



HURST-ROSCHE, INC.

PROJECT MANUAL FOR

FLOOR TILE REPLACEMENT
BECKEMEYER AND COFFEEN ELEMENTARY
SCHOOLS
HILLSBORO C.U.S.D. NO. 3
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS
HR # 150-0470

Prepared for

Hillsboro C.U.S.D. No. 3
1311 Vandalia Road
Hillsboro, Montgomery County, Illinois

FEBRUARY 17, 2020

Bid Package No. _____

HURST – ROSCHE INC.

1400 E. Tremont Street

Hillsboro, Illinois 62049

217 / 532-3959

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HILLSBORO C.U.S.D. NO. 3
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Michael E. Embury IDPH License 100-10660

DOCUMENT 001116 - INVITATION TO BID

Project: **FLOOR TILE REPLACEMENT
BECKEMEYER AND COFFEEN ELEMENTARY SCHOOLS
HILLSBORO C.U.S.D. NO. 3
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS
HR # 150-0470**

Owner: **HILLSBORO C.U.S.D. NO. 3
1311 VANDALIA ROAD
HILLSBORO, ILLINOIS 62049**

Architect/Engineer: **HURST-ROSCHE, INC.
1400 E. TREMONT ST.
HILLSBORO, ILLINOIS 62049**

Date: **February 17, 2020**

The Owner will receive Bids until 2:00 PM local prevailing time on Wednesday, the 4th day of March, 2020, at Hillsboro C.U.S.D. No. 3 Unit Office, 1311 Vandalia Road, Hillsboro, Illinois for the following work:

Scope of Work:

Project consists of abatement of approximately 17,000 square feet of asbestos containing floor tile and / or mastic utilizing infrared heat methods. Work also consists of the removal of associated base material.

A Pre-bid Meeting will be held on Monday, the 24th day of February, 2020, at 10:00 AM, prevailing time, at Hillsboro C.U.S.D. No. 3 Unit Office, 1311 Vandalia Road, Hillsboro, Illinois.

Drawings and specifications may be obtained at the office of Hurst-Rosche, Inc., 1400 E. Tremont St., Hillsboro, Illinois, after February 17, 2020, by paying a non-refundable amount of \$20.00 (\$25.00 if mailed) for each set of drawings and specifications.

Bidding Documents, Drawings and Specifications, may be examined by prospective bidders and material suppliers at the offices of Hurst-Rosche, Inc., 1400 E. Tremont St., Hillsboro, Illinois, and the following Plan Rooms:

Central Illinois Plan Room, 1620 S. 5th Street, Springfield, IL 62703
Greater Peoria Contractors & Suppliers Association, 1811 West Altorfer Drive, Peoria, IL 61615
McGraw Hill Construction, www.dodgeprojects.construction.com
Southern Illinois Builders Association, 1468 Green Mount Road, O'Fallon, IL 62269

Drawings and specifications will be available for viewing on the internet at: www.hurst-rosche.com. The documents are being provided for reference purposes only. Bidders are encouraged to obtain a signed and sealed hard copy set of the bidding documents. At a minimum, bidders must obtain clean copies of bid forms from the offices of Hurst-Rosche Inc. by paying a non-refundable amount of \$10.00 to submit a bid

for this project.

The Owner requires the project to be substantially complete by July 24, 2020.

Bidders will be required to provide Bid security of a sum no less than 10 percent of the Bid Sum. The bid security shall be either certified check, cashier's check, bank money order or bid bond issued by surety licensed to conduct business in the State of Illinois. Hereinafter this bid security shall be referred to as the bid bond.

Submit two copies of your Bid on the Bid Form provided. Bidders may supplement this form as appropriate.

Your Bid will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.

The Owner reserves the right to accept or reject any or all Bids or any part thereof, to waive any informality in bidding, and to accept bids deemed most favorable to the Owner.

HILLSBORO C.U.S.D. NO. 3

MR. DAVID POWELL, SUPERINTENDENT

END OF DOCUMENT

DOCUMENT 002114 - INSTRUCTIONS TO BIDDERS - AIA

1.1 SUMMARY

- A. Document Includes:
 - 1. Instructions to Bidders.
 - 2. Site examination.
 - 3. Prebid conference.

- B. Related Documents:
 - 1. Document 001116 - Invitation To Bid.
 - 2. Document 004113 - Bid Form - Stipulated Sum.
 - 3. Document 007214 - General Conditions – AIA Stipulated Sum.
 - 4. Document 007313 - Supplementary Conditions – AIA.

1.2 INSTRUCTIONS TO BIDDERS

- A. These Instructions to Bidders amend or supplement AIA Document A701-1997 - Instructions to Bidders and other provisions of Bidding Documents and Contract Documents.

- B. To be considered all bids must in accordance with these Instructions to Bidders.

- C. Bidders are encouraged to obtain a signed and sealed hard copy set of the bidding documents by paying a non-refundable amount of \$20.00 (\$25.00 if mailed). At a minimum, bidders must obtain clean copies of bid forms by paying a non-refundable amount of \$10.00 to submit a bid for this project.

1.3 SITE EXAMINATION

- A. Bidders shall carefully examine documents and construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining site and these documents.

