred as a result of flood, earthquake, Named Storm, or Severe Storm, as defined by the builder's risk policy.
- C. Any coverage provided under Builder's Risk policies maintained by Owner or Contractor shall exclude Subcontractor's tools and equipment, including trailers, excavators, scaffolds and forms.



PRELIMINARY LIEN INFORMATION
CORE JOB NO. XX-XX-XXX

NAME OF PROJECT: _____
ADDRESS: _____
CITY/STATE/ZIP: _____

PROJECT MANAGER _____ PHONE: _____
ASST PROJECT MGR: _____ PHONE: _____
SUPERINTENDENT: _____ PHONE: _____
PROJECT COORDINATOR: Becky Dluski PHONE: 309-404-4636
PROJECT ACCOUNTANTS: Julie Mulhern PHONE: 219-595-3517
SAFETY COORDINATOR: Kevin Gorshe PHONE: 309-360-6775

OWNER'S NAME: CIS Cook, LLC
ADDRESS: 3055 Plymouth Road, Suite 205
CITY/STATE/ZIP: Ann Arbor, Michigan 48105

CONTRACTOR: CORE Construction Services of Illinois, Inc.
ADDRESS: 601 SW Water Street
CITY/STATE/ZIP: Peoria, Illinois 61602
PHONE: (309) 404-4700 FAX: (309) 266-6553

CONTRACTOR'S LICENSE NO.: N/A
LENDER'S NAME: N/A
BONDING COMPANY: N/A



BILLING PROCESS FOR MAJOR PROJECT VENDORS

1. All subcontractors and major material suppliers are considered major vendors on CORE's construction projects and shall be herein referred to as vendors. Second and third tier subcontractors and suppliers shall be referred to as sub-vendors.
2. In Order to expedite the process of the monthly pay application, CORE utilizes an electronic processing and payment product called Textura. All CORE vendors are required to register with Textura at least 30 days prior to their first billing. If you have not previously registered, please go to <https://www.oracle.com/construction-engineering/textura-training> for further information or contact CORE.
3. The following documents will be required by CORE on every project during every monthly billing cycle:
 - 1) Application for Payment
 - 2) Schedule of Values
 - 3) Lien Releases (Waivers) from both vendor and sub-vendors
4. To facilitate the preparation of the monthly pay request to the Architect/Owner, the vendor shall submit to CORE's project manager a schedule of values in the approved format for the work that the vendor considers completed. After an agreement has been reached between the project manager and the vendor, CORE will attempt to collect the percentages requested. If the percentages approved by the Architect/Owner are different from that submitted by the vendor, CORE will communicate this information to the vendor. Any back up information that is available to support the amount being requested is highly recommended.
5. When a vendor's invoice is presented for final payment, CORE shall require unconditional final lien releases from all sub-vendors before releasing any funds to the vendor. If at any time CORE has reasonable doubt of a vendor's ability to pay his sub-vendors in full, CORE Construction reserves the right to require prior lien releases or to issue joint checks regardless of the amounts involved.
6. If a vendor has more than one subcontract agreement or purchase order with CORE on any project, separate invoices, schedule of values, and waivers shall be submitted for each agreement.
7. Any additional billing information requested by the Owner, Architect, Construction Manager, or CORE shall be submitted as requested.
8. To collect retention money due, vendors must submit a separate invoice in order for CORE to process the amount for payment. A Full & Final contract verification will be sent out verifying final contract amounts, this will need to be signed and returned.
9. All payment applications, with projections through the end of the month, need to be submitted by the 25th of the month. Once the draw closes, you will not be included for funds disbursement for that month.
10. Enclosed with your contract is a W9 form. Please complete and return with your signed contract if you have not previously done so.

Oracle's Textura Payment Management: Work Faster and More Efficiently

What Is Textura Payment Management (TPM®)?

Oracle's TPM is an Internet-based construction invoicing and payment solution. With the TPM system, subcontractors can electronically sign and submit their pay applications—including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In addition, TPM facilitates submission and tracking of compliance documents and sub-tier waivers. In short, TPM has revolutionized the construction payment process. Thousands of subcontractors currently use TPM to submit their pay applications every month.

Sign Pay Applications and Submit Electronically

TPM automatically generates the required Pay Application documents and transmits them to your GC electronically at the click of a button.

- Invoices are created by simply entering a percent complete or dollar value by line item of your budget
- Electronic submission of documents eliminates the expense and inconvenience of fax or hand delivery
- Invoice amounts are verified with lien waiver and payment amounts, reducing the risk of error

Receive Payments via ACH

TPM uses the secure ACH network for electronic deposit of funds to accelerate draw payments.

- ACH will deliver funds faster than a manual check. Payments are made through TPM directly by the GC and are subject to the terms of your contract.
- ACH works like direct deposit. Funds are immediately available, no waiting for checks to clear.
- TPM alerts you via email that payment has been disbursed.

Know What is Happening, When It Happens

TPM offers complete visibility throughout the draw process and notifies users of critical events.

- Receive real-time notifications when a draw is opened, change order issued, payment disbursed, etc.
- Receive email reminders to update expiring insurance documents and notification of non-compliance.
- Online invoice approval and rejection ensures that both parties are informed of final invoice amounts.

Manage Documents Online

Project documents created in or uploaded to the system are available for viewing, printing or downloading to your computer. TPM will store these documents for a minimum of ten years.

- Pay Application backup documents are submitted quickly and easily via an upload attachment feature.
- Electronic submission & tracking of legal documents such as insurance certificates reduces payment holds.
- Possibility for lost or delayed documents resulting in held payments is virtually eliminated

What Does It Cost to Use TPM?

0.22 % of contract value*

- Maximum – \$5,000
- Sub-tier subcontractors – \$100

Payment Methods

- ACH (default) or Credit Card

**Plus applicable taxes*

Technical Requirements:

TPM is completely web-based- there is no software to install. Users need only:

- Internet access (high-speed recommended)
- Email access for each user
- Adobe Acrobat Reader 6.0 or higher (free download)

Free Training & Support:

Our Training Supports your training needs with:

- Free webinars
- Individual training by phone
- Training videos
- Live in-app chat

Support representatives are available to answer your questions at 866 -TEXTURA (866-839-8872).

