



# AIA® Document A104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the day of in the year two thousand and twenty-five  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Village of Homer Glen  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491  
708-301-0632

and the Contractor:  
(Name, legal status, address and other information)

Solaris Roofing Solutions  
1N050 Linlar Drive  
Elburn, IL 60119  
630-639-5400

for the following Project:  
(Name, location and detailed description)

Village of Homer Glen  
Public Works Garage Roofing Coating  
14400 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491

The Architect:  
(Name, legal status, address and other information)

Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, IL 60062  
847-272-7400

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

## TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

### ARTICLE 1 THE WORK OF THIS CONTRACT

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

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

Init.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:54:06 ET on 04/29/2025 under Order No.3104240100 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(910443885)

A date set forth in a notice to proceed issued by the Owner.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

**§ 2.3 Substantial Completion**

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check the appropriate box and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: June 1, 2025

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N.A.	Not applicable

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

**ARTICLE 3 CONTRACT SUM, SCOPE OF WORK, AND ANY EXTRA WORK**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be  
(Paragraphs deleted)

one hundred ten thousand dollars and zero cents (\$ 110,000.00 ). Contractor acknowledges receipt of the Project Manual for Roofing Rehabilitation, dated 10/16/2024, which is attached hereto as Exhibit A, and expressly incorporated within this Contract. To whatever extent the scope of work provisions set forth within this Contract, conflict with the scope of work provisions set forth in Exhibit A, then the Owner shall have the sole exclusive right to elect which scope of work provision or provisions control. Contractor further acknowledges that it has field verified the above stipulated contract sum with the scope of work to be performed under this Contract; and the parties acknowledge and agree that the Contractor must notify the Owner if any discussed or requested work exceeds the scope of work of this Contract, and is "extra work," prior to Contractor's performance of any extra work. Further, any extra work requested beyond the scope of work contained within this Contract, must be authorized and approved by the Corporate Authorities for the Village of Homer Glen, prior to Contractor's performance of any requested

Init.

additional or extra work. To whatever extent the approval of said extra or additional work conflicts with any other term(s) or provision(s) within this Contract, Owner shall have the sole, exclusive right to elect which term(s) or provision(s) shall control.

*(Paragraph deleted)*

#### **ARTICLE 4 PAYMENT**

##### **§ 4.1 Progress Payments**

**§ 4.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 4.1.4** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

**§ 4.1.5** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

##### **§ 4.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

#### **ARTICLE 5 DISPUTE RESOLUTION**

##### **§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Init.

/

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and Exhibit A, and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:  
(*Insert the date of the building information modeling exhibit incorporated into this Agreement.*)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.4 The Specifications:  
(*Either list the Specifications here or refer to an exhibit attached to this Agreement.*)

Section	Title	Date	Pages
00 01 15	List of Drawing Sheets	October 16, 2024	1 page
00 11 16	Invitation to Bid	October 16, 2024	1 page
00 21 13	Instructions to Bidders	October 16, 2024	1 page
00 41 44	Bid Form	October 16, 2024	7 pages
00 52 14	Agreement Form	October 16, 2024	1 page
00 60 11	Bonds and Certificates	October 16, 2024	1 page
00 72 00	General Conditions	October 16, 2024	1 page
00 73 00	Supplementary Conditions	October 16, 2024	4 pages
01 11 00	Summary of Work	October 16, 2024	3 pages
01 20 10	Contract Modification and Payment Procedures	October 16, 2024	6 pages
01 30 00	Administrative Requirements	October 16, 2024	4 pages
01 33 00	Submittal Procedures	October 16, 2024	4 pages
01 50 00	Temporary Facilities and Controls	October 16, 2024	4 pages
01 70 10	Execution of Work	October 16, 2024	7 pages
01 70 20	Project Closeout	October 16, 2024	4 pages
07 56 00	Liquid Applied Roofing	October 16, 2024	8 pages

§ 6.1.5 The Drawings:  
(*Either list the Drawings here or refer to an exhibit attached to this Agreement.*)

Init.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 10:54:06 ET on 04/29/2025 under Order No.3104240100 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

A-001 Cover Sheet  
 A-201 Roof Plan  
 A-202 Roof Details  
 A-203 Roof Details

Number	Title	Date
A-001	Cover Sheet	October 16, 2024
A-201	Roof Plan	October 16, 2024
A-202	Roof Details	October 16, 2024
A-203	Roof Details	October 16, 2024

**§ 6.1.6** The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

**§ 6.1.7** Additional documents, if any, forming part of the Contract Documents:

- .1** Other Exhibits:  
*(Check all boxes that apply.)*
- Exhibit A, Project Manual, Roofing Rehabilitation Homer Glen Public Works Garage, dated October 16, 2024.
- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

- The Sustainability Plan:

Title	Date	Pages
-------	------	-------

- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .2** Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

**ARTICLE 7 GENERAL PROVISIONS**

**§ 7.1 The Contract Documents**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if

required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

## **§ 7.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

## **§ 7.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## **§ 7.4 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

## **§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

## **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

## **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

## **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier,

or by electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 7.10 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## **ARTICLE 8 OWNER**

### **§ 8.1 Information and Services Required of the Owner**

#### **§ 8.1.1**

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### **§ 8.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 8.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

### **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

## **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

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

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

## **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

## **§ 9.8 Contractor's Construction Schedules**

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

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

## **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract

Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### **§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

#### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

#### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

#### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, as defined as "The Village of Homer Glen, its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys," Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect or Owner has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 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, and (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.

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Contractor agrees and acknowledges that any extra or additional work, requiring payment on the Owner in excess of the stipulated sum set forth in § 3.2 herein, must be expressly authorized resolution of the Corporate Authorities for the Village of Homer Glen, prior to Contractor's performance of any such extra or additional work. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work, or approval of extra work, shall be determined by mutual agreement of the parties. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

*(Paragraph deleted)*

§

## **ARTICLE 14 TIME**

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

Init.

/

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 Control Estimate Not applicable

*(Paragraphs deleted)*

§

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

Init.

/

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

### **§ 15.5 Progress Payments**

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

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

**§ 15.5.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 15.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

Init.

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

## **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

## **ARTICLE 17 INSURANCE AND BONDS**

### **§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000 ) each occurrence, two million dollars (\$ 2,000,000 ) general aggregate, and two million dollars ( \$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000 ) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will name the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, defined and named as "The Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys," the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

Init.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
Umbrella Liability	One million dollars (\$1,000,000) excess, per occurrence, following form; one million dollars (\$1,000,000) excess, aggregate, following form

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor;

(2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

#### **§ 17.2.2.7 Waiver of Subrogation**

**§ 17.2.2.7.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 17.2.2.7.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 17.2.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

#### **§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

##### **Coverage**

##### **Limits**

#### **§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

### **ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or Owner, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established

Init.

/

under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### **§ 19.3 Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 19.4** The Owner's representative:  
*(Name, address, email address and other information)*

Joe Baber, Village Manager, and Christina Neitzke-Troike, Mayor  
Village of Homer Glen  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491  
708-301-0632

**§ 19.5** The Contractor's representative:  
*(Name, address, email address and other information)*

Scott Roberts, President  
Solaris Roofing Solutions, Inc.  
1N050 Linlar Drive

Init.

/

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

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for all unpaid Work satisfactorily completed as of the date of termination. If the Owner terminates the Contract for convenience, the amount due and payable to the Contractor, shall be calculated based on the total percentage of unpaid Work satisfactorily completed (as estimated by the Architect) at the time of termination, multiplied by the total project contract amount. Contractor shall not be entitled to any lost profits, overhead, marketing, restocking, mobilization, or administration fees, or any other costs or fees incurred due to the termination for of the Contract for convenience.

## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3

and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent prior to binding dispute resolution.

## **§ 21.2 Notice of Claims**

**§ 21.2.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

## **§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

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

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

*Joseph D. Baber*

\_\_\_\_\_  
**OWNER** (Signature)

Joe Baber, Village Manager, or Christina  
Neitzke-Troike, Mayor of the Village of Homer  
Glen,  
Facilities Coordinator

\_\_\_\_\_  
(Printed name and title)

*Scott Roberts*

\_\_\_\_\_  
**CONTRACTOR** (Signature)

Scott Roberts  
President

\_\_\_\_\_  
(Printed name and title)

# **Additions and Deletions Report for** **AIA® Document A104® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:54:06 ET on 04/29/2025.

## **PAGE 1**

**AGREEMENT** made as of the day of in the year two thousand and twenty-five

...

Village of Homer Glen  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491  
708-301-0632

...

Solaris Roofing Solutions  
1N050 Linlar Drive  
Elburn, IL 60119  
630-639-5400

...

Village of Homer Glen  
Public Works Garage Roofing Coating  
14400 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491

...

Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, IL 60062  
847-272-7400

## **PAGE 2**

### **EXHIBIT A – DETERMINATION OF THE COST OF THE WORK**

...

The date of this Agreement.

## **PAGE 3**

By the following date: June 1, 2025

...

N.A.

Not applicable

...

**ARTICLE 3 — CONTRACT SUM** **ARTICLE 3 CONTRACT SUM, SCOPE OF WORK, AND ANY EXTRA WORK**

...

Stipulated Sum, in accordance with Section 3.2 below

...

**§ 3.2** The Stipulated Sum shall be (\$—), subject to additions and deductions as provided in the Contract Documents.

**§ 3.2.1** The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 3.2.2** Unit prices, if any:  
*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 3.2.3** Allowances, if any, included in the stipulated sum:  
*(Identify each allowance.)*

Item	Price
------	-------

**§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$—), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum

sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 3.4.3.3** Unit Prices, if any:  
*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item	Price
------	-------

**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

**§ 3.4.3.6** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.4.3.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents. one hundred ten thousand dollars and zero cents (\$ 110,000.00 ), Contractor acknowledges receipt of the Project Manual for Roofing Rehabilitation, dated 10/16/2024, which is attached hereto as Exhibit A, and expressly incorporated within this Contract. To whatever extent the scope of work provisions set forth within this Contract, conflict with the scope of work provisions set forth in Exhibit A, then the Owner shall have the sole exclusive right to elect which scope of work provision or provisions control. Contractor further acknowledges that it has field verified the above stipulated contract sum with the scope of work to be performed under this Contract; and the parties acknowledge and agree that the Contractor must notify the Owner if any discussed or requested work exceeds the scope of work of this Contract, and is "extra work," prior to Contractor's performance of any extra work. Further, any extra work requested beyond the scope of work contained within this Contract, must be authorized and approved by the Corporate Authorities for the Village of Homer Glen, prior to Contractor's performance of any requested additional or extra work. To whatever extent the approval of said extra or additional work conflicts with any other term(s) or provision(s) within this Contract, Owner shall have the sole, exclusive right to elect which term(s) or provision(s) shall control.

**§ 3.5** Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

PAGE 4

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than (—thirty ( 30 ) days after the Architect receives the Application for Payment.

PAGE 5

[ X ] Litigation in a court of competent jurisdiction

...

§ 6.1 The Contract Documents are defined in Article 7 and Exhibit A, and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

...

<u>00 01 15</u>	<u>List of Drawing Sheets</u>	<u>October 16, 2024</u>	<u>1 page</u>
<u>00 11 16</u>	<u>Invitation to Bid</u>	<u>October 16, 2024</u>	<u>1 page</u>
<u>00 21 13</u>	<u>Instructions to Bidders</u>	<u>October 16, 2024</u>	<u>1 page</u>
<u>00 41 44</u>	<u>Bid Form</u>	<u>October 16, 2024</u>	<u>7 pages</u>
<u>00 52 14</u>	<u>Agreement Form</u>	<u>October 16, 2024</u>	<u>1 page</u>
<u>00 60 11</u>	<u>Bonds and Certificates</u>	<u>October 16, 2024</u>	<u>1 page</u>
<u>00 72 00</u>	<u>General Conditions</u>	<u>October 16, 2024</u>	<u>1 page</u>
<u>00 73 00</u>	<u>Supplementary Conditions</u>	<u>October 16, 2024</u>	<u>4 pages</u>
<u>01 11 00</u>	<u>Summary of Work</u>	<u>October 16, 2024</u>	<u>3 pages</u>
<u>01 20 10</u>	<u>Contract Modification and Payment Procedures</u>	<u>October 16, 2024</u>	<u>6 pages</u>
<u>01 30 00</u>	<u>Administrative Requirements</u>	<u>October 16, 2024</u>	<u>4 pages</u>
<u>01 33 00</u>	<u>Submittal Procedures</u>	<u>October 16, 2024</u>	<u>4 pages</u>
<u>01 50 00</u>	<u>Temporary Facilities and Controls</u>	<u>October 16, 2024</u>	<u>4 pages</u>
<u>01 70 10</u>	<u>Execution of Work</u>	<u>October 16, 2024</u>	<u>7 pages</u>
<u>01 70 20</u>	<u>Project Closeout</u>	<u>October 16, 2024</u>	<u>4 pages</u>
<u>07 56 00</u>	<u>Liquid Applied Roofing</u>	<u>October 16, 2024</u>	<u>8 pages</u>

PAGE 6

A-001 Cover Sheet  
A-201 Roof Plan  
A-202 Roof Details  
A-203 Roof Details

...

<u>A-001</u>	<u>Cover Sheet</u>	<u>October 16, 2024</u>
<u>A-201</u>	<u>Roof Plan</u>	<u>October 16, 2024</u>
<u>A-202</u>	<u>Roof Details</u>	<u>October 16, 2024</u>
<u>A-203</u>	<u>Roof Details</u>	<u>October 16, 2024</u>

...

[ ] — ~~Exhibit A, Determination of the Cost of the Work.~~ [ X ] Exhibit A, Project Manual, Roofing Rehabilitation Homer Glen Public Works Garage, dated October 16, 2024.

PAGE 8

~~§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.~~

**PAGE 11**

~~§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, as defined as "The Village of Homer Glen, its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys," Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.~~

**PAGE 12**

~~§ 10.6 The Architect or Owner has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.~~

**PAGE 13**

~~§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Contractor agrees and acknowledges that any extra or additional work, requiring payment on the Owner in excess of the stipulated sum set forth in § 3.2 herein, must be expressly authorized resolution of the Corporate Authorities for the Village of Homer Glen, prior to Contractor's performance of any such extra or additional work. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.~~

~~§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the ~~Work~~ Work, or approval of extra work, shall be determined by mutual agreement of the ~~parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment.~~ parties. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.~~

...

~~§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.~~

§

**PAGE 14**

**§ 15.2 Control Estimate Not applicable**

~~§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.~~

~~§ 15.2.2 The Control Estimate shall include:~~

- ~~.1 the documents enumerated in Article 6, including all Modifications thereto;~~
- ~~.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;~~
- ~~.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;~~
- ~~.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and~~
- ~~.5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.~~

~~§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.~~

~~§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.~~

~~§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.~~

~~§~~

**PAGE 17**

**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000 ) each occurrence, two million dollars (\$ 2,000,000 ) general aggregate, and two million dollars (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

**PAGE 18**

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

**§ 17.1.6** Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000 ) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

...

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will ~~show the Owner name the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys,~~ as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

...

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, defined and named as "The Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys," the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

**PAGE 19**

Umbrella Liability

One million dollars (\$1,000,000) excess, per occurrence, following form;  
one million dollars (\$1,000,000) excess, aggregate, following form

**PAGE 20**

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or Owner, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's ~~expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work expense.~~

**PAGE 21**

Joe Baber, Village Manager, and Christina Neitzke-Troiike, Mayor  
Village of Homer Glen  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491  
708-301-0632

...

Scott Roberts, President  
Solaris Roofing Solutions, Inc.  
1N050 Linlar Drive  
Elburn, IL 60119  
630-639-5400

**PAGE 22**

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

...

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for ~~Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:~~

~~(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.) all unpaid Work satisfactorily completed as of the date of termination. If the Owner terminates the Contract for convenience, the amount due and payable to the Contractor, shall be calculated based on the total percentage of unpaid Work satisfactorily completed (as estimated by the Architect) at the time of termination, multiplied by the total project contract amount. Contractor shall not be entitled to any lost profits, overhead, marketing, restocking, mobilization, or administration fees, or any other costs or fees incurred due to the termination for of the Contract for convenience.~~

...

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent prior to binding dispute resolution.