- B. Contact Mr. Fred Butler at the following phone number to arrange date and time to visit Project site:
 - 1. Telephone: (217) 254-8723.

- C. A visit to Project site has been arranged for Bidders following the Pre-Bid Meeting at 10:00 AM on February 24, 2020.

1.4 THE SCHEDULE FOR BIDDING THIS PROJECT IS AS FOLLOWS

- A. **Plans Available:** February 17, 2020
- B. **Pre-Bid Meeting:** February 24, 2020
10:00 AM
1311 Vandalia Rd.
Hillsboro, IL 62049
- C. **Latest Time to Submit Request for Interpretation:** February 26, 2020
- D. **Latest Time to Issue an Addendum:** February 28, 2020
- E. **Bid Opening** March 4, 2020
2:00 PM
1311 Vandalia Rd.
Hillsboro, IL 62049

F. All requests for interpretations shall be in writing via mail or e-mail addressed to the Architect/Engineer and must be received six (6) calendar days prior to date fixed for opening of bids in order to be given consideration. All questions must be submitted on the "Request for Interpretation Pre-Bid Question and Comment Form" included at the end of this section, and questions not submitted in accordance with this form and specified time frame will not be accepted. Any and all interpretations and supplemental instructions will be made by addendum to the Drawings and Specifications and forwarded to all bidders either by mail or e-mail transmittal. All responses by the Architect/Engineer must be in writing to be binding. Any response general in nature or affecting these Instructions to Bidders shall be sent via addendum as previously described. All bidders are required to return the signature page of the addendum signed to the Architect within 24 hours after receipt. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from an obligation under the bid as submitted. All addenda so issued shall become part of the Contract Documents. No addendum will be issued later than five (5) calendar days prior to bid date except one withdrawing the request for Bids or one postponing date for receiving Bids. Oral interpretations, changes or corrections will not be binding and Bidders shall not rely upon such interpretations, changes and corrections. Each Bidder shall ascertain prior to submitting Bid that all addenda issued have been received and shall acknowledge receipt in Bid.

Questions shall be directed to:
e-mail: tdownen@hurst-rosche.com

G. Bids shall be made on unaltered Bid Forms furnished by the Architect. Fill in all blank spaces and submit two (2) copies. Bids shall be signed with name typed below signature. Where bidder is a corporation, bids must be signed with legal name of corporation followed by name of state of incorporation and legal signature of an officer authorized to bind the corporation to a contract.

- H. Each bidder shall designate on the attached bid form one person who shall serve as the bidder's contact person for all matters pertaining to the bid. In absence of such designation, the person who signs the bid shall be deemed the bidder contact.
- I. For those projects which are bid on a unit price basis, in the event in which a bidder does not fill out the extension of the unit price, or a math error has occurred in calculation, the unit prices listed shall govern.
- J. Each bid shall be accompanied by bid bond made payable to the Owner, in the amount of ten percent (10%) of the bid sum. Security shall be either certified check, cashier's check, bank money order or bid bond issued by surety licensed to conduct business in the State of Illinois. Successful bidder's security will be retained until he has signed the contract and furnished required payment and performance bonds. Owner reserves the right to retain security of the next two (2) lowest bidders until the lowest bidder enters into contract or until thirty (30) days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable. If any bidder refuses to enter into a contract, Owner will retain bid security as liquidated damages, but not as a penalty.
- K. All costs associated with the preparation and submission of a bid are the sole responsibility of the bidder. These costs shall not be chargeable to the Owner by any successful or unsuccessful bidder. All bids become the property of the Owner and shall not be returned except in the case of a late submission.
- L. Simultaneously, with delivery of the executed contract, the successful bidder, at its own expense, shall furnish surety in the form of a performance bond and a labor and material payment bond in the amount of one hundred percent (100%) of the contract amount. Surety for such bonds shall be a company duly authorized and licensed in the State of Illinois and acceptable to the Owner. The Attorney-In-Fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- M. All copies of the bid, bid security and any other documents required to be submitted with bid shall be enclosed in a sealed opaque envelope. Envelope shall be addressed to **Hillsboro C.U.S.D. No. 3, Unit Office, 1311 Vandalia Rd., Hillsboro, Illinois 62049**, and shall be identified with project name, bidder's name and address. Mailed bid envelopes shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration. Bids shall be deposited at the location designated in the Invitation to Bid prior to time and date designated for opening, or any extension thereof made by addendum. Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids. Bids received after time and date for receipt of bids will be returned unopened.
- N. A bid may not be modified, withdrawn or canceled during the thirty (30) days immediately following bid opening, and each bidder so agrees in submitting his Bid. Any bidder may withdraw, cancel or modify its bid, at any time prior to scheduled time for opening of bids, by letter or telegram actually received by Owner prior to bid time, or, with proper identification, by personally securing bid submitted; if by telegram, written confirmation over signature of bidder shall be mailed and postmarked on or before date

and time of bid opening. Withdrawn bids may be resubmitted up to bid opening time provided that they are in full compliance with these Instructions to Bidders.