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “By signing the filled-out form” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter **one** of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

SAMPLE



SUBCONTRACTOR INFORMATION SHEET		
>Enter Project Name<		
COMPANY CONTACT INFORMATION		
Company Name:		
Accounting Contact:		
Principal Contact:		
Phone:	Fax:	E-mail:
Address:		
City:	State:	ZIP Code:
Emergency After Hours Contact Person:		
Mobil Phone:	E-mail:	
PROJECT CONTACT INFORMATION		
Alternate (Local) Address:		
City:	State:	ZIP Code:
Telephone:	Fax:	
Project Manager:		
Mobil Phone:	E-mail:	
Superintendent:		
Mobil Phone:	E-mail:	
On-Site Foreman:		
Mobil Phone:	E-mail:	
Safety Representative:		
Mobil Phone:	E-mail:	
PROJECT CLOSEOUT – ADDITIONAL CONTACT INFORMATION		
Closeout Contact:		
Phone:	Fax:	E-mail:
Name:		Title:
Phone:	Fax:	E-mail:

SECTION 00 25 13 - PREBID MEETINGS**1.1 PREBID MEETING**

- A. A pre-bid meeting will not be conducted by the Contractor or the Architect, as the site is available for review by bidders at any time during the bidding period
- B. **Attendance:**
1. A site visit is recommended but not required
- C. **Separate Contracts:**
1. Work by Owner.
 - a. See Drawings for Owner supplied items.
 2. Work of Other Contracts.
 - a. Not applicable.
- D. **Project Description:**
- a. CORE Construction is the Construction Manager for the above referenced project.
 - b. We are requesting finalized pricing based on the final bid documents.
 - c. Project New Park in East Markham
 - 1) Work to include Earthwork, Site Utilities, and Landscaping
- E. **Contacts**
1. CORE Construction Contact:
 - a. Nicholas Monreal
Cell: 708-404-1083
Email: nicholasmonreal@coreconstruction.com
- F. **Communication**
1. Project documents and correspondence will be sent through the Building Connected site.
 2. All drawings, specifications, trade manuals and addenda will be released via the Building Connected site.
 3. An account is required but it is free to set up.
Contact Nicholas Monreal (nicholasmonreal@coreconstruction.com) if there are any issues accessing files or information on Building Connected.
 4. Send all RFIs and Substitution Request direct to CORE Construction
 - a. Email: nicholasmonreal@coreconstruction.com
- G. **Scope**
1. Bid Packages scopes of work as defined in specification 00 24 00 – Bid Packages
 - a. Each Bid Package will be turnkey submissions; furnish and install complete per the plans and specifications.
 2. Also note 00 22 00 – Sample Subcontract Agreement, prime bidders should review as CORE's minimum insurance requirements are typically in excess of standard policies. Include all additional costs and premiums to provide for specified insurance coverage and general provisions in base bid.
 3. Refer to 00 70 00 – General Conditions and 00 80 00 – Supplementary Conditions for additional contracting requirements and limits on change orders.
- H. **Specific Cost Information**

1. Include in your bid the costs for the Oracle Textura Payment Management per specification section 01 29 00 Payment Procedures Textura. Cost of Textura is as follows: 0.0022 of your bid + \$100 for every sub tier contractor with a max of \$5,000 Bidder
2. **Project is not tax exempt.**
3. Project requires a 100% payment and performance bond. Include the cost of bonding within your bid price. Refer to 00 21 13 – Instructions to Bidders for additional payment and performance bond requirements.
4. Permits and AHJs fees for your scope of work.
5. Prevailing wage is required.

I. Bid Submission Requirements

1. Bid due and opened at the following location:
Friday, May 15th at 2:00 PM CDT
Submission via buildingconnected.com
2. Prime bids should be submitted electronically through Building Connected website
3. Do not submit any bids to CORE FOR PRIME BIDS
4. Prime Bidders need the following:
 - a. CORE Bid Form
 - b. Unit Price Form per 01 22 00 – Unit Prices
 - c. 10% bid bond/bid security
 - 1) 1 bid form/ bond per bid package
5. Combo deducts with be accepted in separate sealed bids.
6. Non-Prime Bidders:
 - a. If you are sub tier bidder (not prime bidder) bids can be submitted by email to a prime bidder.
7. Do not modify the bid form in any manner or provide attachments
 - a. Attachments to or modification of the bid form in any manner will be considered ground for dismissal at the discretion of the Owner.
8. Please acknowledge any and all addenda
9. The bid opening will occur at the date and time specified above.

J. Alternates

1. N/A

K. Safety

1. All contractors personnel must go through CORE's safety orientation prior to starting work.
2. Please review safety requirements in all contracts.

L. Temporary Facilities.

- 1) Refer to site logistics plan 01 50 00a – to be issued via addendum
- 2) Contractor parking will be provided within the jobsite limits
- b. Work Restrictions.
 - 1) For bidding purposes, assume working hours are 7:00 AM – 3:30 PM
- c. Other Bidder Questions.

M. Site/facility visit or walkthrough

N. Post-Meeting Addendum.

1. Questions: Questions will be addressed throughout the bidding process, questions not submitted in writing and not clarified via addenda shall not be considered binding. Oral clarifications shall not be relied upon by bidders.
2. Minutes: Construction Manager will record and distribute meeting minutes to attendees and others known by the issuing office to have received a complete set of Procurement and Contracting

Documents. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.

END OF SECTION 00 25 13p

SECTION 00 31 13 – PROJECT SCHEDULE

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide the Owner’s information for Bidders’ convenience and are intended to supplement rather than to serve in lieu of Bidders’ own investigations. They are made available for Bidders’ convenience and information but do not affect Contract Time requirements. This document and its attachments are part of the Contract Documents.
- B. Available Project information includes the following:
 - 1. Project Schedule.
- C. The project schedule, including design and construction milestones, is included in the bid documents. The Contractor’s Project Schedule is attached to this Section.
- D. Bidders are to include the following within their proposal:
 - 1. All required multiple shifts, overtime, and crew changes as required to meet the project schedule. Bidder acknowledges that a one-day duration on the schedule is equal to as many hours within the workday required to maintain the project schedule.
 - 2. Inspections must be scheduled to take place during the municipalities’ standard working hours with 72 hours advanced notice. The Subcontractor is responsible for scheduling all inspections pertaining to their scope of work; schedule inspections to ensure that the Subcontract is maintaining the project schedule.
 - 3. The Subcontractor has 72 hours from issuance of Subcontract via DocuSign to execute and return to Construction Manager in order to maintain the project schedule.
- E. Related Requirements:
 - 1. Section 01 10 00 “Summary” for phased construction requirements.

END OF SECTION 00 31 13

SECTION 00 41 23 - BID FORM**PART 1 - BID FORM****1.1 BID INFORMATION**

- A. Bidding Subcontractor: _____.
- B. Project Name: Justice Public Works Detention Basin
- C. Project Location: 8748 West 82nd Place Justice, IL 60458
- D. Owner: CIS
- E. Architect: Terra Engineering
- F. Construction Manager: CORE Construction Services of Illinois, Inc.

1.2 BID PACKAGES

- A. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared Arcadis. and the Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services for the following bid package **(check only the applicable bid package, limit 1 bid package per bid form), including all scheduled allowances**, necessary to complete the construction of above-named Project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

_____ Bid Package 01 Site Work

1.3 BASE BID AMOUNT

_____ Dollars (\$_____).

- A. The above base bid amount may be modified by amounts indicated by the Bidder for Alternates and Unit Prices.
- B. Bidders submitting on multiple bid packages must do so with separate bid forms for each bid package.
- C. The above base bid shall include all allowances specified for the noted bid package per section 00 24 00 Bid Packages

1.4 ALTERNATE

- A. N/A

1.5 UNIT PRICES

- A. The undersigned bidder has included a complete copy of the requested unit price form. Reference 01 22 00 – Unit Prices.