PAGE 24

Joe Baber, Village Manager, or Christina  
Neitzke-Troiike, Mayor of the Village of Homer  
Glen,  
Facilities Coordinator

*Joseph D. Baber*

Scott Roberts  
President

*Scott Roberts*

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Pat Shaughnessy, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:54:06 ET on 04/29/2025 under Order No. 3104240100 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.



---

*(Signed)*

---

**Senior Associate**

*(Title)*

---

**April 29, 2025**

*(Dated)*

SECTION 00 41 44

BID FORM

BID FOR: **Roofing Rehabilitation  
Homer Glen Public Works Garage  
4400 West 151st Street  
Homer Glen, Illinois 60491**

BID FROM: **Solaris Roofing Solutions, Inc**  
(Bidder's Name)  
**1n050 Linlar Drive**  
**Elburn, IL 60119**  
(Bidder's Address)  
Date: **November 13th**, 2024

The undersigned acknowledges receipt of:

- A. Project Manual and Drawings for Roofing Rehabilitation  
Homer Glen Public Works Garage  
4400 West 151<sup>st</sup> Street  
Homer Glen, Illinois 60491

Dated: October 16, 2024

- B. Addenda: No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_\_ Dated: \_\_\_\_\_

- C. Has examined the site and all Bidding Documents and agrees:
  - 1. To hold these Bids open until 90 calendar days after Bid Opening Date.
  - 2. To execute a satisfactory Agreement between Owner and Contractor within ten (10) days after notice of award.
  - 3. To accept the provisions of the Bidding Instructions.
    - a. Provide Bid Security equal to 10 percent of the Bid Total Amount.

- D. As part of the Base Bid the Bidder agrees to:
  - 1. Provide all necessary scaffolding and staging.
  - 2. Provide all necessary protection for public safety.
  - 3. Provide all necessary protection of the building and property (i.e., windows, landscaping).
  - 4. Clean all areas affected by the Work.

5. Proposes to accomplish all Work in accordance with the Contract Documents for the bid prices as outlined in the following sections.

**LUMP SUM PORTION OF BASE BID**

Item	Type of Work	Total Bid
L1.	Access and general conditions (including costs for payment bond, all necessary permits, access, sidewalk protection, etc.)	\$ <u>10,000</u>
L2.	Preparation of existing metal roofing, installation of new panel fasteners, installation of new coating system as specified	\$ <u>100,000</u>

**UNIT PRICE PORTION OF BASE BID**

UNIT PRICES: The following Unit Prices shall govern for the Base Bid and any deviations from the quantities listed in the Base Bid. Unit Prices will be applied for additional locations indicated by A/E in the field. Included in the Unit Prices shall be all labor, materials, tools, equipment, overhead and profit, for both General Contractor and involved Subcontractors, required to do the work.

Item	Type of Work	Cost
U1.	Remove and replace galvanized steel Type "R" metal panel	\$ <u>7.00</u> Per lin. ft. of 3 ft. wide panel

**SUMMARY PORTION OF BID**

**Bid Total (Sum of Subtotals L1 through L2):** \$ 110,000

**Bid Total (in words):** One hundred ten thousand

Dollars

**TIME AND MATERIAL:** To address changes in the work not indicated by the scope of work and upon written instruction of the Owner, the following prices shall prevail in accordance with the General Conditions.

**LABOR COSTS:** All trades at their prevailing hourly rate plus twenty percent (20%) for profit and overhead. Attach rate schedule.

**MATERIAL COSTS:** At cost plus fifteen percent ( 15 %) for profit and overhead.

### CONSTRUCTION SCHEDULE

The Contractor agrees to commence work under the Contract on or before a date to be specified in a written "Notice to Proceed." It is anticipated that this project will begin April 1, 2025. The Contractor proposes to complete all work within 14 calendar days (barring inclement weather and unsolvable material delays) from the date specified in the Notice to Proceed. Construction must be completed no later than June 1, 2025.

Failure to substantially complete the work during the Construction Time period stated above, plus any adjustments authorized by the Owner in writing, will be considered a substantial violation of the Contract.

The selected Contractor shall submit a detailed construction/work sequence schedule describing the work to be performed on an event by event basis, together with an estimate of time necessary to complete each phase of the Project.

IN SUBMITTING THIS BID, IT IS UNDERSTOOD THAT THE RIGHT IS RESERVED BY SAID OWNER TO REJECT ANY AND ALL BIDS, AND IT IS AGREED THAT THIS MAY NOT BE WITHDRAWN FOR A PERIOD OF THIRTY (30) DAYS FROM THE OPENING THEREOF.

**SUBCONTRACTORS**

List all subcontractors:  
(This form may be copied for use in providing additional subcontractors.)

Contact: All work will be self performed

Company: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Company: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDER'S RESUME**

List minimum of three jobs of similar type and scope performed in the last five years:

**Project 1**

Owner: **Village of Orland Park**

Building: **Sports Plex**

Address: **11351 W 159th St. Orland Park IL**

Phone: **708-362-2553**

Architect/Engineer: \_\_\_\_\_

Scope of Work: **Install new roof coating**

Contract Dollar Amount: **Multiple Contracts**

**Project 2**

Owner: **Suburban Real Estate**

Building: **Office Building**

Address: **1000 Corporate Blvd, Aurora IL**

Phone: **630-778-1800**

Architect/Engineer: \_\_\_\_\_

Scope of Work: **Install new roof coating**

Contract Dollar Amount: **70,000**

**Project 3**

Owner: **Sequoia Reality Group**

Building: **Office Building**

Address: **3510 Hobson, Woodridge IL**

Phone: **630-424-8902**

Architect/Engineer: \_\_\_\_\_

Scope of Work: **Install new roof coating**

\_\_\_\_\_

\_\_\_\_\_

Contract Dollar Amount: **35,380**

**BIDDER'S ENDORSEMENT**

The undersigned certifies that this proposal has been prepared under his personal supervision with his full knowledge.

Date **November 13th, 2024**

Firm Name **Solaris Roofing Solutions, Inc**

By **Scott Roberts**  
*(Printed name of Corporation officer, Partner or sole Owner signing Proposal)*

  
*(Signature)* **President**  
*(Title)*

Business Address **1n050 Linlar Drive, Elburn IL 60119**

Telephone **630-639-5400**

**END OF SECTION**



# Solaris Roofing Solutions, Inc.

---

	Hourly Labor Rates		
	straight time	time and one half	double time
Craftsperson			
Journeyman	\$125.00	\$165.00	\$205.00


**AIA<sup>®</sup> Document A310<sup>™</sup> – 2010**
**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Solaris Roofing Solutions Inc

1N050 Linlar Dr  
Elburn, IL 60119-7911**OWNER:***(Name, legal status and address)*Village of Homer Glen  
14240 W 151st St  
Homer Glen, IL 60491-5902**SURETY:***(Name, legal status and principal place of business)*West Bend Insurance Company  
1900 S 18th Ave  
West Bend, WI 53095-8796**ADDITIONS AND DELETIONS:**

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT: \$**

Ten Percent of the Amount Bid

**PROJECT:***(Name, location or address, and Project number, if any)*

Install Roof Coating at Homer Glen Public Works Garage

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Init.

**AIA Document A310<sup>™</sup> – 2010.** Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:17:00 ET on 02/21/2024 under Order No. 4104250388 which expires on 02/20/2025, and is not for resale.

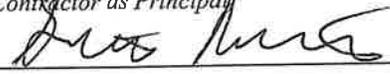
User Notes:

(1496601206)

Signed and sealed this 13 day of November, 2024

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Solaris Roofing Solutions Inc  
\_\_\_\_\_  
(Contractor as Principal) (Seal)  
  
\_\_\_\_\_  
(Title)

West Bend Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) VERONICA O'Conner, Attorney-in-Fact



Init.



Bond No. 2631859

**POWER OF ATTORNEY**

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

VERONICA O'Connor

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Robert J. Jacques  
Robert J. Jacques  
President

State of Wisconsin  
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum  
Lead Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13th day of November, 2024.



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



### Digital Seal, Signature Authority and Enforceability

The use of an electronic image of the corporate seal of West Bend Insurance Company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by West Bend Insurance Company is authorized. The Digital Seal may be affixed to any West Bend Insurance Company bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of West Bend Insurance Company and the execution of such surety bonds by an attorney-in-fact of the West Bend Insurance Company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of an attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In witness whereof, this has been executed by the Secretary of West Bend Insurance Company.

Dated this 2<sup>nd</sup> day of April, 2024.

A handwritten signature in cursive script that reads "Christopher C. Zwygart".

Christopher C. Zwygart  
Secretary



West Bend Insurance Company

Mark	Date	Description



Project No. 2023.2623  
 Date 10/16/2024  
 Drawn JFC  
 Checked PDS  
 Scale As Noted

# VILLAGE OF HOMER GLEN

## Public Works Garage

### Roofing Rehabilitation

**Project:** Village of Homer Glen - Public Works Garage  
 14400 W. 151st Street  
 Homer Glen, Illinois 60491

**Owner:** Village of Homer Glen  
 14240 W. 151st Street  
 Homer Glen, Illinois 60491

**Engineer:** **Wiss, Janney, Elstner Associates, Inc.**  
 330 Pfingsten Road  
 Northbrook, Illinois 60062  
 847.272.7400 tel | 847.291.9599 fax  
**www.wje.com**

### INDEX OF DRAWINGS

- A-001 - COVER SHEET
- A-101 - OVERALL ROOF PLAN
- A-201 - ROOF DETAILS
- A-202 - ROOF DETAILS

### GENERAL NOTES

1. ALL DEMOLITION INCLUDING, BUT NOT LIMITED TO THE OPERATION COMMONLY KNOWN AS "TEAR-OFF" MUST BE COORDINATED WITH THE OWNER'S SITE REPRESENTATIVE. THE INTERIOR OF THE BUILDING, AS WELL AS ALL DRAIN PIPE OPENINGS MUST BE PROTECTED FROM DEBRIS ENTRY AT ALL TIMES. SUITABLE COVERINGS FOR ALL DRAIN OPENINGS, ROOF DECK OPENINGS, SCUTTLES, HATCHES, ETC. MUST BE PROVIDED TO PREVENT DEBRIS ACCUMULATION AND MIGRATION. PROVIDE AND MAINTAIN ALL NECESSARY DEBRIS AND DUST BARRIERS TO MAINTAIN A CLEAN, SAFE, ORDERLY SITE.
2. LIMIT THE STORAGE OF ROOFING MATERIALS ATOP ROOF SURFACES TO ENSURE THAT ROOF DECKS DO NOT BECOME STRUCTURALLY OVERLOADED. PROTECT ALL STORED MATERIALS FROM THE WEATHER, AS WELL AS FROM DAMAGE RESULTING FROM HIGH WINDS. MATERIALS, TOOLS, EQUIPMENT, ETC. MUST BE SAFELY AND SECURELY STORED ON A CONSTANT BASIS.
3. DIMENSIONS AND RELATED AS-BUILT DATA HAS BEEN OBTAINED FROM THE ORIGINAL DESIGN DRAWINGS FOR THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR ALL DIMENSIONS. DIMENSIONS SHOULD BE FIELD VERIFIED PRIOR TO BIDDING.
4. CONTRACTOR SHALL COORDINATE ANY STORAGE OF MATERIALS AT THE BUILDING WITH THE OWNER.
5. CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE BUILDING (WALLS, ROOF, ETC.), LANDSCAPING, AND ADJACENT PROPERTIES CAUSED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
6. CONTRACTOR IS RESPONSIBLE FOR ATTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION.

PROJECT LOCATION:  
 HOMER GLEN - PUBLIC WORKS  
 14400 W. 151ST STREET  
 HOMER GLEN, ILLINOIS 60491



**SITE LOCATION**  
 SCALE: NONE



**AERIAL VIEW**  
 SCALE: NONE



### SCOPE OF WORK

THE SCOPE OF WORK FOR HOMER GLEN PUBLIC WORKS GARAGE INCLUDES, BUT IS NOT LIMITED, TO THE FOLLOWING:

**BASE BID:**

1. REMOVE ALL EXISTING PANEL FASTENERS AND DISCARD.
2. REMOVE FOAM CLOSURE AT RIDGE AND DISCARD.
3. REMOVE EXISTING FLEXIBLE FLASHING BOOTS AT PIPE PENETRATIONS AND DISCARD.
4. REMOVE SHEET METAL FASCIA AT RAKE EDGES AND DISCARD.
5. POWERWASH ENTIRE ROOF SURFACE AS REQUIRED BY COATING MANUFACTURER.
6. APPLY PRIMER TO ROOF SURFACE.
7. TREAT SURFACE CORROSION WITH RUST INHIBITIVE PRIMER.
8. INSTALL NEW SCREW FASTENERS AT ALL LOCATIONS WHERE EXISTING FASTENERS WERE REMOVED. ENHANCE FASTENING AT EAVES AS SHOWN IN THE DRAWINGS.
9. APPLY FLASHING GRADE SEALANT AT ALL FASTENERS.
10. APPLY FLASHING GRADE SEALANT AT ALL HORIZONTAL AND VERTICAL PANEL OVERLAPS AS SHOWN IN DRAWINGS.
11. INSTALL NEW FASCIA METAL AT RAKE EDGES.
12. INSTALL NEW FLEXIBLE FLASHING BOOTS AT ALL PIPE PENETRATIONS.
13. REPLACE ROOF PANEL SECTIONS WHERE SHOWN ON DRAWINGS.
14. APPLY COATING BASE COAT AND TOP COAT CONSISTING OF TWO DIFFERING COLORS. EACH APPLICATION SHOULD BE MINIMUM 17 MILS DRY FILM THICKNESS (DFT).



Consultants

Project

**Village of Homer Glen - Public  
 Works Garage**  
 14400 W. 151st Street  
 Homer Glen, Illinois 60491

Client

**Village of Homer Glen**  
 14240 W. 151st Street  
 Homer Glen, Illinois 60491

Mark	Date	Description



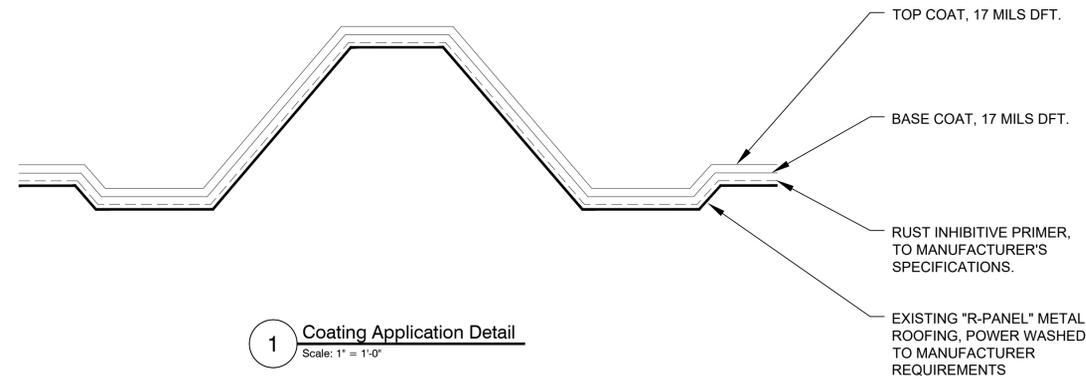
Project No. 2023.2623  
 Date 10/16/2024  
 Drawn JFC  
 Checked PDS  
 Scale As Noted

Sheet Title

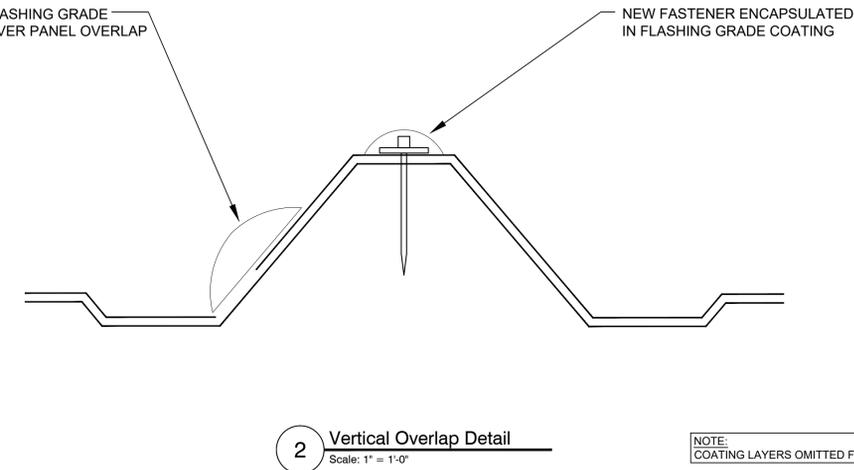
**ROOF DETAILS**

Sheet No.