O. Protests

1. Any bidder who submitted a bid and believes the bid was improperly rejected or that the bid selected by the Owner is not in the best interest of the Owner may submit a written notice of intent to protest the bid to the Owner within seven (7) days. The Owner shall consider all protests before execution of a contract. Each protest must specify the reasons supporting the protest. The Owner may require that additional information be provided. Failure to supply such required information shall be cause for dismissal of the protest.
2. The Owner shall immediately investigate the allegations against the Owners actions and shall issue a written response to the protest.
3. This provision allowing for the submission of protest shall not confer any right on any bidder but is intended solely to assist the Owner in determining the best responsible bid.

P. Any complaint or protest of the bidding procedure must be filed by the bidder to the Owner. Within 7 days of bid opening the bidder shall notify the Owner in writing of his intent to protest bidding. The bidder shall perfect this notice of intent within 7 days.

Q. Owner reserves right to disqualify bids and bidders, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon part of bidder, lack of responsibility as evidenced by poor workmanship and progress of past work, incomplete work which, in judgment of Owner, might hinder or prevent prompt completion of additional work if awarded, for being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract.

R. Bidder's attention is directed to the fact that all Federal and Illinois State Laws, municipal ordinances and regulations of any and all authority having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Successful Bidders shall be required to comply with 775 ILCS 10 concerning equal employment opportunities; comply with 30 ILCS 570 concerning the employment of citizens of the State of Illinois; comply with 820 ILCS 265 concerning substance abuse prevention on public works projects; and comply with 820 ILCS 130 concerning prevailing wages.

S. Any successful bidder that is a corporation organized in a state other than Illinois shall furnish to the Owner, upon request, a properly certified copy of its current Certificate of Authority to do business in the State of Illinois, such certificate is to remain on file with the Owner.

T. Any successful bidder that is a corporation organized in the State of Illinois shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate is to remain on file with the Owner.

U. Owner is exempt from payment of Federal & Illinois Department of Revenue's Use and Sales Tax on material entering permanently into structure. Retail sales tax shall not be included in the bid amount.

- V. Bids will be opened as announced in Invitation for Bids.
- W. Owner reserves the right to reject any or all bids or any part thereof, to waive any informalities in bidding and to accept bids deemed most favorable to the Owner.
- X. Notwithstanding any delay in preparation and execution of the formal Contract Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within ten (10) days following receipt of official written Notice to Proceed, or on date stipulated in such notice.
- Y. Any work in providing or preparing to provide the services specified herein that is commenced by the successful bidder prior to execution of a written contract agreement shall be at the bidder's expense.
- Z. Accepted bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and, within fifteen (15) days following its presentation, shall execute same and return it to Owner.
- AA. The Owner requires the project to be substantially complete by July 24, 2020.

1.5 REQUIRED CONTRACTOR/SUBCONTRACTOR BACKGROUND SCREENING

- A. Hillsboro C.U.S.D. No. 3 requires background screening to be completed on all contractor/subcontractor employees. All employees must have documentation that a background screening has been completed on them prior to working on any district projects. All costs associated with the background screening are to be the responsibility of the contractor. The background screening must be conducted by a company acceptable to the Hillsboro C.U.S.D. No. 3
- B. All contractor/subcontractor employees working on the school grounds of Hillsboro C.U.S.D. No. 3 are required to submit to background screening. Each employee must complete, sign, and date the Consent and Waiver Release form. These forms will be submitted and the applicant cleared before the applicant may work on any part of the school grounds.
- C. The contractor is responsible for submitting the forms to a company acceptable to the Hillsboro C.U.S.D. No. 3, and for any costs involved in the screening. All information received as a result of a background check will be strictly confidential. A notice of automatic disqualification will be sent to the hiring or using entity. After the screenings, the contractor is also responsible for sending Hillsboro C.U.S.D. No. 3 copies of approved background checks for their records.

END OF DOCUMENT

DOCUMENT 004113 - BID FORM - STIPULATED SUM

To: **HILLSBORO C.U.S.D. NO. 3**
1311 VANDALIA ROAD
HILLSBORO, ILLINOIS 62049

Project: **FLOOR TILE REPLACEMENT**
BECKEMEYER AND COFFEEN ELEMENTARY SCHOOLS
HILLSBORO C.U.S.D. NO. 3
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS
HR # 150-0470

Date: _____

Submitted by: _____
(full name)

(full address) _____

Contact Name: _____

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Hurst-Rosche, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of _____ dollars, (\$ _____), in lawful money of the United States of America.

We have included the security Bid Bond as required by the Instruction to Bidders.

All applicable federal taxes are excluded and State of Illinois and City of Hillsboro taxes are excluded from the Bid Sum.

2. REVIEW OF BID DOCUMENTS

The bidder represents that he is skilled and experienced in the use and interpretation of drawings and specifications such as those included in the bid documents for this contract. He has carefully reviewed the drawings, specifications and other bid documents, and has found them free of ambiguities and sufficient for bid purposes. Further, the Bidder has carefully examined the site of the work and, from his own observations, has satisfied himself as to the nature and location of the work; the character, quality and quantity of materials; the difficulties likely to be encountered; and any other items which may affect the performance of the Work. He has based his bid solely on these documents and observations, and has not relied in any way on any explanation or interpretation, oral or written, from any other source.