1.6 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, constituting 10% of the Base Bid amount above:
- B. In the event Owner does not offer a Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.7 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to complete the Work of the Contract Documents as shown in the schedule in section 00 31 13 – Project Schedule.

1.8 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated _____.
 2. Addendum No. 2, dated _____.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.
- B. Note all addenda issued.

1.9 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2026.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).

- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Street Address: _____.
- G. City, State, Zip: _____.
- H. Email: _____.
- I. Phone: _____.
- J. License No.: _____.
- K. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF SECTION 00 41 23



SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

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

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

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

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

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

The Undersigned certifies:

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

Submitted by: _____
Signed by: _____
Firm: _____
Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

Oracle's Textura Payment Management: Work Faster and More Efficiently

What Is Textura Payment Management (TPM®)?

Oracle's TPM is an Internet-based construction invoicing and payment solution. With the TPM system, subcontractors can electronically sign and submit their pay applications—including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In addition, TPM facilitates submission and tracking of compliance documents and sub-tier waivers. In short, TPM has revolutionized the construction payment process. Thousands of subcontractors currently use TPM to submit their pay applications every month.

Sign Pay Applications and Submit Electronically

TPM automatically generates the required Pay Application documents and transmits them to your GC electronically at the click of a button.

- Invoices are created by simply entering a percent complete or dollar value by line item of your budget
- Electronic submission of documents eliminates the expense and inconvenience of fax or hand delivery
- Invoice amounts are verified with lien waiver and payment amounts, reducing the risk of error

Receive Payments via ACH

TPM uses the secure ACH network for electronic deposit of funds to accelerate draw payments.

- ACH will deliver funds faster than a manual check. Payments are made through TPM directly by the GC and are subject to the terms of your contract.
- ACH works like direct deposit. Funds are immediately available, no waiting for checks to clear.
- TPM alerts you via email that payment has been disbursed.

Know What is Happening, When It Happens

TPM offers complete visibility throughout the draw process and notifies users of critical events.

- Receive real-time notifications when a draw is opened, change order issued, payment disbursed, etc.
- Receive email reminders to update expiring insurance documents and notification of non-compliance.
- Online invoice approval and rejection ensures that both parties are informed of final invoice amounts.

Manage Documents Online

Project documents created in or uploaded to the system are available for viewing, printing or downloading to your computer. TPM will store these documents for a minimum of ten years.

- Pay Application backup documents are submitted quickly and easily via an upload attachment feature.
- Electronic submission & tracking of legal documents such as insurance certificates reduces payment holds.
- Possibility for lost or delayed documents resulting in held payments is virtually eliminated

What Does It Cost to Use TPM?

0.22 % of contract value*

- Maximum – \$5,000
- Sub-tier subcontractors – \$100

Payment Methods

- ACH (default) or Credit Card

**Plus applicable taxes*

Technical Requirements:

TPM is completely web-based- there is no software to install. Users need only:

- Internet access (high-speed recommended)
- Email access for each user
- Adobe Acrobat Reader 6.0 or higher (free download)

Free Training & Support:

Our Training Supports your training needs with:

- Free webinars
- Individual training by phone
- Training videos
- Live in-app chat

Support representatives are available to answer your questions at 866 -TEXTURA (866-839-8872).

SECTION 00 80 00 - SUPPLEMENTARY CONDITIONS

1.1 DESCRIPTION

- A. The following supplements modify, change, delete from, or add to the General Conditions as referenced. Modification of any Article, or modification or deletion of any paragraph, subparagraph, sentence, or clause thereof does not negate or change the full meaning and effect of unmodified and undeleted portions of such Articles, paragraphs, sub-paragraphs, sentences, and clauses.
- B. All provisions of the General Conditions not supplemented herein remain in full effect.

1.2 SUPPLEMENTS

- A. ARTICLE 3: CONTRACTOR
 - a. 3.2 Review of Contract Documents and Field Conditions by Contractor - Add the following:
 - i. 3.2.5 No claims concerning the unsuitability of any material specified or inability to produce first-class work with the same will be considered unless such claim is made in writing to the Architect before work is begun.
 - b. 3.5 Warranty
 - i. 3.5.6 Add the following: The Contractor further warrants to the Owner and Architect that to the best of his knowledge, and in reliance upon the manufacturers' published specifications and product information, all materials furnished under this Contract will be free from asbestos or polychlorinated biphenyl (PCB).
 - c. 3.13 Use of Site - Add the following:
 - i. 3.13.1 If at any time it becomes necessary to move materials temporarily located, which are to enter into the final construction, the Contractor furnishing the materials shall, when so directed by the Architect, move them to another location at his own expense if the original location was not approved by the Owner or Architect.
- B. ARTICLE 7 – CHANGES IN THE WORK
 - a. ADD Subparagraph 7.2.2 as follows:

“7.2.2 Agreed Overhead and Profit Rates. For any adjustments to the Subcontract Sum, the Subcontractor agrees to charge and accept payment for their overhead and profit at the following maximum percentages of the cost attributable to the change on the work.

- .1 for each subcontractor or sub subcontractor involved, for any Work performed by that Subcontractor’s own forces, **fifteen percent (15%) of the cost.**
- .2 for each subcontractor, for Work performed by his Sub subcontractors, **five percent (5%)** of the amount due the Sub subcontractor
- .3 in order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed, above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involved over \$200.00 be approved with such itemization.
- .4 for deleted work the credit shall be the net cost.

The overhead and profit charges referred to in the preceding subparagraphs 1-4 shall constitute full reimbursement for all costs of supervision, engineering, field and main office expense, premiums on insurance and bonds, small tools, incidental job burdens, etc.

If the amount of such Construction Change Directive exceeds \$10,000 (increase or decrease) or 30 days' time (increase or decrease), the Construction Change Directive must be accompanied by a Change Order Authorization form (available from the Owner) to be completed by the Contractor in accordance with Article 33E of the Illinois Criminal Code.

C. ARTICLE 11 – INSURANCE AND BONDS

- a. Add the following Clause 11.1.2.1 to 11.1.2:

“Subcontractors shall provide insurance as specified in section 00 22 00b Sample Subcontract Attachment E - Insurance Conditions”

END OF SECTION 00 80 00

SECTION 00 81 00 – PROJECT SAFETY REQUIREMENTS

1.1 GENERAL

- A. Subcontractors shall comply with all requirements of the Construction Manager's Safety Policy
- B. Subcontractors shall comply with all Owner safety requirements and rules.
- C. Available Project information includes the following:
- D. CORE CONSTRUCTION GENERAL SAFETY RULES FOR SUBCONTRACTORS (Site Safety Orientation)
- E. Owner's safety requirements and rules.
- F. The full Construction Managers Safety Policy shall be made available upon request.

END OF SECTION 00 81 00

SECTION 01 10 00 - SUMMARY**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Type of Contract.
 - 3. Work covered by Contract Documents.
 - 4. Work under separate contracts.
 - 5. Access to the site.
 - 6. Coordination with occupants.
 - 7. Work restrictions.
 - 8. Specification and drawing conventions.
- B. Related Requirements:
 - 1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of the Owner's facilities.