**A-201**

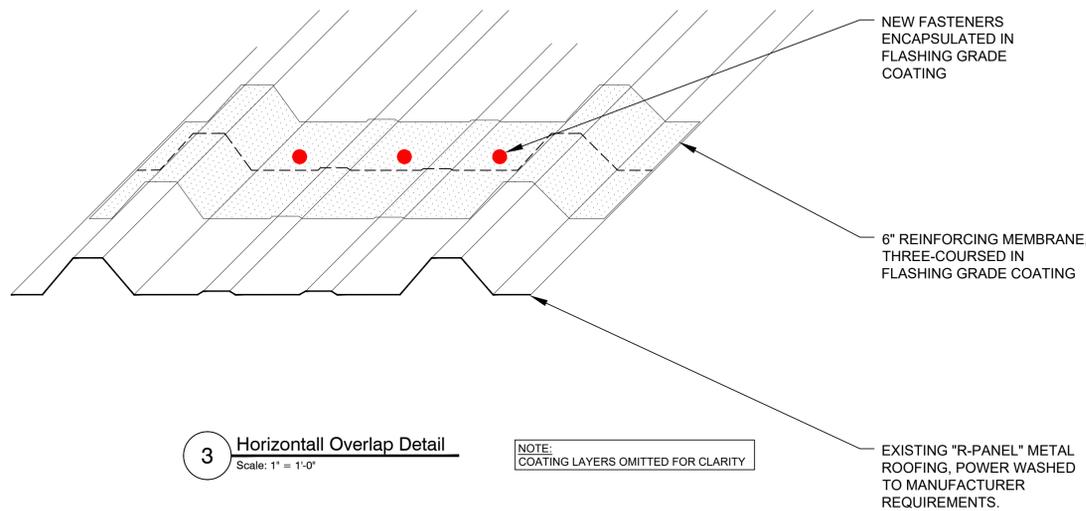


**1 Coating Application Detail**  
 Scale: 1" = 1'-0"



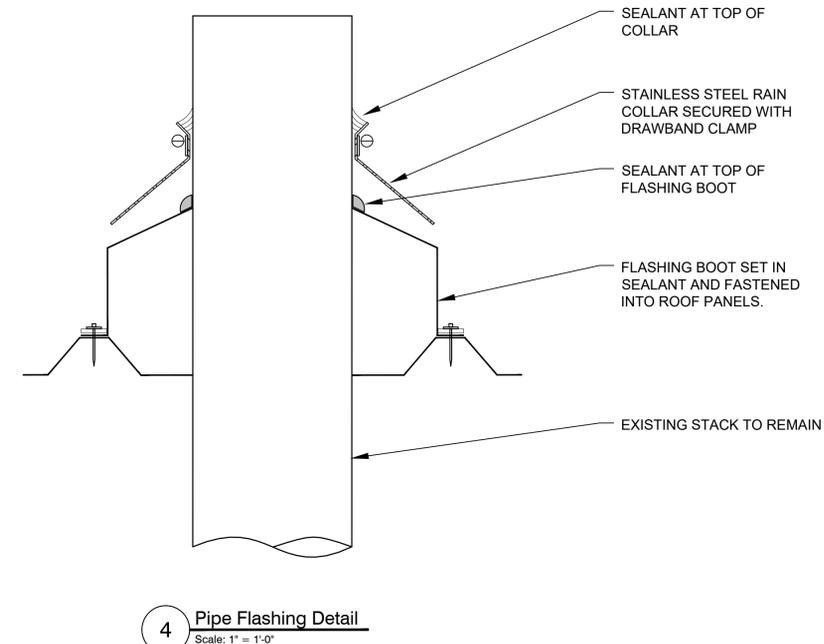
**2 Vertical Overlap Detail**  
 Scale: 1" = 1'-0"

NOTE:  
 COATING LAYERS OMITTED FOR CLARITY



**3 Horizontal Overlap Detail**  
 Scale: 1" = 1'-0"

NOTE:  
 COATING LAYERS OMITTED FOR CLARITY



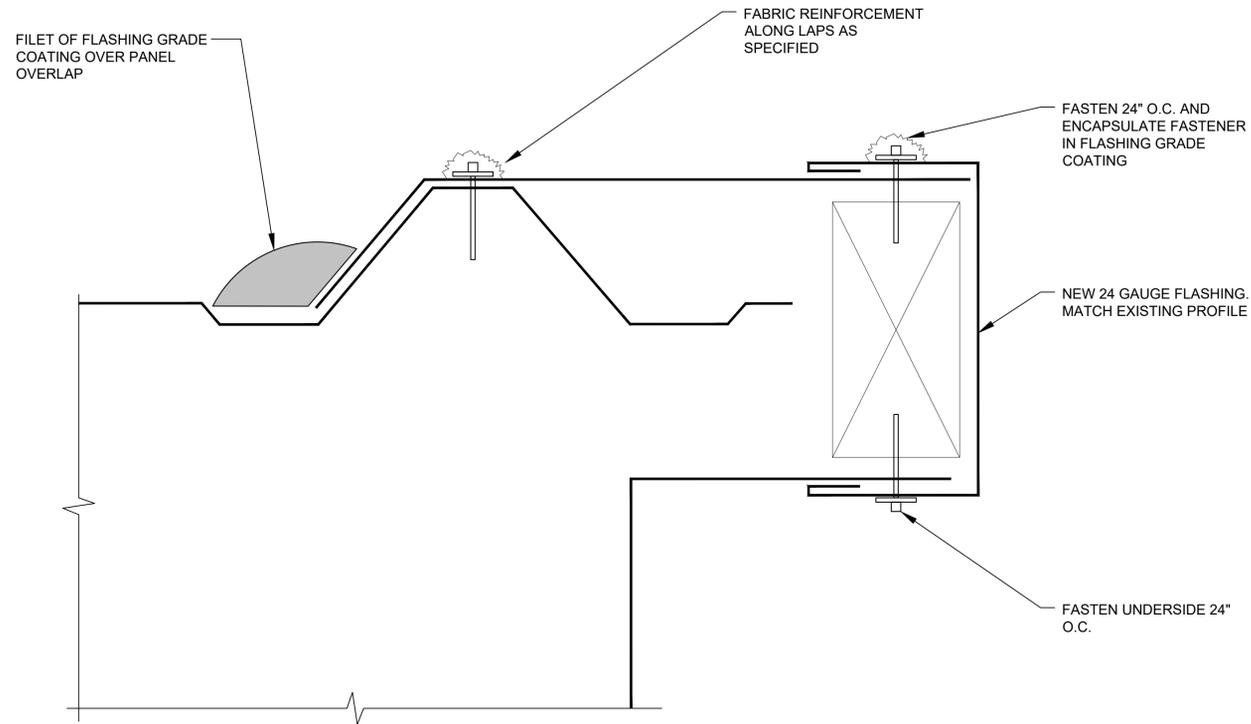
**4 Pipe Flashing Detail**  
 Scale: 1" = 1'-0"

© Copyright 2024. All rights reserved. No part of this document may be reproduced in any form or by any means without permission from Wiss, Janney, Elstner Associates, Inc. (WJE). WJE disclaims any responsibility for its use without its consent.

Mark	Date	Description



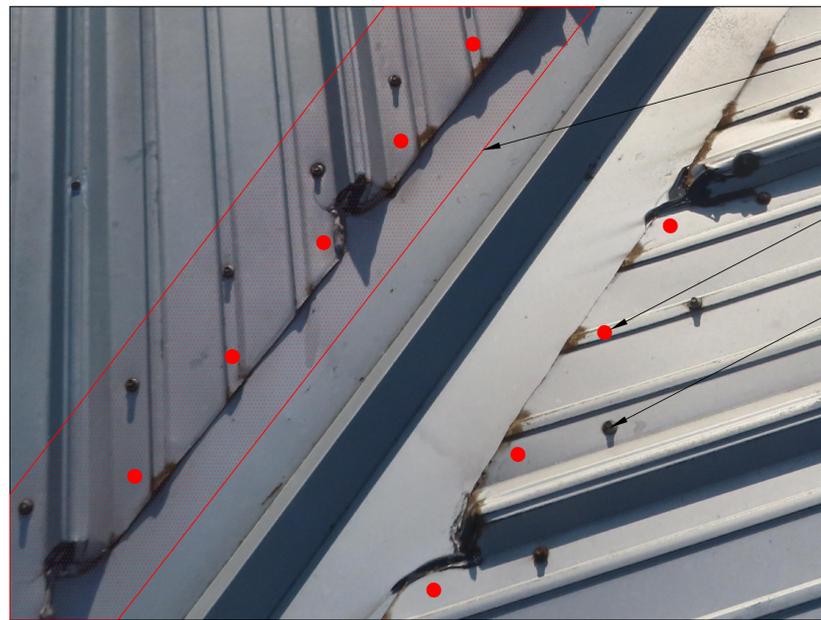
Project No. 2023.2623  
 Date 10/16/2024  
 Drawn JFC  
 Checked PDS  
 Scale As Noted



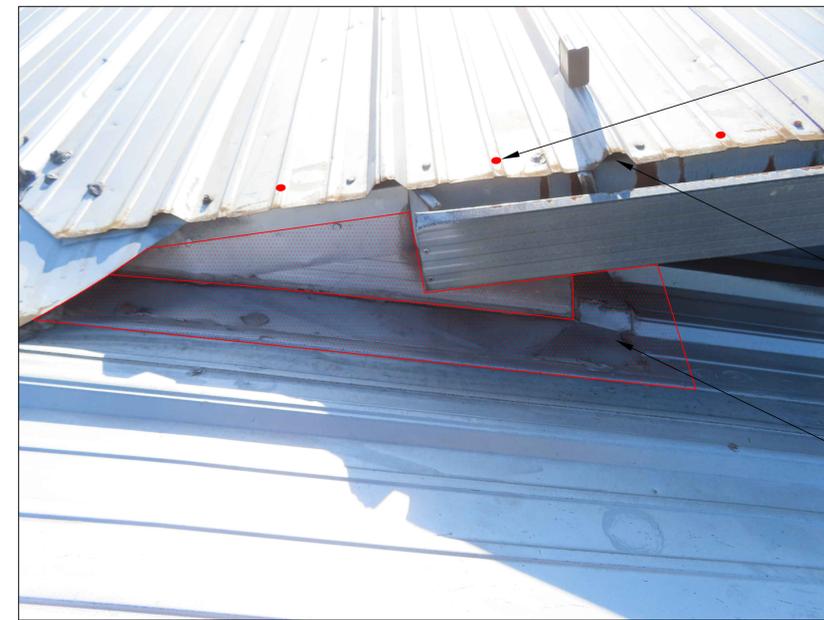
**1 Rake Edge Detail**  
 Scale: 6" = 1'-0"



**2 Eave Fastening Detail**  
 Scale: N.T.S.



**3 Valley Fastening Detail**  
 Scale: N.T.S.



**4 Slope Transition Detail**  
 Scale: N.T.S.

© Copyright 2024. All rights reserved. No part of this document may be reproduced in any form or by any means without permission from Wiss, Janney, Elstner Associates, Inc. (WJE). WJE disclaims any responsibility for its unauthorised use.

**PROJECT MANUAL**  
**ROOFING REHABILITATION**  
**HOMER GLEN PUBLIC WORKS GARAGE**

**4400 W 151ST STREET**  
**HOMER GLEN, IL 60491**



**WJE No. 2023.2623.2**

**October 16, 2024**

**Architect/Engineer**  
**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**  
**330 Pfingsten Road**  
**Northbrook, Illinois 60062-2095**  
**(847) 272-7400**

**SECTION 00 01 10**  
**TABLE OF CONTENTS**

<b>Section Number</b>	<b>Section Title</b>	<b>Pages</b>
	<b>Division 00 - Procurement and Contracting Requirements</b>	
00 01 15	List of Drawing Sheets	00 01 15-1
00 11 16	Invitation to Bid	00 11 16-1
00 21 13	Instructions to Bidders (AIA A701-1997)	00 21 13-1
00 41 44	Bid Form	00 41 44-1 to 7
00 52 14	Agreement Form (AIA A101)	00 52 13-1
00 60 11	Bonds and Certificates	00 60 11-1
00 72 00	General Conditions (AIA A201)	00 72 00-1
00 73 00	Supplementary Conditions (AIA A201)	00 73 00-1 to 4
	<b>Division 01 - General Requirements</b>	
01 11 00	Summary of Work	01 11 00-1 to 3
01 20 10	Contract Modification and Payment Procedures	01 20 10-1 to 6
01 30 00	Administrative Requirements	01 31 00-1 to 4
01 33 00	Submittal Procedures	01 33 00-1 to 4
01 50 00	Temporary Facilities and Controls	01 50 00-1 to 4
01 70 10	Execution of Work	01 70 10-1 to 7
01 70 20	Project Closeout	01 70 20-1 to 4
	<b>Division 7 - Thermal and Moisture Protection</b>	
07 56 00	Liquid Applied Roofing	07 56 00-1 to 8

**END OF SECTION**

**SECTION 00 01 15**  
**LIST OF DRAWING SHEETS**

<b>Sheet Number</b>	<b>Title</b>
A-001	Cover Sheet
A-201	Roof Plan
A-202	Roof Details
A-203	Roof Details

**END OF SECTION**

**SECTION 00 11 16**

**INVITATION TO BID**

**PROJECT:** Roofing Rehabilitation  
Homer Glen Public Works Garage  
14400 West 151<sup>st</sup> Street  
Homer Glen, Illinois 60491

WJE No. 2023.0872

**OWNER:** Village of Homer Glen  
14240 West 151st Street  
Homer Glen, Illinois 60491

**OWNER'S REPRESENTATIVE:**

Bill Frossard  
Facilities Coordinator  
14240 W. 151st Street  
Homer Glen, IL 60491  
Telephone: 708.301.0632 ext: 140  
Email: bfrossard@homerglenil.org

**CONSULTANT:** Wiss, Janney, Elstner Associates, Inc.  
330 Pfingsten Road  
Northbrook, Illinois  
Telephone: 847.272.7400  
Attn: Pat Shaughnessy, email: pshaughnessy@wje.com

**MANDATORY PRE-BID MEETING:**

Monday, November 4, 2024  
9:00 AM  
Homer Glen Public Works Garage, main entrance

**BID DUE:** Wednesday November 13, 2024, 2:00 PM

Submit sealed bids labeled "Roofing Rehabilitation-Homer Glen Public Works Garage" by the bid due date and time listed above to:

Bill Frossard  
Facilities Coordinator  
14240 W. 151st Street  
Homer Glen, IL 60491

**RESPONSES RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.  
BIDS WILL BE OPENED IMMEDIATELY AFTER THE BID DUE TIME AND DATE.**

**SUMMARY OF THE WORK:**

**Roofing Demolition:**

- a. Remove all existing panel fasteners and discard.
- b. Remove foam closure at ridge and discard.
- c. Remove existing flexible flashing boots at pipe penetrations and discard.
- d. Remove sheet metal fascia at rake edges and discard.

**Roofing Installation**

- a. Powerwash entire roof surface as required by coating manufacturer.
- b. Apply primer to roof surface.
- c. Treat surface corrosion with rust inhibitive primer.
- d. Install new screw fasteners at all locations where existing fasteners were removed. Enhance fastening at eaves as shown in the drawings.
- e. Apply flashing grade sealant at all fasteners.
- f. Apply flashing grade sealant at all horizontal and vertical panel overlaps as shown in drawings.
- g. Install new fascia metal at rake edges.
- h. Install new flexible flashing boots at all pipe penetrations.
- i. Replace roof panel sections where shown on drawings.
- j. Apply coating base coat and top coat consisting of two differing colors. Each application should be minimum 17 mils dry film thickness (DFT).