3. CONTRACTOR'S FEE FOR CHANGES IN WORK

Undersigned herein indicates a single percentage, not to exceed 12% for own forces and not to exceed 8% for subcontractors, for overhead and profit to be added to net extra job cost for changes in the work required to be performed by:

a) Own Forces ____% b) Subcontractors ____%

Undersigned herein indicates a single percentage, not less than 10% for own forces and not less than 5% for subcontractors, for overhead and profit to be added to net credit for job costs for changes in the work required to be performed by:

a) Own Forces ____% b) Subcontractors ____%

Percentages named above shall not include any items of insurance, bond or taxes since these are considered job cost items in contractor's quotations for changes in the work.

Any percentages indicated which are higher or lower than the maximum or minimum in the typewritten language herewith, shall be disregarded and typewritten figure used.

4. CONTRACT TIME

Undersigned agrees that, if awarded the Contract for Work bid upon herein, work will start on date designated by the Owner and will be completed in accordance with the contract documents, with all phases of work completed and operational and ready for acceptance by the Owner no later than as required by the Contract Agreement.

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____; Addendum # _____ Dated _____
Addendum # _____ Dated _____; Addendum # _____ Dated _____

6. APPENDICES

The following documents are attached to and made a condition of the Bid:

Bid Surety in the form of _____

7. EQUAL EMPLOYMENT OPPORTUNITY

During performance of this contract, Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, notice advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor pursuant thereto, and will permit access to his books, records and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including

sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. NOT BARRED

The contractor by submitting its bid certifies that the Contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid-rotating. 720 ILCS 5/33/E-11.

9. DRUG FREE WORKPLACE

The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et. seq., and the Substance Abuse Prevention on Public Works Projects Act PA095-0635.

10. SEXUAL HARASSMENT POLICY

The Contractor by submitting its bid certifies that it has a written sexual harassment, (ii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties (v) the legal resource, investigative and compliant process through the Illinois Department of Human Rights; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A)(4).

11. CRIMINAL RECORDS CHECKS

The Contractor by submitting its bid certifies that it will submit to background screening those employees, including subcontract employees, which will be working on any district project. This information is to be provided in accordance with the requirements of 105 ILCS 5/10-21.9. The Contractor by submitting its bid understands that employees found to be in violation of the Illinois School Code will not be permitted to work on school grounds.

12. BID FORM SIGNATURES

The Corporate Seal of

(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

DOCUMENT 005214 - AGREEMENT FORM - AIA

1.1 SUMMARY

- A. Document Includes:
 - 1. Contract Agreement.
- B. Related Documents:
 - 1. Document 007214 - General Conditions – AIA Stipulated Sum.
 - 2. Document 007313 - Supplementary Conditions - AIA.

1.2 CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. THIS AGREEMENT, made and entered into as of the _____ day of _____ in the year of Two Thousand and _____ by and between _____ hereinafter and in the Contract Documents called "Contractor" and the **HILLSBORO C.U.S.D. NO. 3**, hereinafter and in the Contract Documents called "Owner."

B. WITNESSETH: That for and in consideration of the mutual covenants and agreements, hereinafter stated, Contractor and Owner covenant and agree as follows:

C. THE CONTRACT WORK:

1. Contractor covenants and agrees to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to perform all Work required by the Contract Documents, for the Project entitled:

- a. FLOOR TILE REPLACEMENT
BECKEMEYER AND COFFEEN ELEMENTARY SCHOOLS
HILLSBORO C.U.S.D. NO. 3
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS

as shown on Drawings and described in Specifications prepared by Hurst-Rosche, Inc., Hillsboro, Illinois, acting as, and in these Contract Documents referred to as Architect/Engineer and covenants and agrees to do and perform all acts and things required of Contractor by this Contract and the Contract Documents.

D. TIME OF COMPLETION:

1. The Owner requires the project to be substantially complete by July 24, 2020.

E. CONTRACT SUM AND TERMS OF PAYMENT:

1. Contract Sum: The Owner, if Contractor shall faithfully fulfill and perform this Contract, covenants and agrees to pay Contractor in current funds, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of _____ Dollars (\$ _____), which sum shall constitute the Contract Sum, said Contract Sum being derived from Contractor's Bid dated _____. It is understood and agreed that should there be any increase in wage rates, or in cost of materials or equipment, or in any other of Contractor's costs or should Contractor be compelled to pay premium wages, or for overtime work, during the life of this Contract and/or prior to completion of Contractor's work thereunder, Contractor shall absorb all such increased costs, without addition to the Contract Sum except when otherwise expressly provided in Contract Documents.
2. Payments: Owner shall make payments for work performed under the Contract as provided in Article Nine of the General Conditions and in accordance with other applicable articles of the Supplementary Conditions and Contract Documents.
3. Contractor's Fees for Changes in Work: In accordance with Contractor's bid, it is agreed that the following percentages for overhead and profit shall be applied on work added to or omitted from the Contract by written Change Order approved by Architect and Owner in advance of performance of the work.