1.3 PROJECT INFORMATION

- A. **Project Identification:** CCCRP Justice Public Works Detention Basin
 - 1. Project Location: 8748 West 82nd Place Justice, IL 60458
- B. **Owner:** CIS Solutions
 - 1. Joey Monheit – Design and Construction Director
3055 Plymouth Road Suite 205 Ann Arbor, MI 48105
- C. **Architect:** Terra Engineering
 - 1. 225 W Ohio Street. Suite 400, Chicago, IL 60654
- D. **Construction Manager:** CORE Construction Services of Illinois, Inc., 81 Warrenville Road, Lisle, IL 60532.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Project Description: Project consists of an interior remodel of an existing building to a 911 Emergency Dispatch Center. The project also has alternates that include exterior building enclosure and site work.

B. Type of Contract:

1. This project will be constructed under coordinated, concurrent multiple contracts.
2. See Section 00 24 00 "Bid Packages" for a description of work included under each of the multiple contracts.
3. Bid Packages shall be publicly bid and awarded to the lowest responsive and responsible bidder for each package.
4. When the lowest responsive and responsible bid package bidders are identified, the Owner shall be deemed to have assigned those bid package contracts to the Owner's Construction Manager, which shall enter into Subcontract agreements with each respectively awarded Bid Package bidder using a form of subcontract agreement substantially similar to that contained in 00 21 13 "Instructions to Bidders". The Construction Manager may reassign the Contracts to the Owner if required by law or may refuse assignment if a legal or contractual conflict prevents Construction manager from accepting assignment of any Contract. In such case, the Construction Manager shall manage said Contract in the same manner as Contracts assigned to the Construction Manager. By submitting a bid, Contractors agree they will either accept assignment to the Construction Manager or enter into a contract directly with the Owner (managed by the Construction Manager) using an AIA agreement written for this purpose.
5. By submitting its bid, the bidder shall be deemed to have consented to the aforesaid assignment and to have agreed to become an assigned Subcontractor to the Construction Manager.
6. Upon assignment, the Subcontractor shall become a subcontractor of the Construction Manager pursuant to the Subcontract Agreement and, as provided by law, will no longer have any contractual rights against the Owner and shall have contractual privity only with the Construction Manager.

1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with all separate Subcontractors so work on those Subcontracts may be carried out smoothly, without interfering with or delaying work under this Bid Package Subcontract or other Subcontracts. Coordinate the Work of this Bid Package Subcontract with work performed under separate Bid Package Subcontracts and other Owner Contracts.
- B. Preceding Work: The owner will award separate contract(s) for the following construction operations at the project site. Those operations are scheduled to be substantially complete before work under this Bid Package Subcontract begins.
 1. Not applicable.
- C. Concurrent Work: The Owner will award separate contract(s) for the following construction operations at the project site. Those operations will be conducted simultaneously with work under this Bid Package Subcontract.
 1. Not applicable.

1.6 PROJECT SCHEDULE

- A. The work shall be conducted in one Phase.

1.7 STORAGE

- A. Refer to site logistics plan
- B. Schedule deliveries with the Construction Manager to minimize the use of driveways and entrances by construction operations.
- C. Schedule deliveries with the Construction Manager to minimize space and time requirements for the storage of materials and equipment on-site.

1.8 ACCESS TO SITE

- A. General: The Construction Manager shall have phased use of the project site for construction operations during the construction period.
- B. Subcontractor shall comply with Construction Manager's site logistics plan and Schedule in order to achieve to the following requirements:
- C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of the project site beyond areas in which the Work is indicated
- D. Protect existing site improvements and public access ways to remain: If pavements, curbs, and other site improvements to remain are damaged or defaced during Subcontractor's construction operations, the subcontractor shall repair and restore all to condition at start of construction or better.

1.9 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Cooperate with the Owner and Construction Manager during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the Owner, Construction Manager, and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to the Owner of activities that will affect the Owner's operations.

1.10 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on the use of public streets and with other requirements of authorities having jurisdiction.
 - 2. On-Site Work Hours: Limit work in the existing building to normal union working hours, Monday through Friday, except as otherwise indicated.

3. Coordinate with Construction Manager regarding the scheduling of off shift working hours. Subcontractor shall provide all labor, equipment, and materials as necessary to achieve the Construction Manager's schedule.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
 2. Obtain the Construction Manager's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with the Owner.
1. Notify Construction Manager not less than two days in advance of proposed disruptive operations.
 2. Obtain the Construction Manager's written permission before proceeding with disruptive operations.
 3. Provide applicable information regarding expected noise, sound and odor expected during subcontractor's construction activities to the Construction Manager and the authority having jurisdiction. Subcontractors shall be responsible for attaining all village contractor licensing fees, bonds, etc. as it pertains to their work and scheduling of inspections. Where field measurements exceed allowable limits, the Subcontractor shall cease operating such equipment and repair or replace it with equipment that complies with requirements.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes. Refer to Construction Manager's Safety Policy.
- E. Controlled Substances: Use of tobacco products, alcohol, and other controlled substances on the project site is not permitted. Refer to Construction Manager's Safety Policy.
- F. Employee Identification: The contractor will provide identification tags for Contractor personnel working on the Project site. Require personnel to use identification tags at all times.
1. Badging Cost: Not applicable.
- G. Employee Screening: Comply with the Owner's requirements for drug and background screening of Contractor personnel working on the Project site.
1. Maintain a list of approved personnel with the Construction Manager's Representative.
 2. Refer to section 00 43 00 Criminal Background Certification
 3. Subcontractor's shall submit Criminal Background Certification for personnel prior to personnel being present at the site.

1.11 PAYMENT AND RETAINAGE

- A. Refer to section 01 29 00 Payment Procedures

1.12 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by the Subcontractor to which the specification section has been assigned via the Bid package unless specifically stated otherwise.
- B. Division 00 and 01 General Requirements of Sections 00 and 01 apply to the Work of all Sections in Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 01 10 00**

SECTION 01 21 00 - ALLOWANCES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain Bid Packages may contain allowances for work which may not be reasonably quantified at the time of the bid. Each Subcontractor shall include such allowances in their total bid for the associated Bid Package. Failure to include the required allowances will result in rejection of the bid and may result in forfeiture of the bid security.
 - 2. All work performed against an allowance shall be documented on a Time and Material Ticket available from the Construction Manager. Tickets for such Time and Material Work shall be completed daily and shall be turned in to the Construction Manager by 9:00 AM of the day following the day on which the work was performed. Failure to submit Tickets in a timely manner may result in rejection of any costs for work performed. Each Subcontractor shall notify the Construction Manager prior to starting any Allowance or Time and Material Work and shall subsequently notify the Construction Manager when such work has been completed
 - 3. Each Subcontractor shall submit wage rates to be used for allowances upon award of Contract. Wage rates shall only include straight time scale wages, benefits, FICA, State Unemployment, Federal Unemployment, and Workers Compensation. No other costs or mark-ups will be allowed in determining the wages used for determining allowances. Examples of costs that are not allowed include, but are not limited to, vehicles, phones, fuel, tools, vacation, overhead, bonuses, incentive pay, safety bonuses, etc.
 - 4. Mark-up (i.e. overhead & profit) for allowances should be included in the base bid price and will not be added to individual allowance uses or T&M tickets associated with the allowance.
 - 5. Allowances which remain unused at the conclusion of the project shall be credited back to the owner by deductive change order.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after the award of the Subcontract, advise the Architect and the Construction Manager of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At the Construction Manager's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for the purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for the installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in the same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 ALLOWANCES