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

**END OF SECTION**

**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

**PART 1 GENERAL**

**1.1 AIA DOCUMENT A701-1997**

- A. Refer to AIA Document A701-1997, Instructions to Bidders. Free sample previews of the document are available at [www.aiacontracts.org](http://www.aiacontracts.org).
- B. Supplemental Instructions
  - 1. Add following subparagraphs.
    - 2.1.3.1 Bidder is responsible for verifying visible conditions, including dimensions, materials, and attachments to remain, on existing facility. Existing conditions shown on Drawings are for information only and must be verified in field.
    - 2.1.3.2 Schedule site visits by contacting Mr. Bill Frossard, 708.301.0632 ext: 140
    - 4.1.8 Bidders shall include time to start and length of construction period, in calendar days, for Base Bid and each Alternate.
    - 4.2.1.1 Bid security shall be 10 percent of Base Bid Total amount, in form of surety bond or cashier's check.
    - 4.2.1.2 Bidder shall execute Owner-Contractor Agreement within ten days of receipt of notice of bid acceptance and shall furnish required bonds and insurance certificates to Owner within three days thereafter, or bid security shall be forfeited to Owner as liquidated damages.
    - 4.2.2.2 Use AIA Document A310-1970 or another pre-approved form for bid bond. Bid-bond surety company is subject to Owner's approval.
    - 4.2.3.1 Bid security will be returned to all except three lowest bidders within three working days after bid opening.
    - 4.2.3.2 Remaining bid securities will be returned promptly after Owner and accepted Bidder have executed Owner-Contractor Agreement. Bidder may request return of bid security 60 days after Bid Due date if Bidder has not been notified of acceptance of Bidder's Bid.
    - 7.1.1.1 Provide payment bond for Contract Amount.

**END OF SECTION**

SECTION 00 41 44

BID FORM

BID FOR: Roofing Rehabilitation
Homer Glen Public Works Garage
4400 West 151st Street
Homer Glen, Illinois 60491

BID FROM: (Bidder's Name)

(Bidder's Address)

Date: , 2024

The undersigned acknowledges receipt of:

- A. Project Manual and Drawings for Roofing Rehabilitation
Homer Glen Public Works Garage
4400 West 151st Street
Homer Glen, Illinois 60491

Dated: October 16, 2024

- B. Addenda: No. Dated:
No. Dated:
No. Dated:

- C. Has examined the site and all Bidding Documents and agrees:
1. To hold these Bids open until 90 calendar days after Bid Opening Date.
2. To execute a satisfactory Agreement between Owner and Contractor within ten (10) days after notice of award.
3. To accept the provisions of the Bidding Instructions.
a. Provide Bid Security equal to 10 percent of the Bid Total Amount.
D. As part of the Base Bid the Bidder agrees to:
1. Provide all necessary scaffolding and staging.
2. Provide all necessary protection for public safety.
3. Provide all necessary protection of the building and property (i.e., windows, landscaping).
4. Clean all areas affected by the Work.

5. Proposes to accomplish all Work in accordance with the Contract Documents for the bid prices as outlined in the following sections.

LUMP SUM PORTION OF BASE BID

Table with 3 columns: Item, Type of Work, Total Bid. Rows include L1 (Access and general conditions) and L2 (Preparation of existing metal roofing).

UNIT PRICE PORTION OF BASE BID

UNIT PRICES: The following Unit Prices shall govern for the Base Bid and any deviations from the quantities listed in the Base Bid.

Table with 3 columns: Item, Type of Work, Cost. Row U1: Remove and replace galvanized steel Type 'R' metal panel.

SUMMARY PORTION OF BID

Bid Total (Sum of Subtotals L1 through L2): \$ \_\_\_\_\_

Bid Total (in words): \_\_\_\_\_

Dollars

TIME AND MATERIAL: To address changes in the work not indicated by the scope of work and upon written instruction of the Owner, the following prices shall prevail in accordance with the General Conditions.

LABOR COSTS: All trades at their prevailing hourly rate plus \_\_\_\_\_ percent ( \_\_\_\_\_ %) for profit and overhead. Attach rate schedule.

**MATERIAL COSTS:** At cost plus \_\_\_\_\_percent ( \_\_\_\_\_ %) for profit and overhead.

**CONSTRUCTION SCHEDULE**

The Contractor agrees to commence work under the Contract on or before a date to be specified in a written "Notice to Proceed." It is anticipated that this project will begin April 1, 2025. The Contractor proposes to complete all work within \_\_\_\_\_ calendar days (barring inclement weather and unsolvable material delays) from the date specified in the Notice to Proceed. Construction must be completed no later than June 1, 2025.

Failure to substantially complete the work during the Construction Time period stated above, plus any adjustments authorized by the Owner in writing, will be considered a substantial violation of the Contract.

The selected Contractor shall submit a detailed construction/work sequence schedule describing the work to be performed on an event by event basis, together with an estimate of time necessary to complete each phase of the Project.

IN SUBMITTING THIS BID, IT IS UNDERSTOOD THAT THE RIGHT IS RESERVED BY SAID OWNER TO REJECT ANY AND ALL BIDS, AND IT IS AGREED THAT THIS MAY NOT BE WITHDRAWN FOR A PERIOD OF THIRTY (30) DAYS FROM THE OPENING THEREOF.

**SUBCONTRACTORS**

List all subcontractors:  
(This form may be copied for use in providing additional subcontractors.)

Contact: \_\_\_\_\_

Company: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Company: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDER'S RESUME**

List minimum of three jobs of similar type and scope performed in the last five years:

**Project 1**

Owner: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Dollar Amount: \_\_\_\_\_

**Project 2**

Owner: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Dollar Amount: \_\_\_\_\_

**Project 3**

Owner: \_\_\_\_\_

Building: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Dollar Amount: \_\_\_\_\_

**BIDDER'S ENDORSEMENT**

The undersigned certifies that this proposal has been prepared under his personal supervision with his full knowledge.

Date \_\_\_\_\_

Firm Name \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

*(Printed name of Corporation officer, Partner or sole Owner signing Proposal)*

\_\_\_\_\_

*(Signature)*

*(Title)*

Business Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

**END OF SECTION**

**SECTION 00 52 14**  
**AGREEMENT FORM**

**PART 1 GENERAL**

**1.1 AGREEMENT FORM**

- A. Owner/Contractor Agreement form is AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. Free sample previews of the document are available at [www.aiacontracts.org](http://www.aiacontracts.org).
- B. Terms *Architect*, *Engineer*, and *Architect/Engineer* are used interchangeably.

**END OF SECTION**

**SECTION 00 60 11**

**BONDS AND CERTIFICATES**

**PART 1 GENERAL**

**1.1 BONDS AND CERTIFICATES**

- A. Furnish the following with executed Owner-Contractor Agreement.
  - 1. Payment Bond: Use AIA Document A312-2010, Performance Bond and Payment Bond, or another pre-approved form.
  - 2. Certificates of Insurance: Use ACORD 25 (2016/03), Certificate of Liability Insurance, and ACORD 27 (2009/12), Certificate of Property Insurance, with AIA Document G715-2017, Supplemental Attachment, or another pre-approved form.
- B. Bond Surety Company shall be satisfactory to Owner.
- C. Include costs for bonds and insurance in Bid.
- D. Attorneys-in-Fact who sign bonds shall file with each bond a certified copy of their Power of Attorney, with effective date.

**END OF SECTION**

## **EXHIBIT A**

### 1. Insurance:

The Organization agrees to obtain insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of credible insurance, in the following types and amounts is necessary:

a) Worker's Compensation and Employer's Liability with limits not less than:

1. Worker's Compensation: Statutory;
2. Employer's Liability;
3. \$1,000,000 injury-per occurrence
4. Such insurance must evidence that coverage applies in the State of Illinois.

b) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than:

Bodily Injury/Property Damage: Combined Single Limit: \$1,000,000 per accident

c) Comprehensive General Liability with coverage written on an "occurrence" as is and with limits no less than:

1. Each Occurrence: \$ 1,000,000
2. General Aggregate: \$2,000,000
3. Products and completed operations: General Aggregate: \$2,000,000

d) Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 in combination. An exception for a lower limit may be granted at the discretion of the Village of Homer Glenn. Such an exception could be based upon other criteria such as a review of their safety record, information provided by references, and/or any established prior history. Organization agrees to name the Village of Homer Glenn, its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, as additional insureds on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies. Organization agrees to provide insurance with an endorsement naming the Village of Homer Glenn and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and

attorneys as additional insureds. Organization further agrees that all insurance policies are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Village.

e) Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Village of Homer Glenn, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys are to be covered as additional insureds on the general liability, auto and umbrella/excess policies. An endorsement naming the above as additional insureds, on a primary, noncontributory basis, must be submitted with the Certificate(s) of Insurance.
2. For any claims related to this Agreement, the insurance coverage must be primary insurance coverage at least as broad as ISO CG 20 01 04 13, as it relates to the additional insureds. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and attorneys, must be in excess of the Organization's insurance, and not contributory with or to the Organization's insurance. Organization must procure and maintain for the duration of the Agreement, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Organization, its agents, authorized contractors, vendors, representatives, employees, and any sub-Organizations.
3. The insurance shall contain no special limitation on the scope of protection afforded the Village, and shall contain a "contractual liability" clause. Athletic participation must not be excluded.
4. Insurance coverage shall waive all rights of subrogation against the Village.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

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

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

PRODUCER [REDACTED] P.O. Box 470 New Castle IN 47362	CONTACT NAME: Tiffney Morris
	PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No) [REDACTED] E-MAIL [REDACTED] ADDRESS: [REDACTED]
INSURED [REDACTED] [REDACTED] CAROL STREAM IL 60188-2243	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Insurance Company NAIC # 10677
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: **FPS 24-25** REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			[REDACTED]	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined sin \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			[REDACTED]	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	[REDACTED]	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Crime/Employee Dishonesty			[REDACTED] [REDACTED]	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Limit Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Village of Homer Glen are additional insureds on a primary and non-contributory basis with respect to General Liability and Auto Liability per written contract for work performed by the insured. Umbrella follows form. Waiver of subrogation applies in favor of the additional insureds with respect to General Liability, Auto Liability and Workers Compensation per written contract for work performed by the insured.

## CERTIFICATE HOLDER

Village of Homer Glen  
14240 W 151st Street  
Homer Glen, IL 60491

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**SECTION 00 72 00**  
**GENERAL CONDITIONS**

**PART 1 GENERAL**

**1.1 GENERAL CONDITIONS**

- A. General Conditions are AIA Document A201-2017, General Conditions of the Contract for Construction. Free sample previews of the document are available at [www.aiacontracts.org](http://www.aiacontracts.org).

**END OF SECTION**

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SUPPLEMENTARY CONDITIONS

- A. The following supplementary conditions modify provisions of AIA Document A201-2017, General Conditions of the Contract for Construction. Free sample previews of the document are available at [www.aiacontracts.org](http://www.aiacontracts.org). Unaltered portions of General Conditions remain in effect.

**Article 1 General Provisions**

Add Subparagraphs 1.1.3.1, 1.1.3.2, 1.1.3.3, and 1.1.3.4.

*1.1.3.1 **Furnish:** Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.*

*1.1.3.2 **Install:** Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.*

*1.1.3.3 **Provide:** Furnish and install, complete and ready for intended use.*

*1.1.3.4 **Rules and Regulations** shall include conventions and agreements within construction industry that control performance of Work.*

Add Subparagraph 1.2.4.

*1.2.4 Sections of Division 01 - General Requirements expand on provisions of these General Conditions and govern the execution of the Work of all sections of the Specification.*

Add Subparagraph 1.4.1.

*1.4.1 Where phases such as “as selected,” “as approved,” “or equal,” or “or approved equal” are used, it is understood that the selecting or approving party is the Architect/Engineer, unless another is party specifically designated by the Owner.*

Add Subparagraph 1.5.3.

*1.5.3 Any unauthorized use of the Instruments of Service by the Contractor, Subcontractors, Sub-subcontractors, or suppliers shall be at that party’s sole risk and that party shall indemnify Architect/Engineer for any liability or legal exposure to Architect/Engineer related to the unauthorized use.*

Delete Paragraphs 1.7 and 1.8 and add the following:

*1.7 —Not Used—*

*1.8 —Not Used—*

**Article 2 Owner**

Delete Subparagraph 2.3.2 and add the following:

*2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The terms “Architect,” “Architect/Engineer,” and “Engineer” are used interchangeably.*

**Article 3 Contractor**

Add Subparagraph 3.1.4.

*3.1.4 The Contractor is responsible for all obligations related to the Work unless the obligation is specifically attributed to the Owner.*

Add the following to Subparagraph 3.2.2.

3.2.2.1 *The Contractor shall not scale drawings to determine dimensions. It is the Contractor's responsibility to verify all field dimensions or request additional information from the Architect when areas cannot be field measured.*

3.2.2.2 *The Contractor shall report to the Architect/Engineer any specified Work that, in the opinion of the Contractor, cannot reasonably be constructed as specified.*

Delete Subparagraph 3.5.2 and add the following.

3.5.2 *All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner or shall be transferrable to the Owner, shall commence in accordance with Section 9.8.4, and shall not be limited by the period for correction of work established in Paragraph 12.2.*

Add Subparagraph 3.6.1.

3.6.1 *The Owner is a tax-exempt organization and is exempt from sales tax on products permanently incorporated in the Work. When making purchases, the Contractor shall certify in writing on the invoice or sales ticket copy to be retained by the vendor that purchases were made for and on behalf of the Owner. The Contractor shall furnish copies of the invoices or sales tickets to the Owner and shall provide separate amounts for labor and materials on the monthly payment requests."*

#### **Article 4 Architect**

Delete Subparagraph 4.1.2 and add the following.

4.1.2 *Duties, responsibilities, and limitations of authority of the Architect/Engineer as set forth in the Contract Documents may be restricted, modified, or expanded by the Owner and Architect/Engineer without the consent of the Contractor. The Contractor shall be notified of any changes to the duties, responsibilities, or limitations of authority of the Architect/Engineer.*

#### **Article 5 Subcontractors**

Add Subparagraph 5.3.1.

5.3.1 *Each Subcontractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them, per Paragraph 3.18, to the extent of the Work to be performed by the Subcontractor.*

#### **Article 9 Payments and Completion**

Add Subparagraph 9.3.4.

9.3.4 *The application for payment form shall be AIA Document G702-1992, Application and Certification for Payment (or a similar form agreed upon by the Owner and Architect), supported by AIA Document G703-1992, Continuation Sheet (or a similar form agreed upon by the Owner and Architect). The first payment application shall include the Contractor's partial waiver of lien for the payment amount. Each subsequent payment application shall include the Contractor's partial waiver of lien for the payment amount and partial waivers of lien of Subcontractors and material suppliers who were included in the immediately preceding payment application, to the extent of that payment. The application for final payment shall include final waivers of lien from the Contractor, Subcontractors, and material suppliers who have not previously furnished final waivers.*

#### **Article 10 Protection of Persons and Property**

Add the following to Subparagraph 10.2.6.

*The responsible person shall conduct regularly scheduled meetings with Subcontractors and, in the event of Separate Contracts, with other Contractors to promote compliance with governing safety regulations.*

Add Paragraph 10.5 including Subparagraphs 10.5.1 and 10.5.2.

**10.5 Use and Control of Moisture**

*10.5.1 The Contractor shall control moisture from construction activities or due to temporary demolition during construction and prevent such moisture from creating or contributing to conditions conducive to deterioration of materials or biological growth. This includes providing temporary weather protection of work areas to reasonably prevent weather from entering the interior or damaging components to remain.*

*10.5.2 The Contractor shall control water runoff and shall not allow contaminated water or debris to enter storm sewers. The Contractor shall comply with local, state, and federal laws and ordinances regarding water runoff.*

**Article 11 Insurance and Bonds**

Add Subparagraph 11.1.4.

*11.1.4 Within three (3) business days of the date the Contractor becomes aware of any impending or actual cancellation of any insurance or substantial change in coverage required by Section 11.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide the required coverage throughout the project duration (including statute of limitations period). Upon receipt of the notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. Alternately, the Owner shall have the right, but not the obligation, to independently obtain such insurance. In such case, the Contractor shall repay the Owner immediately upon demand the premium together with interest and all costs and expenses incurred by the Owner without prejudice to any rights or remedies of the Owner under this Agreement. At the Owner's option, all sums due the Owner may be deducted from payments due to the Contractor under this Agreement.*

**Article 12 Uncovering and Correction of Work**

Modify Subparagraphs 12.2.2.1, 12.2.2.2, and 12.2.2.3 as follows:

*12.2.2.1 Change "one year" to "two years" at one location in Line 1. Change "one-year" to "two-year" at one location in Line 7.*

*12.2.2.2 Change "one-year" to "two-year" at one location in Line 1.*

*12.2.2.3 Change "one-year" to "two-year" at one location in Line 1.*

Modify Subparagraph 12.2.5 as follows:

*12.2.5 Change "one-year" to "two-year" at one location in Line 2.*

Add Paragraph 12.4.