Additional Work performed by:

- | | |
|--------------------|------------------------|
| 1. Own Forces ___% | 2. Subcontractors ___% |
|--------------------|------------------------|

Omitted Work originally required by:

- | | |
|--------------------|------------------------|
| 1. Own Forces ___% | 2. Subcontractors ___% |
|--------------------|------------------------|

Note: Taxes (when applicable) are considered as incidentals, as well as bonds and insurance costs and are not included in the percentages listed above nor should they be added to change orders submitted.

F. CONTRACT DOCUMENTS:

1. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by Owner, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract Agreement.
2. Bidder's attention is directed to the fact that all Federal and Illinois State Laws, municipal ordinances and regulations of any and all authority having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written

out in full. Successful Bidders shall be required to comply with 777 ILCS 10 concerning equal employment opportunities; comply with 30 ILCS 570 concerning the employment of citizens of the State of Illinois; comply with 820 ILCS 265 concerning substance abuse prevention on public works projects; and comply with 820 ILCS 130 concerning prevailing wages.

G. ILLINOIS LABOR:

Contractor shall comply with all Illinois statutory requirements regarding labor, including, but not limited to, the following:

1. Illinois Public Act 77-1552 and Chapter 48, Sections 39S-1 through 39S-12 of the Illinois Revised Statutes regulating wages of laborers, mechanics and other workers employed in any public works and known as the "Prevailing Wage Act," which provides in part that all laborers, mechanics and workers performing work under the Contract shall be paid not less than the prevailing rate of wages as determined by the Illinois Department of Labor (820 ILCS 130).
2. Illinois Public Act 83-1472, Article 2 and Chapter 48, Sections 2201 through 2207, 1984 of the Illinois Revised Statutes pertaining to hiring of Illinois labor and known as the "Illinois Preference Act (30 ILCS 570)."
3. "Illinois Human Rights Act of 1980," Chapter 68, Illinois Revised Statutes, and the Rules and Regulations, Title 44, Section 750 of the Illinois Administrative Code, Illinois Department of Human Rights; pertaining to equal employment opportunity (777 ILCS 10).

H. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

1. Within ten (10) days immediately following date of his receipt of this contract, Contractor shall furnish Owner the signed Contract and Performance Bond and Labor and Material Payment Bond as required by and in accordance with the terms of Contract Documents in a penal sum of one hundred percent (100%) of the Contract sum.
2. In the event Contractor fails to furnish Owner such Contract and Bonds within said period, this Contract shall thereupon become null and void at Owner's option, exercised by written registered notice and mailed to Contractor by said Owner within five (5) days thereafter. Owner may then retain and enforce as liquidated damages, bid guarantee heretofore deposited with it in connection with Contractor's proposal for this Contract or the difference between his bid and a subsequent awarded bid, whichever is lesser.

I. IN WITNESS HEREOF, the parties hereto have executed this agreement as of the day and year first written above.

OWNER:

HILLSBORO C.U.S.D. NO. 3

BY _____

TITLE _____

CONTRACTOR:

Attest:

BY _____
Secretary

BY _____

TITLE _____

(Corporate Seal)

END OF DOCUMENT

CONTRACTOR'S AFFIDAVIT FOR FINAL COMPLETION
(To be filed with final request for payment)

STATE OF _____)

COUNTY OF _____)

_____, being
first duly sworn upon oath deposes and says:

That he/she is _____ of _____

hereinafter termed "The Contractor" for all work upon the hereinafter termed "Said Project," work for the HILLSBORO C.U.S.D. NO. 3, under that certain contract between said Contractor and said Owner, bearing date of _____ pertaining to said work.

Affiant further states, of his/her own knowledge, that all bills incurred by the Contractor, for services, labor and material furnished, for work done by the Contractor under said Contract, or in connection with said project have been paid and all subcontractors who have furnished services, labor or materials have no claim or demand against Owner for any services, labor and/or materials furnished and/or work done by them upon said Project.

Affiant further states that this affidavit is made on behalf of the Contractor for the purpose of obtaining payment of the sum of _____ (\$ _____) dollars, which affiant states, upon his/her own knowledge, constitutes the full balance due the Contractor for all services, labor and materials furnished and work done to and upon Said Project by the Contractor whether under and pursuant to provisions of said Contract and all subsequent modifications thereof and changes therein or otherwise; and that payment of the sum to the Contractor will constitute payment in full on everything due for such services, labor, materials and work, and will fully satisfy any and all claims or demands which Contractor may have or assert against said Owner, arising out of anything done or furnished by the Contractor or occurring in connection with said Project and/or Contract.

CONTRACTOR

By _____

Title _____

Subscribed and Sworn to before me the _____ day of _____, 20____.

NOTARY PUBLIC

(PARTIAL) (FINAL)
WAIVER OF LIEN

STATE OF _____)
COUNTY OF _____)SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by HILLSBORO C.U.S.D. NO. 3, hereinafter known as the OWNER,

To Furnish: _____

For the project known as: FLOOR TILE REPLACEMENT

For the premises known as: BECKEMEYER AND COFFEEN ELEMENTARY SCHOOLS

Address: HILLSBORO C.U.S.D. NO. 3, HILLSBORO, ILLINOIS

THE undersigned, for and in consideration of the dollar amount shown below and other good and valuable considerations, do(es) hereby waive and release under the mechanics' lien statutes of the State where the project premises are located, to the extent of the payment recited below is received by the undersigned and is applicable to lienable labor, services, materials, fixtures, or apparatus, any and all lien or claim or right of lien on the above-described premises and the improvements, fixtures and appurtenances thereon, and on the monies or other considerations due or to become due from the Owner and on all other project-related monies from whatever source, on the account of the above-mentioned labor, services, materials, fixtures, or apparatus furnished by the undersigned for or in connection with the above-described premises.