- A. Allowance shall include the cost to the Subcontractor of specific products and materials ordered by the Owner or selected by Architect under allowance and shall include freight and delivery to the project site.
- B. Unless otherwise indicated, Subcontractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Subcontract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after the installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to the Owner's storage space as directed.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. 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. The 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.
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 the selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
 3. All work performed against an allowance shall be documented on a Time and Material Ticket available from the Construction Manager. Tickets for such Time and Material Work shall be completed daily and shall be turned in to the Construction Manager by 9:00 AM of the day following the day on which the work was performed. Failure to submit Tickets in a timely manner may result in rejection of any costs for work performed. Each Contractor shall notify the Construction Manager prior to starting any Allowance or Time and Material Work and shall subsequently notify the Construction Manager when such work has been completed.
 4. Each Contractor shall submit wage rates to be used for allowances upon award of Contract. Wage rates shall only include straight time scale wages, benefits, FICA, State Unemployment, Federal Unemployment, and Workers Compensation. No other costs or mark-ups will be allowed in determining the wages used for determining allowances. Examples of costs which are not allowed include, but are not limited to, vehicles, phones, fuel, tools, vacation, overhead, bonuses, incentive pay, safety bonuses, etc.
 5. Allowances which remain unused at the conclusion of the project shall be credited back to the owner by deductive change order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Refer to section 00 24 00 – BID PACKAGES for allowances required in each bid package.

END OF SECTION 01 21 00

SECTION 01 22 00 - UNIT PRICES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 UNIT PRICE ALLOWANCES

- A. This project shall utilize unit price allowances. A base bid quantity has been noted on the bid form which shall be provided by the noted bid package bidder. Bidders shall be required to include the noted quantities for their bid package in their base bid price as an allowance. Adjustments to the subcontract Contract made by in-field measurements will be made via additive or deductive change order for the unit price listed on the bid form if the quantity of work is above or below the allowed amount.

1.5 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. The Owner and Construction Manager reserve the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Provide unit prices as requested for your bid package within your sealed bid submittal. Complete, print this form and enclosure it in your sealed bid envelope prior to submission of bid.
- B. Unit Prices shall be used to adjust the cost of the Work due to changes. All Unit Prices submitted shall be complete in-place prices and include all costs for overhead, profit, bond costs, labor, materials, equipment, engineering, shop drawings and any other incidentals related to the completion of the Work and shall remain firm for the period of the contract.

Bid Package 01 – Site Work _____

- See sheet 01 22 00a Unit Price Breakout to be submitted with Bid Form

END OF SECTION 01 22 00

PUBLIC WORKS DETENTION BASIN

ITEM#	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL
	<u>General Site Work</u>				
1	Mobilization and demobilization	2	Ea.		
2	Stabilized construction entrance, roads, gravel fill, 12" gravel depth	80	S.Y.		
3	Tree Trunk Protection for Construction	6	Ea.		
4	Temporary construction fencing, chain link, 6 ft high with dust barrier	1080	L.F.		
	<u>Existing Conditions Demolition</u>				
5	Storm structure adjustment	1	Ea.		
6	Selective demolition, utility removal, storm pipe 36" diameter	15	L.F.		
7	Selective demolition, chain link fence	170	L.F.		
8	Ground protection mat, composite	2200	S.F.		
	<u>Earthwork</u>				
9	Clearing & grubbing, brush, < 8" diameter, including stumps	1.00	Acre		
10	Selective tree removal 8" diameter and greater, including stumps	2	Ea.		
11	Topsoil stripping and stockpiling, 6"	737	C.Y.		
12	Earth Excavation	1248	C.Y.		
13	Haul Off -Earth Excavation (Clean fill)	1560	C.Y.		
14	Rough grading (embankment)	2	Ea.		
15	Fine grading	40	M.S.F.		
16	Topsoil Respread 6"	737	C.Y.		
	<u>Erosion Control</u>				
17	Erosion control, temporary erosion control mat	1456	S.Y.		
18	Synthetic erosion control, turf reinforcement mat	1068	S.Y.		
19	Synthetic erosion control, silt fence, install and maintain, remove	155	L.F.		
20	Inlet Protection	5	Ea.		
21	Rip-rap and rock lining, 28" minimum thickness, for sediment forbay	78	S.Y.		
22	Soil preparation, mulching, hay, 1" deep	0.9	Acre		
23	Seeding low-profile mix, apply fertilizer	0.3	Acre		
24	Seeding basin floor mix, apply fertilizer	0.6	Acre		
	<u>Exterior Improvements</u>				
25	Chain link fence, 6'	170.0	L.F.		
	<u>Miscellaneous</u>				
26	Construction layout	1	Ea.		
27	As-built plan	1	Ea.		
28	Staging, parking lot rental	2	Mo.		
	Subtotal Base Bid				
	Allowance for Dewatering				\$12,000.00
	Total				

SECTION 01 23 00 - ALTERNATES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: Specification Sections referenced in the alternate schedule contain requirements for materials necessary to achieve the work described under each alternate.

1.5 ADDITIONAL NOTES

- A. All previous listed bid packages allowances as noted by the 00 24 00 – Bid Package specification will remain unchanged by any alternates.
- B. The intent of each alternate is to still provide complete and operational systems and assemblies in any and all instances. Reconnection and interfacing with adjacent systems and assemblies has not been noted explicitly below in all instances (either for the sake of brevity or due to an inherent incidental nature) but is to be assumed in all instances. Examples may include connecting to adjacent ductwork that is existing to remain, reworking of circuitry if and as required for a specific circuit within a panelboard or provide transitions between newly installed flooring and any adjacent existing flooring to remain.
- C. The intent of each alternate is to describe its effect on the major elements of a system, assembly or bid package scope of work. All work should remain as it was coordinated within the 00 24 00 – Bid Packages specification (e.g., the General Contractor is still to provide final cleaning for all area of the project even though it was not noted within these alternates). Other items that are supportive of the alternative scope of work and outlined within the 00 24 00 – Bid Packages specification but not explicitly noted below are still to be included within our alternate bid price. Examples of this include any allowance previously specified, the costs of bonding, any costs associated with preparation of shop drawings, cutting and patching for your scope of work, daily cleaning for your scope of work, etc. If ambiguity exists or you are not sure if something is to be included in an alternate bid price, please reach out to the Construction Manager to obtain explicit clarity. This alternative specification may be amended accordingly.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. N/A

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for substitution before the bidding/negotiation/procurement phase has been completed.
- B. This section includes administrative and procedural requirements for substitution after the bidding/negotiation/procurement phase has been completed

1.3 RELATED REQUIREMENTS

- 1. Section 00 11 13 Advertisement to Bid: Prebid substitution requirements
- 2. Section 00 21 13 Instruction to Bidders
- 3. Section 00 43 25 Substitution Request Form: Prebid substitution request form (during procurement)
- 4. Section 01 21 00 Allowances: Products selected under an allowance.
- 5. Section 01 22 00 Unit Prices: Products selected under a unit price and additional unit price requirements
- 6. Section 01 23 00 Alternates: Products selected under an alternate.
- 7. Section 01 60 00 Product Requirements: Requirements for submitting comparable product submittals for products by listed manufacturers.
- 8. Section 01 31 00 Project Management and Coordination: Submittal procedures, coordination
- 9. Section 01 60 00 Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.4 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Subcontractor via the Contractor.
- B. Substitutions for Cause: Changes proposed by Contractor or Subcontractor that are required due to changed Project conditions, such as unavailability of products, regulatory changes, or unavailability of required warranty terms.
- C. Substitutions for Convenience: Changes proposed by Subcontractor, Contractor, or Owner that are not required in order to meet other Project requirements but may offer an advantage to Contractor, Subcontractor, or Owner.