*12.4 In addition to complying with the requirements of the Contract Documents, the completed Work shall be watertight (i.e., no liquid water inboard of the primary waterproofing, roofing, and/or weather barrier element) for the correction period. In executing the Owner-Contractor Agreement, the Contractor represents that it is knowledgeable in the Work to be performed. It is the responsibility of the Contractor to take any and all steps necessary to provide a watertight system. Errors, inconsistencies, or omissions in the*

*Contract Documents or unanticipated field conditions shall be reported promptly to the Architect/Engineer under Paragraph 3.2.2, and do not relieve the Contractor of its responsibility to provide a watertight system.*

**Article 13 Miscellaneous Provisions**

Add the following to Paragraph 13.6.

*Interest shall not accrue on disputed amounts due until the Owner and Contractor have resolved such dispute.*

**Article 14 Termination or Suspension of the Contract**

Delete Subparagraph 14.1.1.3 and substitute the following.

*14.1.1.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment certified by the Architect that is undisputed by the Owner within the time stated in the Contract Documents; or*

- B. The following supplementary conditions modify provisions of AIA Document A101-2017 Exhibit A, Insurance and Bonds. Unaltered portions remain in effect.

Add the following after Subparagraph A.3.2.1:

*Maintain products-completed operations coverage through statute of limitations for any Project-related claims, including warranty claims.*

Add the following Subparagraph A.3.2.2.3:

*General Aggregate and Per Project Aggregate endorsements shall be added to the General Liability policy.*

*A.3.2.2.1 Commercial General Liability \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 aggregate for products-completed operations hazard*

*A.3.2.3 Automobile Liability \$1,000,000 per accident*

*A.3.2.6 Employer's Liability \$1,000,000 each accident; \$1,000,000 each employee; \$1,000,000 policy limit*

**END OF SECTION**

**SECTION 01 11 00**

**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes: Description of existing conditions and Contractor duties and use of premises.

**1.2 OWNER/CONTRACTOR AGREEMENT**

- A. Perform Work under terms of A201 - General Conditions of the Contract for Construction, and Section 00 73 00 - Supplementary Conditions.
- B. Owner: Village of Homer Glen
- C. Consultant:                   Wiss Janney Elstner Associates  
  330 Pfingsten Road  
  Northbrook, Illinois 60062

**1.3 CONTRACTOR DUTIES**

- A. Except as specifically noted, provide and pay for:
  - 1. Labor, materials, and equipment.
  - 2. Tools, construction equipment, and machinery.
  - 3. Water, heat, power, and lights required for construction.
  - 4. Other facilities and services necessary for proper execution and completion of Work.
  - 5. Legally required sales, consumer, and use taxes. Owner's tax-exempt sales tax number is E99449471
  - 6. Permits, government fees, and licenses as necessary for proper execution and completion of Work and as applicable at time of receipt of bids.
- B. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities having jurisdiction, which bear on performance of Work.
  - 1. Take necessary safety precautions to prevent injury to construction personnel, non-construction personnel, Owner's property, and adjacent facilities.
  - 2. Give required notices.
  - 3. Products shall comply with local regulations, including environmental restrictions.
  - 4. Promptly submit written notice to Architect/Engineer of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations.
    - a. Propose appropriate modifications to Contract Documents for necessary changes.
    - b. Assume responsibility for Work known to be contrary to such requirements, which is performed without notice.
- C. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in their assigned tasks.
- D. Provide 24-hour emergency contact information for Contractor and major subcontractors, including names and telephone numbers.

## 1.4 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted by law, ordinance, permits, and Contract Documents.
- B. Owner will occupy premises outside of Work area during construction period.
  - 1. Cooperate with Owner to minimize conflicts and facilitate Owner usage.
  - 2. Perform Work to avoid interference with Owner's day-to-day operations. Notify Owner's Representative at least 72 hours in advance of activities that will affect Owner's operations.
  - 3. Maintain vehicular, pedestrian, and emergency access to portions of facility that are in use. Keep entrances and exits clear of stored materials and construction equipment.
    - a. Short interruptions in access may be permitted if approved in advance in writing by the Owner's Representative.
    - b. Schedule deliveries to minimize interruptions.
  - 4. Do not disturb Site outside of Work area.
- C. Minimize interference with adjacent streets and walkways and adjacent facilities.
- D. Contractor shall have no additional storage or operational area outside of Work area, either inside or outside of building, except as approved in advance by Owner's Representative.
  - 1. Construction equipment, tools, etc., shall not be stored in areas of Owner's continued use.
  - 2. Do not unreasonably encumber Site with materials or equipment.
  - 3. Do not load Project structure with weight that will endanger Project structure.
  - 4. Assume full responsibility for Site security and protection and safekeeping of products stored at Site.
  - 5. Obtain and pay for additional storage areas needed for operations.

## 1.5 WORK SCOPE

- A. Work includes the following activities:
  - 1. **Base Bid - Demolition Work**
    - a. Remove all existing panel fasteners and discard.
    - b. Remove foam closure at ridge and discard.
    - c. Remove existing flexible flashing boots at pipe penetrations and discard.
    - d. Remove sheet metal fascia at rake edges and discard.
  - 2. **Base Bid – Roofing Installation**
    - a. Powerwash entire roof surface as required by coating manufacturer.
    - b. Apply primer to roof surface.
    - c. Treat surface corrosion with rust inhibitive primer.
    - d. Install new screw fasteners at all locations where existing fasteners were removed. Enhance fastening at eaves as shown in the drawings.
    - e. Apply flashing grade sealant at all fasteners.
    - f. Apply flashing grade sealant at all horizontal and vertical panel overlaps as shown in drawings.
    - g. Install new fascia metal at rake edges.
    - h. Install new flexible flashing boots at all pipe penetrations.
    - i. Replace roof panel sections where shown on drawings.
    - j. Apply coating base coat and top coat consisting of two differing colors. Each application should be minimum 17 mils dry film thickness (DFT).

## 1.6 OWNER OCCUPANCY

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

**END OF SECTION**

**Verify that all of your Illinois Sales Tax Exemption Certificate information is correct**

- ✓ **If not**, contact us immediately.
- ✓ **Do not discard** - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

OFFICIAL DOCUMENT

**Illinois Sales Tax Exemption Certificate**



VILLAGE OF HOMER GLEN

14240 W 151ST ST  
HOMER GLEN IL 60491-5902

**Sales Tax Exemption Certificate**

**Issue date:**  
02/10/2020

**Expiration date:**  
03/01/2025

**Sales Tax Exemption**

**E99449471**

**Organization type:**

**Governmental**

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

 **ILLINOIS REVENUE**  
*Horne*  
Director

OFFICIAL DOCUMENT - DO NOT DESTROY

## SECTION 01 20 10

### CONTRACT MODIFICATION AND PAYMENT PROCEDURES

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for preparing, handling, and processing Contract modifications and Applications for Payment, including allowances, unit price Work, alternates, and product substitutions.

##### 1.2 UNIT PRICE WORK

- A. Definition: Unit price, stated on the Bid Form, is the price per unit of measurement for materials and services for a specific Work activity. The Contract Sum may be increased or decreased by Unit Price adjustment, based on the difference between the estimated bid quantity and the actual Work quantity.
- B. Measurement Procedures:
  - 1. Measure Work performed on a unit price basis and maintain a record of the location and unit price quantity of each repair installed. Unless stated otherwise by the Architect/Engineer, document unit price quantities with plan view or elevation drawings, or both, and tables with required data, cross-referenced to drawings. Submit recorded information to Architect/Engineer on a weekly basis.
  - 2. Architect/Engineer will verify the accuracy of measurements and approve final quantities. Notify Architect/Engineer at least two days before Work will be performed that might make this verification difficult or impossible.
  - 3. Notify Owner's Representative and Architect/Engineer at once in writing of unit price work that deviates materially from the Unit Price basis for payment and for which an adjustment in Unit Price is desired.
    - a. Measure and quantify all such deviations, and allow Architect/Engineer to verify the accuracy of measurements, prior to performing Work that might make verification difficult or impossible.
    - b. Adjustments will be considered only if all repairs of given type have been measured and all deviations, both plus and minus, have been included in the determination of the average deviation from the Unit Price basis for payment.
- C. Payment Procedures:
  - 1. As part of Project closeout, the Contract Sum will be modified by the unit price times the variation in the actual Work quantity from the estimated quantity included in the Bid Form, based on quantities measured by the Contractor and approved by the Architect/Engineer.

##### 1.3 ALTERNATES

- A. Description of Alternates:
  - 1. Alternate 1: Removal of existing roofing and installation of a new 60 mil white EPDM roofing membrane in lieu of the specified 90 mil membrane.
- B. Procedures:

1. Upon notification of alternates selected by the Owner, inform subcontractors of selected alternates and of changes in the Work due to selection or rejection of alternates.
2. Execute accepted alternates under the same conditions as other work of the Contract.
3. Modify or adjust affected adjacent Work as necessary to completely integrate the Work of an alternate into Project.

#### 1.4 SUBSTITUTION PROCEDURES

##### A. Definitions:

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

##### B. Submittals:

1. Substitution Requests: Submit three copies of request for consideration. Use CSI Form 13.1A or similar form. Identify product or fabrication or installation method to be replaced. Include Specification section and Drawing numbers and titles.
  - a. Provide the following information. If the following information is not provided, Architect/Engineer may return requests without action, except to record noncompliance with these requirements.
    - 1) Statement indicating why specified product, fabrication, or installation cannot be provided, if applicable.
    - 2) Product Data, including drawings and descriptions of products, and fabrication and installation procedures. Where applicable or requested, include:
      - a) Samples.
      - b) Certificates and qualification data.
    - 3) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      - a) Research reports evidencing compliance with the building code in effect for Project.
      - b) Necessary approvals of public authorities having jurisdiction.
    - 4) A detailed comparison of significant qualities of proposed substitution with those of specified Work. Include an annotated copy of applicable Specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from specified Work.
    - 5) List of similar installations for completed projects with project names and addresses and names and addresses of architect/engineers and owners.
    - 6) Coordination information, including a list of changes or modifications needed to other portions of Work that will be necessary to accommodate proposed substitution.
    - 7) Cost information and a detailed comparison of Contractor's construction schedule using proposed substitution compared to specified product, including the effect on overall Contract Time. Include proposal of change, if any, in Contract Sum or Contract Time.

- 8) Contractor's certification that proposed substitution complies with requirements in Contract Documents, including specified warranty, except as indicated in substitution request; is compatible with other portions of Work and other products; and is appropriate for applications indicated and will produce indicated results.
    - a) Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturer.
  - 9) Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of the proposed substitution to produce the indicated results.
    - b. In addition, for substitutions of convenience, requested substitution must:
      - 1) Offer Owner 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/Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
      - 2) Not require extensive revisions to Contract Documents.
    - c. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not less than 14 days prior to time required for preparation and review of related submittals.
    - d. Substitutions for Convenience: Architect/Engineer will consider requests for substitution if received within 60 days after Notice of Award. Requests received after that time may be considered or rejected at the discretion of Architect/Engineer.
  2. Architect/Engineer's Action: If necessary, Architect/Engineer will request additional information or documentation for evaluation within seven days of receipt of substitution request. Architect/Engineer will notify Contractor of acceptance or rejection of proposed substitution within 14 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Acceptance or rejection of proposed substitutions shall be at the sole discretion of Architect/Engineer, whose decision is final.
    - b. Accepted substitution will be incorporated into the Contract by Change Order, Construction Change Directive, or Architect/Engineer's Supplemental Instructions for minor changes in Work.
    - c. Use product specified if Architect/Engineer does not issue decision on use of proposed substitution within time allocated.
- C. Modify or adjust Work as necessary to integrate work of approved substitutions.

## 1.5 CONTRACT MODIFICATION PROCEDURES

- A. Minor Changes in Work: Architect/Engineer will issue supplemental instructions authorizing minor changes in Work, not involving adjustment to Contract Sum or Contract Time, on AIA Document G710, Architect's Supplemental Instructions.
- B. Proposal Requests:
  1. Owner-Initiated Proposal Requests: Architect/Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or Contract Time. The description may include supplemental or revised Drawings and Specifications.
    - a. Proposal Requests issued by the Architect/Engineer are for information only, and are not instructions to either stop Work or execute the proposed change.

- b. Within the time specified in the Proposal Request after receipt of the Proposal Request, submit adjustments to the Contract Sum and Contract Time necessary to execute change.
  2. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, propose changes by submitting a request for change to the Architect/Engineer.
    - a. Include a statement outlining reasons for the change and provide a complete description of the proposed change.
    - b. Submit adjustments to the Contract Sum and Contract Time necessary to execute the change within 21 days of becoming aware of latent or unforeseen condition. Owner will reject claims submitted later than 21 days after latent or unforeseen condition becomes known.
  3. Indicate the effect of the proposed change on the Work, and adjustments to the Contract Sum and Contract Time necessary to execute the change.
    - a. Include 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. Do not include Contractor's or subcontractor's indirect expense unless it is clearly shown that the nature or extent of Work has changed from that which could have been foreseen from information in the Contract Documents. 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.
    - e. Include an updated Construction Schedule that indicates the effect of the change, including changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of Contract Time.
    - f. Comply with requirements in Section 01 60 00 if proposed change requires substitution of one product or system for product or system specified.
  4. Use AIA Document G709, Work Changes Proposal Request, for Proposal Requests.
- C. Construction Change Directives:
  1. Architect/Engineer may issue a Construction Change Directive on AIA Document G714, Construction Change Directive, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
    - a. A Construction Change Directive contains a complete description of the change in Work, including a method to determine changes in the Contract Sum and Contract Time.
  2. Maintain detailed records on time and material basis of Work required by Construction Change Directive.
    - a. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- D. Change Order Procedures:
  1. Owner will authorize a change in the Contract by executing AIA Document G701, Change Order.
  2. Allowance Adjustment: Change Orders for allowance items will decrease allowance amounts, and have no effect on Contract Amount, until the allowance amount has been depleted.

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

## 1.6 PAYMENT PROCEDURES

### A. Schedule of Values:

1. Format and Content:
  - a. Include the following Project identification.
    - 1) Project name and location.
    - 2) Name of Architect/Engineer.
    - 3) Contractor's name and address.
    - 4) Date of submittal.
  - b. Provide a breakdown of the Contract Sum in sufficient detail to facilitate an evaluation of the Applications for Payment.
    - 1) Coordinate with Project Manual Table of Contents.
    - 2) Provide separate line items for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of Work.
    - 3) Provide separate line item for each part of Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - 4) Where Work is phased, include effects of phasing in Schedule of Values.
    - 5) 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.
    - 6) Show temporary facilities and other major cost items that are not a direct cost of actual Work-in-place, as either separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
    - 7) Round amounts to nearest whole dollar; total shall equal Contract Sum.
2. Coordinate the Schedule of Values with other administrative forms and schedules, including the Construction Schedule, submittal schedule, and application for payment forms.
3. Submit the Schedule of Values to Architect/Engineer at least two weeks before submittal of the initial Application for Payment.
4. Update and resubmit the Schedule of Values before the next Application for Payment when a Change Order results in a change in the Contract Sum.