(Payment amount written in long form)

PAYMENT AMOUNT _____

(Company Name)

(Address)

(City/State/Zip)

(Signature of Officer)

Sworn to and subscribed before me this ____ day of _____.

(Notary Public)

My commission expires: _____

AFFIDAVIT OF PAYMENT TO MATERIAL SUPPLIERS AND SUBCONTRACTORS

STATE OF _____

COUNTY OF _____

_____, being first duly sworn upon oath
deposes and says, that he/she entered into a Contract with the HILLSBORO C.U.S.D. NO. 3, known as
the Owner, for furnishing of labor, work services, materials, fixtures, and supplies for FLOOR TILE
REPLACEMENT at the following described real estate: BECKEMEYER AND COFFEEN
ELEMENTARY SCHOOLS.

That for the purpose of said Contract, the following persons, firms or corporations have been contracted
with to furnish, have furnished or prepared, or will furnish or prepare labor, services, materials, fixtures,
apparatus, machinery or supplies, or are furnishing and preparing material for said construction; that there
are due or to become due to them respectively, the amounts set opposite their names for said labor,
services, materials, fixtures, apparatus, machinery and supplies as stated; that there are no other
contractors outstanding and there is nothing due or to become due any person, firm, or corporation, for
labor, services, materials, fixtures, machinery, apparatus, or supplies, other than as stated herewith.

MATERIAL SUPPLIER AND/OR SUBCONTRACTOR	CONTRACT ITEM	CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT DUE OR TO BECOME DUE
--	------------------	--------------------	---------------------------	-----------------------------------

CONTRACTOR

Subscribed and sworn to before me, a Notary Public, this _____ day of _____; A.D.
20____.

NOTARY PUBLIC

DOCUMENT 007214 - GENERAL CONDITIONS – AIA STIPULATED SUM

1.1 SUMMARY

- A. Document Includes:
 - 1. General Conditions.
- B. Related Documents:
 - 1. Document 005214 – Agreement Form – AIA Stipulated Sum.
 - 2. Document 007313 – Supplementary Conditions - AIA.

1.2 GENERAL CONDITIONS

- A. AIA Document A201-2007, General Conditions of the Contract for Construction, is the General Conditions of the Contract.

1.3 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 007313 for modifications to General Conditions.

END OF DOCUMENT

DOCUMENT 007313 - SUPPLEMENTARY CONDITIONS - AIA

1.1 SUMMARY

- A. Document Includes:
 - 1. General Conditions.
 - 2. Supplementary Conditions.
- B. Related Documents:
 - 1. Document 004113 – Bid Form – Stipulated Sum
 - 2. Document 005214 – Agreement Form - AIA

1.2 GENERAL CONDITIONS

- A. The General Conditions of the Contract for Construction, AIA Document A201, Sixteenth Edition, 2007, Articles 1 through 15, is a part of this Contract and is incorporated herein as fully as if here set forth. Copies of the General Conditions are on file and may be reviewed at the offices of the Architect, or may be obtained from the American Institute of Architects, St. Louis Chapter, 911 Washington St., #225, St. Louis, Missouri 63101-1203.

1.3 SUPPLEMENTARY CONDITIONS

- A. The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201, Sixteenth Edition, 2007. Where any Article of the General Conditions is modified or changed or any Paragraph, Subparagraph or Clause thereof is modified, changed or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.4 REFERENCE TO DIVISION 01

- A. Where provisions of General Conditions relate to project administrative or work-related requirements of the Contract, and those provisions differ from those specified in Division 01, provisions outlined in Division 01 shall prevail.

1.5 ARTICLE 1: GENERAL PROVISIONS

- A. 1.5.1 In the second line following the word "Specifications" insert the words "and Project Manual,".
- B. 1.6 TRANSMISSION OF DATA IN DIGITAL FORM: Add new subparagraph 1.6.1:

1.6.1 Electronic drawings provided by the Owner or Architect are for informational purposes only and are not intended for any other use. The paper copies provided are a true representation of the completed design and if discrepancies should exist

between the paper copy and the electronic copy, the paper copy shall govern.

- C. Delete Subparagraph 1.1.8 its entirety and substitute the following:

1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2. If the Initial Decision Maker is not specifically identified in the Agreement, the responsibilities of the Initial Decision Maker shall default to the Architect.

- D. DEFINITIONS: Add Paragraph 1.1.9

1.1.9 PROJECT MANUAL

The Project Manual is the collection of documents which includes the bidding requirements, sample forms and, certain Contract Documents such as the Conditions of the Contract and the Specifications.