1.5 SUBSTITUTION REQUESTS DURING BIDDING & PROCUREMENT

- A. Submittal Deadline and requirements: No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Architect at least 10 business days prior to the date for receipt of Bids. Such requests shall include:
 - 1. The substitution request form (CSI/CSC Form 1.5C). Refer to 00 43 25 Substitution Request Form
 - 2. All supplementary documentation as requested in this section and the request form.
- B. Limit each request to a single proposed substitution item.
- C. 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.
- D. 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.
- E. No substitutions will be considered subsequent to receipt of bids.
- F. Substitutions shall be considered for both Substitutions for Cause and Substitutions for Convenience
- G. Subcontractors shall not rely upon the acceptance of a substitution request for the basis of their pricing

1.6 SUBSTITUTION REQUESTS AFTER BIDDING & PROCUREMENT

- A. Substitution Requests: Submit via PROCORE utilizing appropriate forms. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Limit each request to a single proposed substitution item
 - 3. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within 2 days of receipt of a request for substitution. The Architect will notify Subcontractor through Construction Manager of acceptance or rejection of proposed substitution within 2 days of receipt of the request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if the Architect does not issue a decision on the use of a proposed substitution within the time allocated.
- B. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.
- C. Substitutions shall be considered for both Substitutions for Cause and Substitutions for Convenience

1.7 QUALITY ASSURANCE

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

1.8 SUBSTITUTION REQUIREMENTS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of the need for change, but not later than 2 days prior to the time required for preparation and review of related submittals.
 - 1. Conditions: The Architect will consider a request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record non-compliance with these requirements:
 - a. The requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. The substitution request is fully documented and properly submitted.
 - c. The requested substitution will not adversely affect the Contractor's construction schedule.
 - d. The requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. The requested substitution is compatible with other portions of the Work.
 - f. The requested substitution has been coordinated with other portions of the Work.
 - g. The Requested substitution provides the specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all (sub)contractors involved.
- B. Substitutions for Convenience: The Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at the discretion of the Architect.
 - 1. Conditions: The architect shall consider Subcontractor's request for substitution submitted via the Contractor when the following conditions are satisfied. If the following conditions are not satisfied, the Architect shall return requests without action, except to record non-compliance with these requirements:
 - a. The requested substitution complies with the same conditions listed under part A of this section "Substitutions for Cause".
 - b. The requested substitution offers the Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - c. The requested substitution does not require extensive revisions to the Contract Documents.

1.9 SUPPLEMENTARY MATERIALS REQUIRED WITH REQUEST:

- A. All documents requested on CSI/CSC Form 1.5C and Use CSI Form 13.1A respectively
- B. SUBSTITUTION REQUESTS DURING BIDDING & PROCUREMENT
 - 1. A complete description of the proposed substitution including drawings, performance, and test data, and other information necessary for an evaluation.
 - 2. A description of changes to the Contract Documents that the proposed substitution will require for its proper installation
 - 3. A statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - 4. 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.
 - 5. A statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - 6. A statement indicating proposed substitution is expected to affect the Construction Manager's Schedule
 - 7. Note explicitly any non-compliant characteristics and deviations from contract documents.
- C. SUBSTITUTION REQUESTS AFTER BIDDING & PROCUREMENT
 - 1. A complete description of the proposed substitution including drawings, performance, and test data, and other information necessary for an evaluation.
 - 2. A description of changes to the Contract Documents that the proposed substitution will require for its proper installation
 - 3. A statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 - 4. 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.
 - 5. Note explicitly any non-compliant characteristics and deviations from contract documents.
 - 6. A statement indicating why specified product or fabrication, or installation cannot be provided, if applicable
 - 7. Certificates and qualification data, where applicable or requested.
 - 8. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by the Owner and separate (sub)contractors, that will be necessary to accommodate proposed substitution.
 - 9. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include an annotated copy of the applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - 10. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - 11. Samples, where applicable or requested.
 - 12. Certificates and qualification data, where applicable or requested.
 - 13. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners
 - 14. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated
 - 15. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.

16. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including the effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include a letter from the manufacturer, on the manufacturer's letterhead, stating the date of receipt of the purchase order, lack of availability, or delivery delays.
17. Cost information, including a proposal of change, if any, in the Contract Sum.
18. Subcontractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

1.10 BURDEN OF PROOF

- A. By submitting a substitution request, the subcontractor shall accept the burden of proof of the merit of the proposed substitution and shall certify the following as an assigned Contractor:
 1. The Subcontractor waives additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results or additional required work that may become apparent as a result of the substitution proposal.
 2. The Subcontractor shall coordinate installation and make changes to other work that may be required for the work to be complete. The proposing subcontractor shall be responsible for costs to other trades associated with this substitution request should they fail to adequately disclose changes required 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.
 3. The Subcontractor agrees to reimburse the Owner and the Architect for review or redesign services associated with re-approval by authorities.
 4. Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
 5. The proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified product.
 6. The same warranty will be furnished for the proposed substitution as for the specified product.
 7. Same maintenance service and source of replacement parts, as applicable, is available.
 8. The proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
 9. The proposed substitution does not affect dimensions and functional clearances.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 24 hours after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect within 24 hours.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. 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 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Section 01 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 3. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than thirty days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702/CMA and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).

- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.

1.5 SUPPLIER PAYMENT

- A. Refer to section 00 22 00a Sample Purchase Agreement with Attachments

1.6 SUBCONTRACTOR PAYMENT

- A. Refer to section 00 22 00b Sample Subcontract with Attachments

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.
 - 3. Section 01 91 13 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 INFORMATIONAL SUBMITTALS

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare, within 14 days of contract award, coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
 2. File Preparation Format: DWG, Version, operating in Microsoft Windows operating system.
 3. File Submittal Format: Submit or post coordination drawing files using .dwg or .rvt format (or a similar, alternate and compatible format agreed upon with the Contractor prior to starting the coordination process) and Portable Data File (PDF) format.
 4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.