### B. Applications for Payment:

1. Payment Application Form: Use AIA Document G702 and AIA Document G703 Continuation Sheets as the form for Applications for Payment.
2. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect/Engineer and paid by Owner.
3. Application Preparation: Complete every entry on form. Notarize and execute by person authorized to sign legal documents on behalf of Contractor. Architect/Engineer will return incomplete applications without action.
  - a. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedule if revisions were made.
  - b. Include amounts of Change Orders and Construction Change Directives issued before the last day of the construction period covered by the application.
4. Submittal: Electronically submit one signed and notarized original copy of each Application for Payment to Architect/Engineer by method ensuring receipt. The application shall include waivers of lien and similar attachments if required. Send the

- submittal with a transmittal form listing attachments and recording appropriate information about the application.
5. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file mechanic's lien arising out of the Contract and related to the Work covered by payment.
    - a. Submit partial waivers on each item for the amount requested in the application, after deduction for retainage on each item.
    - b. When the application shows completion of an item, submit final or full waiver.
    - c. Execute waiver forms in a manner acceptable to Owner.
    - d. Owner reserves the right to designate which entities involved in Work must submit waivers.
  6. Application for Payment at Substantial Completion: After issuing a Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of Work claimed as substantially complete.
    - a. Include documentation supporting claim that Work is substantially complete and statement showing accounting of changes to Contract Sum.
    - b. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of Work.
  7. Final Payment Application: Submit a final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
    - a. Evidence of completion of Project closeout requirements.
    - b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
    - c. Updated final statement, accounting for final changes to the Contract Sum.
    - d. AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.
    - e. AIA Document G706A, Contractor's Affidavit of Release of Liens.
    - f. AIA Document G707, Consent of Surety to Final Payment.
    - g. Evidence that claims have been settled.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION**

## SECTION 01 30 00

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Project coordination and supervision, meetings, schedules, and photographic documentation.

##### 1.2 COORDINATION

- A. Project has special requirements for coordinating Work because of the following conditions.
  - 1. Complex nature and phasing of Work activities.
  - 2. Partial occupancy of facility by Owner during construction period.
- B. Provide supervision, planning, scheduling, and control to perform Work and meet requirements of Contract Documents.
  - 1. Schedule and coordinate construction operations in sequence required to obtain best results where installation of one part of Work depends on installation of other components, before or after its own installation.
  - 2. Notify affected parties in writing, as necessary, of special procedures required for coordination.
  - 3. Coordinate scheduling and timing of required administrative procedures to ensure orderly progress of Work. Such administrative activities include the following:
    - a. Preparation of a construction schedule and Schedule of Values.
    - b. Installation and removal of temporary facilities and controls.
    - c. Delivery and processing of submittals.
    - d. Progress and pre-installation meetings.
    - e. Project closeout activities.
- C. Notify the Owner's Representative in writing 48 hours in advance of time when construction areas will be returned to the Owner for use or when new Work areas are required.
- D. Submit a building access plan to Owner's Representative for review and written approval at least ten working days prior to its implementation. Include locations of temporary enclosures and storage.

##### 1.3 SUPERVISION

- A. Provide a project superintendent at the Site a minimum of eight hours per day during the progress of the Work. The superintendent shall be literate and fluent in English.

##### 1.4 MEETINGS

- A. General:
  - 1. Schedule and conduct meetings at the Site, unless otherwise indicated.
  - 2. Notify participants, others involved, and individuals whose presence is required, of the date and time of the meeting. Notify the Owner and Architect/Engineer of scheduled meeting dates and times.

3. Agenda: Prepare a meeting agenda and distribute agenda to invited attendees.
  4. Minutes: Architect/Engineer will record significant discussions, agreements, and disagreements, and distribute the meeting minutes to concerned parties, including the Owner and Architect/Engineer, within seven days of the meeting.
- B. Pre-Construction Meeting:
1. Conduct a pre-construction meeting before Work begins. The Owner's Representative, Architect/Engineer, and responsible representatives from major subcontractors and other concerned parties shall be present. Participants shall be familiar with the Project and authorized to conclude matters relating to the Work.
  2. Describe in detail when each portion of the Work is to be performed, based on the construction schedule. Discuss phasing and critical work sequencing. Subcontractors shall participate in discussion.
  3. Discuss the following:
    - a. Subcontractors, including responsibilities and personnel assignments.
    - b. Key personnel, including contact information, and their duties.
    - c. Procedures for requests for interpretations, field decisions, and change orders.
    - d. Procedures for processing Applications for Payment.
    - e. Use of premises, including office and storage areas, parking availability, and Owner's requirements.
    - f. Work hours and restrictions.
    - g. Deliveries and priorities.
    - h. Temporary facilities and controls.
    - i. Housekeeping procedures, including progress cleaning and construction waste management and recycling.
    - j. Preparation of record documents.
  4. Discuss questions that Contractor or subcontractors may have about Work or construction schedule.
  5. The Architect/Engineer will interpret the Contract Documents.
  6. The Owner's Representative will discuss partial occupancy and use of the facility during the construction and other Owner concerns.

## 1.5 SCHEDULES

- A. Prepare a construction schedule for the entire Work, including a complete sequence of construction by activity. The schedule shall be in the form of a horizontal bar chart, with a separate horizontal bar for each construction activity and the first workday of each week identified.
1. Provide beginning and completion dates for each construction activity and phase.
    - a. Indicate the completion percentage for each activity on the first day of each month.
    - b. Indicate time periods when portions of the Site will not be available for Owner use and when stairs and elevators will be used for construction activities.
    - c. Indicate periods of interruption of utility services.
  2. Provide submittal dates and dates when reviewed submittals will be required.
  3. Provide product procurement and delivery dates.
  4. Provide dates for the selection of finishes.
  5. Provide separate sub-schedules as necessary to provide more detail for critical portions of the schedule.
- B. Submit the construction schedule to the Owner's Representative and Architect/Engineer within one week after the date of the Notice to Proceed.

- C. Update the schedule on a monthly basis or when actual construction progress deviates significantly from that shown on the current schedule.
  - 1. Show all changes that have occurred since the previous schedule was prepared, including the progress of each activity, current completion dates, and major changes in scope.
  - 2. Provide a narrative report that discusses the following items and their effects on the schedule.
    - a. Progress of each activity and current completion date, compared to the previous schedule.
    - b. Description of changes.
    - c. Problem areas, including current and anticipated delay factors.
    - d. Corrective actions taken or proposed.
  - 3. Resubmit to the Owner's Representative and Architect/Engineer.
- D. Distribute the current schedule to the job-site file, subcontractors, and other affected parties. Instruct parties to report any inability to comply and to provide a detailed explanation with suggested remedies.

## **1.6 PHOTOGRAPHIC DOCUMENTATION**

- A. Photograph existing conditions that are important to the construction or that deviate substantially from the Contract Documents; significant conditions that will be concealed by the Work; finish surfaces that might be misconstrued as damage caused by removal or other Work operations; and immediate follow-up when on-site events result in construction damage or loss.
  - 1. Photographs shall be in focus and shall clearly show the condition.
- B. Within two days of taking photographs, submit the complete digital-image electronic file with image log to the Architect/Engineer and Owner's Representative. Submit digital images exactly as originally recorded in the camera, without alteration, manipulation, editing, or modification.
  - 1. Submit photographs of pre-existing damage prior to beginning Work in area.

## **PART 2 PRODUCTS - Not Used**

## **PART 3 EXECUTION - Not Used**

**END OF SECTION**

**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for submitting shop drawings, product data, samples, and other submittals.

**1.2 SUBMITTALS**

- A. General:
1. Format:
    - a. PDF Submittals: Prepare submittals as a PDF package, incorporating complete information into one PDF file for each product or material. Name each PDF file with submittal number
  2. Submittal Identification: Include the following information in each submittal.
    - a. Project name.
    - b. Date.
    - c. Names of Architect/Engineer, Contractor, subcontractor, manufacturer, supplier, and firm or entity that prepared submittal, as appropriate.
    - d. Identification information, such as the number and title of the appropriate Specification section, Drawing number and detail references, location(s) where product is to be installed, or other necessary information.
    - e. Label each submittal with the six digit Specification section number followed by a decimal point and then sequential number (e.g., 042000.01). On resubmittals, include alphabetic suffix after another decimal point (e.g., 042000.01.A).
    - f. Provide space on or beside the label or title block for the Contractor's approval stamp and the action stamp of the Architect/Engineer.
  3. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not use reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements outlined in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions, including notation of those established by field measurement.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Notation of coordination requirements.
    - e. Relationship to adjoining construction clearly indicated.
- C. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. Clearly mark each copy of the submittal to show which products and options are applicable. Delete information which is not applicable. Supplement standard information with project-specific information.
  2. Include the following information, as applicable:

- a. Manufacturer's catalog cuts, product specifications, schematic drawings, installation instructions, and written recommendations.
  - b. Compliance with referenced standards.
  - c. Testing by recognized testing agency.
  3. Submit the number of copies required by the Contractor plus two that will be retained by the Architect/Engineer, or digital file. Mark up and retain one returned copy as a Project Record Document.
- D. Samples: Upon request, submit physical samples to illustrate functional and aesthetic characteristics of the product, for review of materials and workmanship, for compatibility with other elements, and for comparison with the actual installed elements.
1. Samples shall be of sufficient size to show the general visual effect.
  2. Include sets of at least three samples that show the full range of color, pattern, texture, graining, and finish.
  3. Transmit samples that contain multiple, related components, such as accessories, together in one submittal package.
  4. Identification: Attach a label on an unexposed side of each sample that includes the following:
    - a. Generic description of sample.
    - b. Product name, name of manufacturer, and sample source.
    - c. Number and title of appropriate Specification section.
  5. Samples for Initial Selection: Submit two full sets of units or sections of units from the supplier's product line, showing the full range of colors, textures, and patterns available. Architect/Engineer will retain one set and return one set with the options selected.
  6. Samples for Verification: Submit full-size units or samples of the size indicated, prepared from the same material to be used for the Work, cured and finished in the manner specified, and physically identical with material or product proposed for use, and that show the full range of color and texture variations expected.
    - a. Submit the number of samples required by the Contractor plus one that will be retained by the Architect/Engineer. Mark up and retain one returned sample as a Project Record Document.
  7. Maintain approved samples at the Site, available for quality-control comparisons during construction. Samples may be used to determine final acceptance of construction associated with the sample.

### 1.3 SUBMITTAL PROCEDURE

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- B. Coordinate the preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, submittals requiring concurrent review, and related activities that require sequential activity.
  2. Allow sufficient time for submittal and resubmittal review. Failure to provide sufficient time for submittal and resubmittal reviews will not be a basis for extension of the Contract Time.
- C. Review Time:
  1. Allow seven days for the review of each submittal and resubmittal.

2. Allow additional time if coordination with subsequent submittals is required. The Architect/Engineer will advise the Contractor when the submittal being processed must be delayed for coordination.
  3. Time for review shall commence when the Architect/Engineer receives the submittal.
- D. Contractor Review:
1. Review each submittal, coordinate with other Work, and check for compliance with the Contract Documents. Verify field dimensions and conditions. Identify variations from the Contract Documents and product or system limitations that may be detrimental to the successful performance of completed Work. Note corrections.
  2. Before submitting to the Architect/Engineer, stamp or electronically mark-up, with a uniform approval stamp, including the reviewer's name; the date of Contractor's approval; and a statement certifying that the submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  3. Submittal Log: Maintain submittal log that lists submitted items per specification section. Record dates submitted, dates returned, and disposition of each item based on Architect/Engineer's review. Submit final log showing approved materials at Substantial Completion.
- E. Transmittal: Package each submittal individually and appropriately for transmittal and handling.
1. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
- F. Architect/Engineer Action:
1. Architect/Engineer will not review submittals that are received from sources other than the Contractor or that do not bear the Contractor's approval stamp, and will return them without action to the Contractor.
  2. Architect/Engineer will review each submittal for conformance with the design concept of the Project and compliance with the Contract Documents. Architect/Engineer will make marks to indicate corrections or modifications required, and stamp or electronically mark-up with an action stamp. The action stamp will include the reviewer's name, date of review, and required Contractor action. Contractor actions may include making corrections or modifications to the submittal or resubmitting the submittal, or both.
- G. Resubmittals: Make resubmittals in the same form and number of copies as the initial submittal.
1. Note the date and content of previous submittal.
  2. Note the date and content of the revision in the label or title block and clearly indicate the extent of the revision and changes made.
  3. Resubmit until the Architect/Engineer indicates that no resubmittal is required.
- H. Distribution: Furnish final copies (paper or digital) to the Site file, record documents file, manufacturers, subcontractors, suppliers, fabricators, installers, public authorities having jurisdiction, and others as necessary for performance of construction activities. Show the distribution on the transmittal forms.
- I. For construction, use only the final submittals with the Architect/Engineer's action stamp.

**PART 2 - PRODUCTS - Not Used**

**PART 3 - EXECUTION - Not Used**

**END OF SECTION**

**SECTION 01 50 00**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes: Requirements for temporary utilities, support facilities, and protection and controls.
- B. Pay for temporary utilities, support facilities, and protection and control measures unless otherwise indicated. Allow other entities to use temporary utilities and facilities without cost, including Owner's Representative, Architect/Engineer, subcontractors, testing agencies, and public authorities having jurisdiction.

**1.2 SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups, staging and storage areas, and parking areas for construction personnel.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION**

**3.1 GENERAL**

- A. Conditions of Use:
  - 1. Locate temporary services and facilities where they will serve Project adequately and result in minimum interference with performance of Work. Coordinate locations with Owner's Representative.
  - 2. Provide temporary services and facilities ready for use when needed to avoid delay.
  - 3. Maintain temporary and existing services and facilities clean and neat, in good operating condition, and in condition acceptable to Owner's Representative.
  - 4. Relocate and modify temporary services and facilities as required by progress of Work.
  - 5. Enforce strict discipline in use of temporary services and facilities. To minimize waste and abuse, limit availability of temporary services and facilities to essential and intended uses.
  - 6. Remove temporary services and facilities when no longer needed, but no later than Substantial Completion.
    - a. Personnel remaining after Substantial Completion will be permitted to use permanent facilities under conditions acceptable to Owner's Representative.
    - b. Restore Site to condition existing before Project commencement.
    - c. Materials and facilities that constitute temporary facilities are property of Contractor.
- B. Provide temporary ladders, ramps, runways, stairs, scaffolding, staging, enclosures, hoists, rubbish chutes, and other construction aids as may be required for Work.

### 3.2 TEMPORARY UTILITIES

- A. Water Service: Use of Owner's existing water service will be permitted.
  - 1. Provide connections and extensions of service as required for construction operations.
  - 2. Provide additional water as necessary.
- B. Electric Power Service:
  - 1. Provide connections, extensions of service, and receptacle outlets as required for construction operations.
  - 2. As necessary, provide additional electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Do not overload Owner's service.
- C. Lighting: Contractor shall provide temporary lighting as needed.
  - 1. Provide additional lighting, as necessary, with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 2. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

### 3.3 TEMPORARY FACILITIES

- A. Parking: Construction personnel shall park in off-site unless other arrangements are made in advance in writing with Owner's Representative.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel at location designated by Owner's Representative.
  - 1. Provide disposable supplies, including toilet tissue, paper towels, and paper cups. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2. Service toilets at least twice weekly.
  - 3. Provide wash facilities supplied with potable water at convenient locations for personnel who handle materials that require clean up. Supply cleaning compounds appropriate for each type of material handled. Dispose of drainage properly.
    - a. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
  - 4. Comply with public authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of public authorities having jurisdiction.
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Construction maintenance and operation shall be in accordance with public authorities having jurisdiction.
  - 2. Locate sufficient distance from exterior walls and protect walls to prevent damage.
- E. Temporary Rubbish Chutes:
  - 1. Construct dustproof rubbish chutes on outside of structure, as required.
  - 2. Maintain chutes, and remove when no longer needed or when directed by Owner's Representative.
  - 3. Discharge chutes into trucks or suitable containers to avoid rehandling of rubbish. Spray rubbish as required to prevent dust nuisance. Remove rubbish from Site.