1.6 ARTICLE 2: OWNER

- A. 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

- B. Delete Subparagraphs 2.2.3 and 2.2.5 in their entireties and substitute the following:

2.2.3 The Owner shall, at the request of the Contractor, furnish to Contractor any survey or other similar descriptive information of project site that Owner has in his possession. Upon demonstration of need by Contractor for specific additional survey information, Owner shall obtain and furnish such information to Contractor.

2.2.5 Contractor will be furnished, free of charge, 4 copies of Drawings, Specifications, and Project Manual as set forth in Division 1 of the Specifications. Additional copies will be furnished to Contractor at cost of reproduction, postage and handling.

1.7 ARTICLE 3: CONTRACTOR

- 3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR: Add Subparagraphs 3.2.5 and 3.2.6:

3.2.5 The Contractor by executing the Contract represents that he has carefully examined the Site of the Work at each location and that he has full knowledge of and fully understands the facilities, site conditions, difficulties and restrictions attending performance of the Work. Contractor further represents that he has taken all required measurements and carefully inspected existing constructions, irregularities and interferences which may affect the Work. No additional compensation will be allowed for conditions increasing Contractor's cost which were not known to or appreciated by him prior to executing the Contract if they

could have been discovered by him following the foregoing procedures and thoroughly informing himself of all existing conditions affecting the Work.

3.2.6 Contractor will not, however, be required to excavate, penetrate or demolish any constructions or other work and conditions prior to executing the Contract in order to uncover and/or expose concealed conditions that affect the Work. If, during course of construction, Contractor uncovers conditions that affect the work that could not have been known and understood by the above described careful examination of conditions affecting the Work, he shall promptly notify the Architect, in writing, who will determine if claims for additional costs or extensions of time are justified. If such claims are found to be justified, Contract will be modified in accordance with Article 7 of the General Conditions.

1.8 ARTICLE 4: ARCHITECT

A. 4.1 GENERAL: Delete Subparagraph 4.1.1 in its entirety and substitute the following:

4.1.1 The Owner shall retain an architect or engineer lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering 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.

1.9 ARTICLE 5: SUBCONTRACTORS

A. 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK: Add new Subparagraph 5.2.1.1.:

5.2.1.1. Within ten (10) days of notification of acceptance of his proposal, Contractor shall submit the names of those to whom he intends to award a Subcontract.

1.10 ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS: Delete Subparagraph 6.1.3 in its entirety and substitute the following:

6.1.3 General Contractor shall have responsibility of coordinating efforts of all contractors and to maintain overall direction of job progress. Each Contractor shall coordinate operational methods with other contractors and encourage communications among all trades. All Contractors shall make other contractors aware of any problems, delays in materials shipments or lack of work force, and assist other contractors in maintaining job momentum and direction of overall project.

1.11 ARTICLE 9: PAYMENTS AND COMPLETION

A. 9.3 APPLICATIONS FOR PAYMENT: Add new Subparagraph 9.3.1.3

9.3.1.3.: Until Substantial Completion, the Owner will pay 90 percent of the amount due Contractor on account of approved progress payments.

1.12 ARTICLE 11: INSURANCE AND BONDS

A. 11.1.1 In the first line following the word "maintain," insert the words "in a company or companies licensed to do business in the state in which the project is located and rated 'A' or better by A.M. Best Co.."

B. Add new Subparagraph 11.1.1.9:

11.1.1.9 General Liability Insurance shall be comprehensive, on occurrence, and shall include:

- Premises and Operations.
- Independent Contractors.
- Products and Completed Operations.
- Broad Form Property Damage.
- Personal Injury.
- Explosion, Collapse and Underground damage where the hazard exists.
- Contractual liability.

C. Add the following Sub-Subparagraphs to Subparagraph 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be on a project specific basis and written for not less than the following, or greater if required by law:

1. Worker's Compensation:

- a. State: Statutory
- b. Applicable Federal: Statutory
- c. Employer's Liability: \$500,000

2. Comprehensive General Liability:

a. Bodily Injury:

\$1,000,000 Combined Single Limit

b. Property Damage:

\$1,000,000 Combined Singled Limit

Limit Coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

3. Personal Injury:

\$ 1,000,000 Combined single limit including owned non-owned, and hired motor vehicle.

4. Comprehensive Automobile Liability:

a. Bodily Injury:

\$1,000,000 Combined single limit including owned, non-owned, and hired motor vehicle.

b. Property Damage:

\$1,000,000 Combined single limit including owned, non-owned, and hired motor vehicle

c. \$1,000,000 Combined Single

Limit coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

11.1.2.2 Umbrella Form Liability Coverage:

An Umbrella Form Liability coverage to not less than \$2,000,000 for any one occurrence and subject to the same aggregate over the Employer's Liability, Comprehensive General Liability, and Comprehensive Automobile Liability coverage is required.

D. Add the following Subparagraph 11.1.3.1:

11.1.3.1 Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Paragraph 11.1. The Certificate of Insurance is to be accompanied by AIA Document G715TM-1997 (Supplemental Attachment for ACORD Certificate of Insurance 25-S). Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Contractor shall furnish to the Owner notice of any policy cancellation at least 30 days (10 days for non payment of premiums) prior to the effective date of cancellation. The Contractor shall submit copies of subcontractor's Certificates of Insurance prior to the beginning of work.