C. 3-D Coordination Drawing & Meeting Process

1. From Notice of Award: The Coordinating Contractor (**Mechanical Subcontractor**) shall immediately begin work and prepare a 3-D model of their own scope in Navisworks, Revit, or Revizto format (or a similar, alternate, and compatible format agreed upon with the Contractor and all 3-D Coordination Subcontractors prior to starting the coordination process). The Coordinating Contractor shall overlay their layout with the architectural and structural backgrounds for each floor of the building, indicate bottom of structure elevations, and establish an origin point.
2. Within ten (10) working days from the date of Notice of Award: The origin point file and mechanical model are to be complete in 3D formats for distribution to Steel, Plumbing, Fire Protection, and Electrical/Technology Subcontractors. Each contractor is responsible for the layout of their own work in a compatible 3-D format
3. Within ten (10) working days of receiving the mechanical model: The Steel, Plumbing, Fire Protection, and Electrical/Technology Subcontractors shall have completed their layout drawings and shall forward the compatible 3-D file of their layout to the Coordinating Contractor.
4. Within five (5) working days: The Coordinating Contractor shall composite all other Steel and MEP/FP related trade's model files as collected and review all trades for conflicts. The Coordinating Contractor shall identify all conflicts on the coordination drawings.
5. Thirty (30) working days from the date of Notice of Award: All Subcontractors (Steel, Mechanical, Electrical, Technology, Plumbing, and Fire Protection) will attend the first coordination meeting.
 - a. Two (2) working days prior to ALL coordination meetings: The Coordinating Contractor shall forward the complete coordinating drawings (PDF format and 3-D format) with conflicts identified to the Construction Manager and Steel, Mechanical, Plumbing, Fire Protection, and Electrical/Technology Subcontractors.
 - b. The Steel, Mechanical, Plumbing, Fire Protection, and Electrical/Technology Subcontractors: Are required to attend ALL coordination meetings. The representative(s) from each Subcontractor is required to be familiar with the work and have the expertise and authority to answer questions and make decisions and changes to its systems at these meetings.
 - c. Subcontractors, at the meeting: Will work to review and overlay the different trades to identify and resolve interferences and coordination problems.
 - d. Following the meeting: Subcontractors shall revise their 3-D layout drawings, if necessary, based upon the agreed changes and be prepared to forward revised layout drawings to the Coordinating Contractor for review within five (5) working days.
 - e. All Subcontractors: Will meet again within ten (10) working days of the first coordination meeting as scheduled by the Construction Manager.
6. When the 3-D coordination drawings have been fully revised with no exceptions taken by respective Subcontractors, including the Construction Manager: The Subcontractors shall sign them, indicating their awareness of, and agreement with, the indicated routings, elevations, layouts, and their inter-relationship with the adjoining or continuous work of all project contracts. Thereafter, no unauthorized deviations from the information provided will be permitted, and if made without the knowledge or agreement of the Architect and the Construction Manager, this unauthorized work will be subject to removal and correction at no additional cost to the Owner, Architect, Engineer, or Construction Manager.
 - a. Within three (3) working days of the signing of the 3-D coordination drawings: Each Subcontractor shall provide the Construction Manager with a digital copy, in both 3-D format (.dwg, .rvt, or otherwise) and Portable Data File (PDF) format, of their portion of the coordinated shop drawings for submittal to the Architect/Engineer/Owner.
7. Information for specific trades is required but not limited to the following:
 - a. Mechanical: Size, layout, and routing of all metal and flex ductwork, re-heat coils, terminal units, filters, and major hangers and supports; location and sizes of all registers, grilles, diffusers, and similar features; locations of all valves, dampers, and note any items requiring access for service and maintenance as well as access doors in inaccessible ceilings. Subcontractor shall provide notation for diffuser boot sizes and heights and any other

special features. Subcontractor shall provide cross sections and additional details through areas where clearances are tight and further detail as appropriate and/or required. Where piping or ductwork has external insulation, Subcontractor shall note or show locations and thickness. Subcontractor shall indicate bottom elevation of duct, pipes, and equipment and elevation changes, to be measured to the lowest point including insulation and hangers where applicable.

- b. Steel: Size, location, and bottom of structure elevations of all new steel and exposed existing steel in all areas with HVAC work.
- c. Plumbing: Size, layout, and routing of piping, valves, boxes, sleeve locations, supports, etc., for all utilities regardless of material size. Show or note all pipe sizes and working clearances around valves, etc. For pitched piping, identify bottom elevations at key points and at least every column line. Note thickness and location of all external insulation. Bottom elevations shall be measured to the lowest point including hangers and insulation where applicable.
- d. Sprinkler Piping: Size, layout, and routing of mains and branch piping, sleeve locations, hanger and supports, valves, working clearances, and bottom of pipe and bottom of hanger support elevations. Sprinkler head locations shall be shown. For pitched piping, identify bottom elevation at key points and at least every column line.
- e. Electrical: Size, sleeve locations, layout and routing, and size of conduit and wire 1-1/2" or larger for normal power distribution systems, 1-1/2" or larger for communication systems (telephone, security, etc.), boxes larger than 4"x4"x4", hangers, supports, and electrical fixtures including lights, speakers, detectors, sensors, cable trays, raceways, etc. Size and clearance of ceiling and above ceiling mounted items shall be noted as a depth from finished ceiling to top of fixture or top of clear area required. Provide bottom elevations of conduits and equipment. Bottom elevation shall be measured from the lowest point, including hangers. Within four (4) feet of all panels, or areas where more than 4 conduits, regardless of size, are routed or grouped together, identify an easement or identify an easement or right-of-way for the groups of conduit Show all access panels required.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI on Procore
- B. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. all provided form fields on procore
 - 2. Field dimensions and conditions, as appropriate.
 - 3. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 4. Contractor's signature.
 - 5. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

- a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- D. RFI Forms: AIA Document G716.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
 - 2. RFI's shall be submitted via PROCORE
- E. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 2 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
 - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Contractor is responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Preconstruction conference shall be scheduled prior to work commencing
 - 1. Conduct the conference to review responsibilities and personnel assignments.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Execution of Owner-Contractor Agreement (if applicable).
 - b. Submission of executed bonds and insurance certificates. (if applicable)

- c. Construction schedule.
 - d. Critical work sequencing and long-lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.
 - m. Background checks and badging (if applicable)
 - n. Preparation of record documents.
 - o. Use of the premises and existing building.
 - p. Work restrictions.
 - q. Working hours.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
4. Minutes: Contractor is responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Access.
 - 5) Site utilization.
 - 6) Temporary facilities and controls.
 - 7) Progress cleaning.

- 8) Quality and work standards.
 - 9) Status of correction of deficient items.
 - 10) Field observations.
 - 11) Status of RFIs.
 - 12) Status of proposal requests.
 - 13) Pending changes.
 - 14) Status of Change Orders.
 - 15) Pending claims and disputes.
 - 16) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- D. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Site utilization.
 - 6) Temporary facilities and controls.
 - 7) Work hours.
 - 8) Hazards and risks.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Change Orders.
 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 3. Section 01 79 00 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: See submittal section of project schedule in 01 33 00 for submittal requirements. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when

establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections. Contractor to provide timeframes within 3 days of contract award.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's and Construction Manager's final release or approval.
 - g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 7 days for review of each resubmittal.