### 3.4 TEMPORARY PROTECTION AND CONTROLS

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with applicable laws, governmental rules and regulations, and public authorities having jurisdiction with regard to noise, dust, pest, and pollution control.
- B. Barricades, Warning Signs and Lights, and Traffic Controls: Provide and maintain barricades, warning signs and lights, and traffic controls. Provide traffic control as necessary for construction vehicles entering and leaving Site, and for non-construction vehicles on or near Site. Comply with requirements of public authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Project Identification and Temporary Signs: Provide Project identification and other signs at locations indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  - 1. Provide temporary directional signs for construction personnel and visitors.
  - 2. Maintain signs so they are legible at all times.
- D. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Provide portable, UL-rated fire extinguishers with class and extinguishing agent as required by locations and classes of fire exposures.
  - 2. Prohibit smoking on Site.
  - 3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of public authorities having jurisdiction.
  - 4. Store combustible materials in approved safety containers and enclosures, away from building if possible.
  - 5. Develop and supervise overall fire-prevention and -protection program for personnel at Site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- E. Dust and Fume Control: Prevent dust, dirt, fumes, and odors from entering occupied areas.
  - 1. Provide and maintain floor-to-ceiling dustproof partitions to limit dust, dirt, fumes, and noise migration to occupied areas.
  - 2. Filter supply air or disconnect HVAC systems in or near Work area that service occupied areas.
- F. Noise Control: Perform Work in manner to minimize noise, during hours authorized by Owner's Representative.
- G. Existing Gutters:
  - 1. Verify that gutters and downspouts in or near Work area are open and free flowing prior to start of Work.
  - 2. Lawfully remove construction effluent from Site. Do not allow construction debris to flow into existing drains or sewer systems.
  - 3. Rout or replace clogged gutters or downspouts at completion of Work.
- H. Temporary Construction Protection:

1. Provide and secure temporary weathertight protection for in-progress exterior construction, as needed, including unfinished Work on walls and roofs.
2. Protect finished surfaces against damage. Minimize traffic on finished roof surfaces and do not use for material storage.

**END OF SECTION**

**SECTION 01 70 10**  
**EXECUTION OF WORK**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes: General administrative and procedural requirements governing execution of Work, including the following:
  - 1. Examination of existing conditions.
  - 2. Preparation.
  - 3. Removal of existing construction, including salvage and reuse of materials.
  - 4. Cutting and patching.
  - 5. Installation of Work.
  - 6. Protection of installed construction.
  - 7. Correction of Work.
  - 8. Progress cleaning.
  
- B. Cutting and patching includes the following:
  - 1. Removal and replacement of existing construction necessary to install Work or make several parts fit properly.
  - 2. Removal and replacement of Work
    - a. That is defective;
    - b. That does not conform to requirements of Contract Documents;
    - c. To provide for installation of ill-timed Work;
    - d. To alter Work; or
    - e. To allow observation of concealed Work.
  - 3. Removal of samples of installed Work for testing.

**1.2 PAYMENT**

- A. Pay for cutting and patching unless requested by Architect/Engineer for Work that is not defective or nonconforming.

**1.3 REFERENCES**

- A. Definitions:
  - 1. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
  - 2. Existing to remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
  - 3. Patching: Fitting and repair work required to restore construction to original condition after installation of other work.
  - 4. Remove: Detach items from existing construction and legally dispose of off-site, unless indicated to be removed and salvaged or removed and reinstalled.
  - 5. Remove and reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
  - 6. Remove and salvage: Detach items from existing construction and deliver to Owner ready for reuse.

## 1.4 SUBMITTALS

- A. Submit plan/procedures for protecting stored materials, installed work, building, and Site.
- B. Submit, prior to beginning Work, documentation of existing conditions, including finish surfaces, which might be misconstrued as damage caused by Work.

## 1.5 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/Engineer of locations and details of cutting and await directions from Architect/Engineer before proceeding. Shore, brace, and support structural element, as necessary, during cutting and patching. Do not cut and patch structural elements in manner that could change their load-carrying capacity or load-deflection ratio.
  - 2. Other Construction Elements: Do not cut and patch other construction elements or components in manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements might include the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Exterior curtain-wall construction.
    - d. Equipment supports.
  - 3. Visible Elements: Do not cut and patch exposed construction in a manner that results in visible evidence of cutting and patching or in a manner that would, in Architect/Engineer's opinion, reduce building's aesthetic qualities. Remove and replace construction that has been cut and patched in visually unsatisfactory manner.

## 1.6 PROJECT CONDITIONS

- A. Notify Architect/Engineer of discrepancies between Drawings and existing conditions before proceeding with Work.
- B. Assume responsibility for actual condition of existing construction.

## 1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during Contractor operations, by methods and with materials so as not to void existing warranties.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match adjacent surfaces to fullest extent possible.

- a. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide match acceptable to Architect/Engineer for visual and functional performance of in-place materials.
- B. Cleaning: Select cleaning materials, equipment, and methods to avoid scratching, marring, defacing, staining, or discoloring surfaces.
  - 1. Use cleaning materials and methods recommended by manufacturer of surface to be cleaned.
  - 2. Use cleaning materials on surfaces recommended by cleaning-material manufacturer.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION OF EXISTING CONDITIONS**

- A. Survey existing conditions and correlate with requirements indicated to determine extent of removal Work required.
  - 1. Inventory and record condition of items to be removed and salvaged or reinstalled.
- B. Document with photographs or video, or both, existing conditions of adjoining construction, including finish surfaces, which might be misconstrued as damage caused by demolition or other Work activities; existing conditions that are important to construction or that deviate substantially from Contract Documents; and significant conditions that will be concealed by Work.
- C. Examination and Acceptance of Conditions: Before proceeding with each component of 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. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Provide a written description of conditions detrimental to performance of the Work, including substrates and unacceptable installation tolerances, and recommend corrections.
  - 4. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- D. When unanticipated structural, electrical, or mechanical elements that conflict with intended function or design are encountered, investigate and measure nature and extent of conflict. Promptly submit written report to Architect/Engineer.
- E. Survey existing conditions as Work progresses to detect hazards resulting from construction.
- F. Provide access to Work areas and perform localized demolition as necessary for inspection of concealed underlying conditions by Architect/Engineer and Owner's Representative.

### **3.2 UTILITIES AND MECHANICAL AND ELECTRICAL SYSTEMS**

- A. Disconnect and seal or cap off indicated utility services and mechanical and electrical systems in Work areas.

- B. Where existing utility services or mechanical or electrical systems are required to be removed, relocated, or abandoned, bypass such services/systems before beginning Work to prevent interruption to occupied areas.

### 3.3 PREPARATION

- A. Field Measurements: Take field measurements as required to fit Work properly. Recheck measurements before installing each product. Where portions of 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.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of Contract Documents caused by differing field conditions outside of the control of the Contractor, submit a request for information to Architect/Engineer. Include a detailed description of the problem encountered, with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

### 3.4 PARTIAL REMOVAL

- A. Demolish and remove existing construction and installations only as necessary and required for proper installation of Work indicated on the Drawings and Specifications.
  - 1. Conduct removals carefully to avoid damaging existing construction and installations that will remain. Protect construction that will remain against damage and soiling. When permitted by Architect/Engineer, items may be removed to a suitable, protected storage location during removal Work and cleaned and reinstalled in original locations after removal operations are complete.
    - a. Neatly cut openings and holes plumb, square, and true to dimensions required.
    - b. Cut or drill from exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
    - c. Use cutting methods least likely to damage construction to remain.
    - d. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.
    - e. Temporarily cover openings to remain.
  - 2. Provide and maintain shoring, bracing, and structural supports, as required to preserve stability and prevent movement, settlement, or collapse of construction or finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 3. Remedy damage to existing construction and installations caused by Contractor operations.

### 3.5 CUTTING AND PATCHING

- A. General: Cut in-place construction to provide for installation of other components or performance of other construction and proceed with patching after construction operations requiring cutting are complete, as required to restore surfaces to their original condition.
  - 1. Employ skilled workers to perform cutting and patching.
  - 2. Proceed with cutting and patching at earliest feasible time and complete without delay.
  - 3. Provide temporary support of work to be cut.
  - 4. 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.
  - 5. Coordinate cutting and patching with use of and free passage to adjoining occupied areas.

- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, 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 exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using cutting machine, such as abrasive saw or diamond-core drill.
  - 4. Provide substrate suitable for installation of Work and patching.
  - 5. Notify Architect/Engineer and Owner's Representative immediately of damage to concealed elements, such as electrical conduits.
  
- 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 practicable. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in manner that will minimize evidence of patching and refinishing. Provide even surface of uniform finish, color, texture, and appearance.
  - 3. Where patching occurs in painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over patch, and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Patch exterior building enclosure components in manner that restores enclosure to weathertight condition.
  
- D. 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 INSTALLATION OF WORK**

- A. General: Locate Work and components of Work accurately, in correct alignment and elevation. Make vertical work plumb and make horizontal work level.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at 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 Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to 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.

- G. 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 the size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Allow for building movement, including thermal expansion and contraction.
  - 2. Coordinate the 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 Site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous. Provide adequate ventilation during use of volatile or noxious materials.

### **3.7 PROTECTION OF INSTALLED CONSTRUCTION**

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

### **3.8 CORRECTION OF WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their condition prior to construction.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

### **3.9 PROGRESS CLEANING**

- A. General: Clean Site and Work areas daily, including common areas. Enforce requirements strictly. Separate materials per disposal requirements and dispose of legally.
  - 1. Provide containers for waste materials, debris, and rubbish.
  - 2. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 3. Collect hazardous and unsanitary waste materials and debris in separate containers from other waste. Use containers intended for holding waste materials of type to be stored and mark containers appropriately. Remove from Site daily and dispose of legally.
  - 4. Do not bury or burn waste materials, debris, or rubbish on-site. Do not discharge or wash waste materials, debris, or rubbish down sewers or into waterways.

- B. Site: Maintain Site and surrounding areas free of waste materials, debris, and rubbish from construction operations and personnel.
- C. Work Areas: Clean areas where Work is in progress to level of cleanliness necessary for proper execution of Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of Work, broom-clean or vacuum entire work area or dampen 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 space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at the time of Substantial Completion.
- G. Handle waste materials, debris, and rubbish in a controlled manner with as few handlings as possible. Do not throw from heights.

**END OF SECTION**

## SECTION 01 70 20

### PROJECT CLOSEOUT

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for contract closeout, including final cleaning; Substantial Completion and final completion procedures; and project record documents.
- B. Related Sections:
  - 1. Divisions 02 through 08 sections for special cleaning and specific closeout requirements for Work in those sections.

##### 1.2 SUBMITTALS

- A. Warranties:
  - 1. Organize warranty documents into orderly sequence based on table of contents of Project Manual.
    - a. Bind warranties in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
    - b. Scan warranties and assemble the complete warranty submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide a table of contents at the beginning of the document.
  - 2. Submit one set of binders and one scanned copy of warranty package.
  - 3. Provide additional copies of each warranty to include in maintenance manual.
- B. Product Maintenance Manual:
  - 1. Assemble complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated in the Work. Include maintenance data required in individual Specification sections, for each product and system and the following:
    - a. Manufacturer's address and product information, cross-referenced to Specification section number and title.
      - 1) Include project-specific product details, such as color, pattern, texture, and material and chemical composition.
      - 2) Include re-ordering information for specially manufactured products.
      - 3) For manufacturers' standard printed data, include only sheets pertinent to product installed. Mark each sheet to identify each product incorporated into the Work. If data include more than one item, identify each item using appropriate references from Specification sections. Identify data applicable to the Work and delete references to information not applicable.
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance and service schedules for preventive and routine maintenance.
    - d. Maintenance procedures, and maintenance materials and sources.
    - e. Maintenance record forms.
    - f. Copies of maintenance service agreements and warranties.
  - 2. Organize into suitable sets of manageable size, with a separate section for each product, material, and finish.

- a. Bind and index data in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, sized to receive 8-1/2-by-11-inch paper and in thickness necessary to accommodate contents, with pockets inside covers to receive folded oversized sheets..
  - b. Provide heavy, paper dividers with plastic-covered tabs for each separate product. Mark tab to identify product or installation.
  - c. Identify each binder on front and spine with typed or printed title "PRODUCT MAINTENANCE MANUAL," Project name, and subject matter of contents.
  - d. Scan the maintenance manual and assemble the complete maintenance submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide a table of contents at the beginning of the document.
3. Submit one set of binders and one scanned copy of maintenance manual package.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of 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: Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Return adjacent surfaces and areas to condition existing before Work began.
  1. Remove tools, construction equipment, machinery, and surplus material from Site.
  2. Clean Site, yard, and grounds, including landscaped areas, of rubbish, waste materials, litter, and other foreign substances.
    - a. Broom clean paved areas. Remove petrochemical spills, stains, and other foreign deposits.
    - b. Rake grounds that are neither planted nor paved to smooth, even-textured surface.
  3. Clean exposed exterior and interior hard-surfaced finishes to dirt-free condition, free of stains, films, and similar foreign substances. Polish surfaces to achieve specified finish. Avoid disturbing natural weathering of exterior surfaces.
    - a. Touchup and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that show evidence of repair or restoration.
      - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
  4. Clean and restore transparent and reflective surfaces, such as mirrors and glass in doors and windows, to their original condition. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  5. Remove labels that are not permanent.
  6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

7. Sweep floors broom clean. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
8. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove paint and mortar droppings and other foreign substances.
9. Leave Project clean and ready for occupancy.

### **3.2 SUBSTANTIAL COMPLETION**

- A. Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  1. Prepare punch list, value of items on list, and reasons why Work is not complete.
  2. Deliver tools, spare parts, extra materials, and similar items to location designated by the Owner's Representative. Label with manufacturer's name and model number where applicable.
  3. Terminate and remove temporary facilities from Site, along with mockups, construction tools, and similar elements.
  4. Complete final cleaning requirements, including touchup painting.
  5. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

### **3.3 FINAL COMPLETION**

- A. Before requesting final inspection for determining final completion, complete the following:
  1. Submit copy of Architect/Engineer's Substantial Completion inspection punch list, endorsed and dated by Architect/Engineer, with statement that items on punch list have been completed or otherwise acceptably resolved.
  2. Instruct Owner's personnel in maintenance of products installed.
- B. Request final inspection. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements.
  1. Request re-inspection when Work identified in previous inspections as incomplete is completed or corrected.

### **3.4 PROJECT RECORD DOCUMENTS**

- A. During Work, maintain one set of prints of Drawings and reviewed shop drawings, Specifications, and product data for recording deviations of as-built construction from design information. Include addenda and Contract modifications.
  1. Accurately document and record changes and modifications as soon as possible after they occur, in understandable manner.
  2. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Record and check markup before enclosing concealed installations.
  3. Include:
    - a. Dimensional changes.
    - b. Revisions to Drawing details and details not on Drawings.
    - c. Changes made by Change Order or Architect/Engineer's written orders. Note Change Order numbers or similar identification.
    - d. Field records for variable and concealed conditions.
    - e. Record information on Work that is shown only schematically or omitted from Drawings.
    - f. Actual products and materials used.

- 1) Include product data, specifically marked for Project, and cross-referenced to Specifications, Drawings, and Change Orders.
  - 2) Include names of manufacturer and Installer, and other information necessary to provide record of selections made.
  - 3) Include significant changes in product delivered to Site and changes in manufacturer's written instructions for installation.
  4. Mark record document most capable of showing actual physical conditions completely and accurately. Cross-reference on other record documents.
  5. Mark record documents with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of Work at the same location.
- B. Store Record Documents and samples in field office apart from Contract Documents used for construction. Do not use Record Documents for construction purposes. Maintain Record Documents in good order and in clean, dry, legible condition, protected from deterioration and loss. Provide access to Record Documents for Architect/Engineer's reference during normal working hours.

**END OF SECTION**

**SECTION 07 56 00**  
**LIQUID-APPLIED ROOFING**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. Section Includes: Surface preparation, supply, and installation of a liquid applied roof coating over existing metal roof panels.

**1.2 REFERENCES**

- A. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TGFU R1306).
- B. ASTM International (ASTM) – Annual Book of ASTM Standards.
  - 1. ASTM D 1079 – Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials.
  - 2. ASTM D 1653 - Standard Test Methods for Water Vapor Transmission of Organic Coating Films.
  - 3. ASTM D 6083 - Standard Specification for Liquid Applied Acrylic Coating Used in Roofing
  - 4. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials.
  - 5. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- C. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- D. National Roofing Contractors Association (NRCA).