4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 7 days for review of each submittal. Submittal will be returned to Construction Manager, through Architect, before being returned to Contractor.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect and Construction Manager.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
- D. Options: Identify options requiring selection by Architect.
- E. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Post electronic submittals as PDF electronic files to the Construction Manager's site as specified in the contract documents.
 - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect, through Construction Manager, will return two copies.
 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect and Construction Manager will not return copies.
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Standard color charts.
 - c. Statement of compliance with specified referenced standards.
 - d. Notation of coordination requirements.
 - e. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. Provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect and Construction Manager will retain two Sample sets.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

- J. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION**3.1 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

- A. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

- 1. Approval does not authorize changes in the contractor sum or contract time unless stated by change order or construction change directive.

- | | |
|--|--|
| ☐ Approved | ☐ Rejected |
| ☐ Approved as noted | ☐ Revise and Resubmit |

Review and approval are only for conformance with the information given and the design concept of the project as expressed in the contract documents. Review of submittals are not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, for substantiating instructions for the installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. Review of the contractor's submittals shall not relieve the contractor from any obligation contained in the contract documents and shall not constitute approval of any construction means, methods, techniques, sequences, or any safety precautions or procedures and shall not indicate approval of any assembly of which the item is a component.

Basalay, Cary & Alstadt Architects, Ltd.

By _____ Date _____

- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect and Construction Manager.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Section 01 21 00 "Allowances" for testing and inspecting allowances.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
 - 2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

1.7 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of

materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
4. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
5. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
6. AF&PA - American Forest & Paper Association; www.afandpa.org.
7. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
8. AIA - American Institute of Architects (The); www.aia.org.
9. AISC - American Institute of Steel Construction; www.aisc.org.
10. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
11. ANSI - American National Standards Institute; www.ansi.org.
12. APA - APA - The Engineered Wood Association; www.apawood.org.
13. APA - Architectural Precast Association; www.archprecast.org.
14. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
15. ARI - American Refrigeration Institute; (See AHRI).
16. ASCE - American Society of Civil Engineers; www.asce.org.
17. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
18. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
19. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
20. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
21. AWI - Architectural Woodwork Institute; www.awinet.org.
22. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
23. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
24. AWS - American Welding Society; www.aws.org.
25. AWWA - American Water Works Association; www.awwa.org.
26. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
27. BIA - Brick Industry Association (The); www.gobrick.com.
28. BICSI - BICSI, Inc.; www.bicsi.org.
29. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
30. CDA - Copper Development Association; www.copper.org.
31. CEA - Consumer Electronics Association; www.ce.org.
32. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
33. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
34. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
35. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
36. CPA - Composite Panel Association; www.pbmdf.com.
37. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
38. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
39. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
40. CSI - Construction Specifications Institute (The); www.csinet.org.
41. CWC - Composite Wood Council; (See CPA).
42. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.

43. DHI - Door and Hardware Institute; www.dhi.org.
44. ECA - Electronic Components Association; www.ec-central.org.
45. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
46. EIA - Electronic Industries Alliance; (See TIA).
47. FM Approvals - FM Approvals LLC; www.fmglobal.com.
48. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
49. GA - Gypsum Association; www.gypsum.org.
50. GANA - Glass Association of North America; www.glasswebsite.com.
51. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
52. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
53. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
54. IAS - International Approval Services; (See CSA).
55. ICC - International Code Council; www.iccsafe.org.
56. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
57. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
58. IESNA - Illuminating Engineering Society of North America; (See IES).
59. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
60. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
61. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
62. MPI - Master Painters Institute; www.paintinfo.com.
63. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
64. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
65. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
66. NCMA - National Concrete Masonry Association; www.ncma.org.
67. NEMA - National Electrical Manufacturers Association; www.nema.org.
68. NETA - InterNational Electrical Testing Association; www.netaworld.org.
69. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
70. NFPA - NFPA International; (See NFPA).
71. NFRC - National Fenestration Rating Council; www.nfrc.org.
72. NRCA - National Roofing Contractors Association; www.nrca.net.
73. NSPE - National Society of Professional Engineers; www.nspe.org.
74. PDI - Plumbing & Drainage Institute; www.pdionline.org.
75. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
76. RFCI - Resilient Floor Covering Institute; www.rfci.com.
77. SDI - Steel Door Institute; www.steeldoor.org.
78. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
79. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
80. SJI - Steel Joist Institute; www.steeljoist.org.
81. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
82. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
83. TMS - The Masonry Society; www.masonrysociety.org.
84. UBC - Uniform Building Code; (See ICC).
85. UL - Underwriters Laboratories Inc.; www.ul.com.
86. USGBC - U.S. Green Building Council; www.usgbc.org.
87. WDMA - Window & Door Manufacturers Association; www.wdma.com.
88. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
89. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. ICC - International Code Council; www.iccsafe.org.
2. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.
 - 2. 00 24 00 BID PACKAGES for use charge responsibility

1.3 USE CHARGES

- A. General: Installation and removal of temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction. Use Charges by owner.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- C. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- A. Regulations: Comply with industry standards and applicable laws and regulations

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).
- B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION**3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- C. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.

3.3 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of

interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 01 21 00 "Allowances" for products selected under an allowance.
 - 2. Section 01 23 00 "Alternates" for products selected under an alternate.
 - 3. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
 - 4. Section 01 42 00 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 5 days of receipt of request, or two days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS**2.1 COMPARABLE PRODUCTS**

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)**END OF SECTION 01 60 00**

SECTION 01 73 00 - EXECUTION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for limits on use of Project site.
 - 2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
 - 3. Section 02 41 19 "Selective Demolition" for demolition and removal of selected portions of the building.
 - 4. Section 07 84 13 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."

- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 01 91 13 "General Commissioning Requirements."

- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

SECTION 01 73 10 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See individual Sections for requirements that affect maintaining existing warranties or quality control limitations.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Fire-suppression systems.
 - 3. Mechanical systems piping and ducts.
 - 4. Control systems.
 - 5. Communication systems.
 - 6. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Exterior curtain-wall construction.
 - 4. Equipment supports.
 - 5. Piping, ductwork, vessels, and equipment.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in

a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.

If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 10

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for progress cleaning of Project site.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.

- b. Date.
- c. Name of Architect and Construction Manager.
- d. Name of Contractor.
- e. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Sweep concrete floors broom clean in unoccupied spaces.
- h. Remove labels that are not permanent.
- i. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- j. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- k. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Product maintenance manuals.
 - 4. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Section 01 91 13 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer Comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.

3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- C. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.

- D. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- E. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Section 01 78 39 "Project Record Documents."

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for final property survey.
 - 2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
 - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints.
 - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.

- D. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Details not on the original Contract Drawings.
 - l. Field records for variable and concealed conditions.
 - m. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 - 1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.

2. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 01 33 00 "Submittal Procedures" for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Construction Manager.
 - e. Name of Contractor.

2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.
 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.
- C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Date of video recording.

2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Construction Manager, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.

END OF SECTION 01 79 00