**1.3 DEFINITIONS**

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

**1.4 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate Work to ensure that new insulation and roofing materials and building interior are kept continuously dry; that continuous, watertight, new roofing system is provided; and that adjacent areas are not adversely affected. Coordinate:
  - 1. With Owner’s Representative.
  - 2. With other trades:
    - a. To ensure that work done by other trades is complete and ready for roofing Work.
    - b. To avoid or minimize work on, or in immediate vicinity of, roofing Work in progress.
    - c. To ensure that subsequent work will not adversely affect completed roofing.
- B. Pre-installation Meeting:

3. Conduct meeting at Site.
4. Review requirements for roofing system, including:
  - a. Construction schedule.
  - b. Availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - c. Site use, access, staging, and set-up location limitations.
  - d. Forecast weather conditions.
  - e. Surface preparation and substrate condition and pretreatment.
  - f. Installation procedures.
  - g. Base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  - h. Testing and inspection requirements.
  - i. Temporary protection and repair of roofing system.
  - j. Structural loading limitations of roof deck.
  - k. Governing regulations and requirements for insurance and certificates.
5. Contractor's Site superintendent, roofing-system manufacturer's technical representative, roofing Installer's foreperson, Owner's Representative, Architect/Engineer, and testing agency representative shall attend.

## 1.5 SUBMITTALS

- A. Product Data: Roofing-system manufacturer's literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and application instructions.
  1. For membrane and base flashing materials, and bonding and cold, fluid-applied adhesives, primer, seaming material, lap sealant, water-cutoff mastic, walkways, and fasteners.
  2. Include temperature ranges for storage and application of materials, and special cold-weather application requirements or limitations.
  3. Include Safety Data Sheets (SDS) for information only; safety restrictions are sole responsibility of Contractor.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work; for details and fabrications not shown on Drawings.
  1. Membrane terminations and base flashings. Draw to scale.
  2. Tapered insulation, including slopes.
  3. Crickets, saddles, and tapered edge strips, including slopes.
  4. Insulation fastening patterns.
  5. Proposed temporary, watertight, tie-off details for each substrate type.
- C. Manufacturer Certificate: Signed by roofing-system manufacturer, certifying that roofing system complies with specified requirements.
  1. Written approval by roofing-system manufacturer for use and performance of membrane over specified board insulation, including that materials supplied for Project comply with requirements of cited ASTM standards. Approval should also indicate materials are suitable for ASTM E108, Class 1A roof and meet specified wind uplift classification.
  2. Submit evidence that roofing system meets requirements.
- D. Installer Qualifications:
  1. Certification signed by roofing-system manufacturer, certifying that Installer complies with manufacturer's requirements to install specified, warranted, roofing system.

2. Evidence that Installer's *existing company* has minimum five years of continuous experience in similar roofing work; list of at least five representative, successfully-completed projects of similar scope and size, including:
  - a. Project name.
  - b. Owner's name.
  - c. Owner's Representative name, address, and telephone number.
  - d. Description of work.
  - e. Coating materials used.
  - f. Project supervisor.
  - g. Total cost of roofing work and total cost of project.
  - h. Completion date.
- E. Sample Warranty: Copy of roofing-system manufacturer's warranty, stating obligations, remedies, limitations, and exclusions. Submitted with bid.
- F. Following completion of the Work:
  1. Roofing-system manufacturer's inspection report of completed roofing installation.
  2. Completed warranty from roofing-system manufacturer.
  3. Completed warranty from Installer.
  4. Maintenance program recommended for roofing system.

## 1.6 REGULATORY REQUIREMENTS

- A. Work shall be performed in a safe, professional manner, conforming to federal, state and local codes.
- B. UL Listing: Provide coating and component materials which have been evaluated by Underwriters Laboratories for flame-spread, and are listed in the "Underwriters Laboratory Roofing Materials and Systems Directory" for Class A construction over existing metal or other non-combustible roofing (Flame-spread shall pass ASTM E-108 and/or UL 790). Provide roof covering materials bearing UL approval marking on the container. This indicates that the material has been subjected to UL's examination, test procedures and follow-up inspection service.

## 1.7 DELIVERY, STORAGE & HANDLING

- A. Deliver, store, and handle materials according to manufacturer's recommendations and in such a manner as to prevent damage to materials or structure.
- B. Deliver materials to Site in original containers and packaging with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing and mixing with other components.
- C. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, or installation. Reject and remove from Site new materials which exhibit evidence of moisture during application or which have been exposed to moisture.
- D. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Use canvas tarps for protection of moisture-sensitive roofing materials. Protect

stored materials from direct sunlight. Manufacturer's standard packaging and covering are not considered adequate weather protection.

1. Manufacturer transportation wrap will not be accepted as protection for stored materials.
- E. Store rolled materials on ends only, unless otherwise required by manufacturer's written instructions. Discard rolls that have been flattened, creased, or otherwise damaged.
- F. Do not store materials at locations where new roofing materials have been installed.
- G. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.
- H. Conspicuously mark damaged containers, containers with contaminated materials, or wet or damaged materials, and remove from Site as soon as possible.
- I. Remove and replace materials that cannot be applied within stated shelf life.

## **1.8 PROJECT CONDITIONS**

- A. Verify existing dimensions and details prior to start of roofing Work. Notify Architect/Engineer of conditions found to be different than those indicated in the Contract Documents. Architect/Engineer will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Protect existing roofing from damage from construction activities. Repair damage to existing roofing from construction activities that result in leakage.
- D. Ensure that gutters and downspouts are operational at the end of each workday or if precipitation is forecast.
- E. Environmental Limitations: Install roofing when existing and forecast weather conditions permit roofing system to be installed according to roofing-system manufacturer's written instructions and warranty requirements.
  1. Apply roofing when substrate temperature is falling, and when substrate and ambient temperatures are within range recommended by roofing-system manufacturer.
  2. Do not proceed with installation during inclement weather except for temporary work necessary to protect building interior and installed materials. Remove temporary work and Work that becomes moisture damaged.
- F. Handle and install materials in strict accordance with safety requirements required by roofing-system manufacturer; Safety Data Sheets (SDS); and local, state, and federal rules and regulations. Maintain Safety Data Sheets (SDS) with materials in storage area and available for ready reference on Site.
- G. Maintain adequate ventilation during preparation and application of roofing materials.

## **1.9 CHANGES IN WORK**

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may

consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.

1. Notify Architect/Engineer of conditions that may interfere with the proper execution of the Work or jeopardize the performance of the Work prior to proceeding with the Work.

## 1.10 WARRANTY

- A. No Dollar Limit (NDL) Roof Guarantee: Manufacturers standard form, without money limitation, in which manufacturer agrees to repair leaks through the coating products on the roof caused by manufacturing defects, natural deterioration of, or workmanship in applying, the roof coating system.
  1. Warranty Duration:
    - a. Fifteen (15) Years Labor and Material
- B. Roofing Installer's Warranty:
  1. Completed warranty form at the end of the Section, signed by Installer, including:
    - a. Repair or replace components of roofing system that do not comply with requirements; that do not remain watertight; that fail in adhesion, cohesion, or general durability; or that deteriorate in a manner not clearly specified by submitted roofing-system manufacturer's data as an inherent quality of the material for the application indicated. Warranty includes defects such as blisters, ridging, and excessive surfacing loss.
    - b. Labor and materials to perform warranty Work.
  2. Warranty Duration:
    - a. Two (2) years from date of completion of roofing system.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURER

- A. GAF Commercial Roofing Products
  1. Substitutions: Not permitted

### 2.2 COATINGS

- A. Field of roof: two layers of HydroStop Premium Top Coat

### 2.3 FLASHINGS, FABRIC, AND BULKING AGENTS

- A. Flashing grade sealant: HydroStop Premium Coat Butter Grade Flashing:
  1. Application Rate: 2.0 gal per 200 linear feet with a 6 inch width, 2 coats typically required.
  2. Application Method: Putty knife, spatula and stiff bristle brush.
  3. Application Temperature (ambient): Follow manufacturer requirements
- B. Reinforcing Fabric: HydroStop PremiumCoat Fabric, 6” and 12” widths
- C. Seam Tape: United Coatings UniTape Seam Tape

- D. Gun Grade Sealant:
  - 1. FlexSeal Caulk Grade Sealant by GAF.

## 2.4 PRIMERS AND SEALANTS

- A. Rust Inhibitive Primer: StableRust Primer
  - 1. Application Rate: 0.33 – 0.50 gal per 100 ft<sup>2</sup> (1.34 – 2.04 L/10 m<sup>2</sup>).
  - 2. Application Method: Brush, roller or sprayer.
  - 3. Application Temperature (air, surface): 50°F (10°C) – 110°F (43°C).
  - 4. Dry Time: (to touch) 20-30 minutes at 75°F (24° C), 50% relative humidity; to coat: 1 hour at 75°F (24°C), 50% relative humidity.

## 2.5 AUXILIARY MATERIALS

- A. Fasteners:
  - 1. Replacement fasteners: #14 x 2" #14 Type 17 Metal Roofing Screw with EPDM rubber grommet and steel washer.
- B. Replacement Panels:
  - 1. Galvanized steel “R” panel metal roofing panels.
    - a. Thickness: 24 gauge
- C. Fascia Metal:
  - 1. Prepainted, Metallic-Coated, Steel Sheet: ASTM A755/A755M, metallic coated by hot-dip process and prepainted by coil-coating process; 24 gage.
    - a. Zinc-coated (galvanized), Steel Sheet: ASTM A653, G90 coating designation; structural quality.
    - b. Exposed, Coil-coated Finishes:
      - 1) High-performance-organic finish: Two coat thermocured system containing not less than 70 percent polyvinylidene fluoride resin by weight.
- D. End Closures:
  - 1. 1-inch-wide polyethylene foam strips that match contour of roofing panels.
  - 2. Submit product information.
- E. Pipe Boots:
  - 1. EPDM pipe boots with aluminum base that conforms to roofing panel profile.

## 2.6 EQUIPMENT

- A. Airless Sprayer and Accessories: As recommended by Manufacturer’s Technical Services.

## PART 3 – EXECUTION

### 3.1 SUBSTRATE CONDITIONS

- A. Examine substrates and conditions, with Installer and roofing-system manufacturer’s representative for compliance with requirements and for other conditions affecting performance of roofing system.
  - 1. Ensure that work done by other trades is complete and ready for roofing Work, including:

- a. Roof openings and penetrations are in place and set and braced, and roof drains are securely clamped in place.
2. Verify that areas and conditions under which roofing Work is to be performed permit proper and timely completion of Work.
3. Notify Architect/Engineer in writing of conditions which may adversely affect installation or performance of roof system and recommend corrections.
4. Do not proceed with roofing Work until adverse conditions have been corrected and reviewed by Architect/Engineer.
5. Commencing roofing Work constitutes acceptance of Work surfaces and conditions.

### 3.2 PREPARATION OF SUBSTRATE

- A. Preparation of the Roof substrate is the responsibility of the Installer. Installer shall address and correct all of the conditions listed in this section. Examine substrates to receive new roofing. Do not proceed with installation of the coating until unsatisfactory conditions have been corrected in a manner acceptable to the manufacturer.
- B. Installation of sheet metal crickets: Sheet metal crickets shall be installed according to manufacturer's specifications [minimum 26 gauge on the high side of all curb units. Vertical ribs shall be cut a minimum of 2 inches from the cricket to allow both the cricket flanges to mount flush to the metal panel and facilitate water drainage. Cut vertical ribs shall then be treated in the same fashion as a void larger than a 1/4 inch. New crickets shall be "sealed" by placing a continuous bead of sealant under the flanges before they are mechanically attached to the curb unit and metal roof panel. Then, the cricket flanges shall be stitch-screwed to the curb unit and metal roof panel while the sealant is still wet using fasteners. This procedure shall apply to installation of all new crickets.
  1. Raising of rooftop equipment as needed to achieve proper clearance shall be included in the base bid.
- C. Repair of Dented / Damaged Panels: Installer shall repair dented and/or damaged metal roof panels. Dents shall be mechanically removed to the maximum extent possible. If ribs are broken, Installer shall cover the broken rib area with a sheet metal cap.
- D. Replacement of Fasteners: All fasteners shall be replaced. All fasteners shall be replaced with larger diameter fasteners. All missing fasteners shall be replaced with new.
- E. Thorough Cleaning / Removal of Existing Paints and Coatings: Metal substrate shall be pressure-washed with water. A minimum working pressure of 3,000 psi (20 MPa) shall be used to remove all delaminating paint and coatings dirt, dust, and waste products (oil, oil-based roof cements, solvents, grease, animal fats, etc.). All existing silicone-based sealants shall be completely removed from roof substrate prior to application of coating system.
- F. Treatment of Rust Areas: Remove all loose, flaking or powdery rust by wire brushing if it has not been removed during the pressure washing. Use appropriate primer prior to coating. Roof panels which are corroded to the point where holes are present shall be replaced.
- G. Neoprene Pipe Boots: Complete installation of flexible boots prior to flashing work being performed for certain types of pipe penetrations. Boots shall first be sealed to the roof using a bead of sealant prior to mechanical attachment with fasteners.

### 3.3 FLASHING APPLICATION

- A. All flashing details, penetrations and curbs shall be 3-course flashed with either 6 inches or 12 inches fabric reinforcement embedded in flashing grade sealant in accordance with Detail Drawings. Flashing shall be feathered at the edges.
- B. Curb Flashings: All curb flashings, including cricket details, shall be flashed with at least a 12 inches (305 mm) width of reinforcing fabric and flashing grade sealant. Encapsulate all fasteners using flashing grade sealant. Reinforcing fabric shall be cut around all fasteners so the fabric lies flat.
- C. Penetrations: Flashing grade sealant shall be applied around the base of all penetrations, extending at least 6 inches (152 mm) onto the vertical and 6 inches (152 mm) onto the base. Embed a 12 inches (305 mm) width of fabric reinforcement using additional flashing grade sealant.
- D. Gutters: Trowel or brush apply sealant to gutters incorporating 6 inches fabric reinforcement at all gutter seams. Gutter shall be completely clean and dry before applying sealant.

### 3.4 FIELD OF ROOF APPLICATION AND RATES

- A. Preparation
  1. Before applying the coating system, an adhesion test is required to ensure an adhesion minimum of 2.0 PLI.
  2. Replace all existing panel and ridge fasteners.
  3. Pressure wash roof to ensure it is free of dirt, debris, oil, and other contaminants that could negatively affect adhesion. Use cleaners as recommended by manufacturer. Allow the roof to completely dry.
  4. Treat Seams:
    - a. Horizontal seams: are to be 3-coursed with flashing grade sealant at a rate of 2.0 gal per 100 ft<sup>2</sup> embed fabric, and apply flashing grade sealant at a rate of 2.0 gal per 100 ft<sup>2</sup>.
    - b. Vertical seams: All seams require treatment with 2.0 gal per 100 ft<sup>2</sup> of flashing grade sealant.
  5. Prime surface with appropriate rust inhibitive primer.
  6. Encapsulate exposed fasteners with flashing grade sealant and Fabric.
  7. Apply base layer of coating at a rate of 1.0 gal per 100 ft<sup>2</sup> . Allow at least 24 hours drying time, and then inspect for defects, flaws or areas of insufficient coverage. Correct any unsatisfactory conditions.
  8. Apply top layer of coating at a rate of 1.0 gal per 100 ft<sup>2</sup> . Allow at least 24 hours drying time, and then inspect for defects, flaws or areas of insufficient coverage. Correct any unsatisfactory conditions.
  9. System dry film thickness shall total approximately 17 mils in the field of the roof.

### 3.5 FIELD QUALITY CONTROL

- A. Architect/Engineer will inspect roofing system at various stages of construction and at completion.
- B. Final Roof Inspection: Arrange for roofing-system manufacturer's technical representative to inspect roofing installation on completion and submit report to Architect/Engineer. Notify

Architect/Engineer and Owner's Representative 48 hours in advance of date and time of inspection.

- C. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, and describe nature and extent of deterioration and damage in written report, with copies to Architect/Engineer and Owner's Representative.
- D. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional Work with specified requirements.

### **3.6 CLEANING**

- A. At the end of each workday, clean Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- B. After completing roofing Work:
  - 1. Clean spillage and soiling from adjacent surfaces using cleaning agents and procedures recommended by manufacturer of affected surface. Exercise care to avoid scratching or damage to surfaces.
  - 2. Repair surfaces stained, marred, or otherwise damaged during roofing Work.
  - 3. Clean up debris and surplus materials and remove from Site.
- C. Waste Management:
  - 1. Collect surplus roofing materials that cannot be reused and deliver to recycling or disposal facility.
  - 2. Treat materials that cannot be reused as hazardous waste and dispose of in an appropriate manner

**END OF SECTION**