E. Add the following Subparagraph 11.1.4.1:

11.1.4.1 The Owner and Architect shall be named as additional insureds on ISO form 20331001 by endorsement for the purpose of coverage only with no liability for premium payments. All policies and coverages shall include a waiver of subrogation in favor of the Owner, Architect, and all subconsultants.

- F. 11.3. PROPERTY INSURANCE: Delete Subparagraph 11.3.1 in its entirety and substitute the following:

11.3.1: The General Contractor shall be responsible to maintain property (builder's risk) insurance upon the completed value of all work at the site under this contract to the full insurable value thereof. This insurance shall include the interests of the Owner, the General Contractor, Subcontractors, and Sub-subcontractors in the work and as their interests may appear in the work, and shall be an all-risk type policy, including theft, subject to the exclusions generally accepted in the insurance industry. This coverage is not intended to, and shall not, provide coverage for tools, equipment, scaffolding, forms, or other devices used by the Contractors or Subcontractors in performing work under this contract.

11.3.1.2 Delete this Paragraph in its entirety.

- G. Delete Subparagraphs 11.3.1.3 in its entirety and substitute the following:

11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

1.13 ARTICLE 13: MISCELLANEOUS PROVISIONS

- A. Add new paragraph 13.8 as follows:

13.8 REFERENCED STANDARDS

13.8.1 No provision of any referenced standard specification, manual or code; whether or not specifically incorporated by reference in the Contract Documents; shall be effective to change the duties and responsibilities of Owner, Contractor or Architect, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Architect, or any of Architect's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 1 through 15.

END OF SECTION

ARTICLE 25: PREVAILING RATE OF WAGES

25.1 Pursuant to Illinois Compiled Statutes 820 ILCS 130/0.01 et seq., these specifications list on the following pages, the Illinois Department of Labor prevailing rate of wages for the county where the contract is being performed and for each craft or type of worker needed to execute the contract.

Montgomery County Prevailing Wage Rates posted on 1/28/2020

Trade Title	Rg	Type	C	Base	Foreman	M-F Overtime	H/W	Pension	Vac	Trng
ASBESTOS ABT-GEN	All	ALL		27.21	27.71	1.5	6.70	21.76	0.00	0.80
ASBESTOS ABT-MEC	All	BLD		31.75	32.75	1.5	8.00	6.25	2.00	0.55
BOILERMAKER	All	BLD		39.00	41.50	1.5	7.07	24.52	0.00	1.05
BRICK MASON	All	BLD		33.38	35.38	1.5	9.10	12.82	0.00	0.87
CARPENTER	All	BLD		32.83	35.08	1.5	8.65	18.25	0.00	0.55
CARPENTER	All	HWY		34.25	36.00	1.5	8.65	18.25	0.00	0.52
CEMENT MASON	All	ALL		35.25	36.25	1.5	10.00	14.75	0.00	0.45
CERAMIC TILE FINISHER	All	BLD		28.29	28.29	1.5	7.45	6.86	0.00	0.81
ELECTRIC PWR EQMT OP	NE	ALL		46.47	55.07	1.5	7.39	13.01	0.00	0.69
ELECTRIC PWR EQMT OP	SW	ALL		44.09	53.15	1.5	6.95	12.34	0.00	0.44
ELECTRIC PWR GRNDMAN	NE	ALL		31.69	55.07	1.5	6.95	8.87	0.00	0.48
ELECTRIC PWR GRNDMAN	SW	ALL		34.02	54.94	1.5	5.19	9.54	0.00	0.34
ELECTRIC PWR LINEMAN	NE	ALL		51.67	55.07	1.5	7.55	14.47	0.00	0.78
ELECTRIC PWR LINEMAN	SW	ALL		52.41	54.94	1.5	7.99	14.69	0.00	0.52
ELECTRIC PWR TRK DRV	NE	ALL		33.25	55.07	1.5	7.00	9.31	0.00	0.50
ELECTRIC PWR TRK DRV	SW	ALL		37.20	54.94	1.5	5.68	10.42	0.00	0.37
ELECTRICIAN	E	BLD		37.60	41.36	1.5	7.53	11.13	0.00	0.56
ELECTRICIAN	NW	BLD		36.44	38.44	1.5	7.80	11.34	0.00	0.50
ELECTRICIAN	SW	ALL		41.83	44.34	1.5	7.99	12.40	0.00	1.15
ELECTRONIC SYSTEM TECH	E	BLD		35.00	37.00	1.5	7.25	7.60	0.00	0.40
ELECTRONIC SYSTEM TECH	NW	BLD		32.62	34.62	1.5	7.25	9.98	0.00	0.40
ELECTRONIC SYSTEM TECH	SW	BLD		35.28	37.28	1.5	4.00	9.87	0.00	0.40
ELEVATOR CONSTRUCTOR	All	BLD		50.09	56.35	2.0	15.57	17.51	4.50	0.62
GLAZIER	All	BLD		35.91	37.91	1.5	6.25	11.23	0.00	0.68
HEAT/FROST INSULATOR	All	BLD		38.86	39.96	1.5	10.50	12.86	0.00	0.75
IRON WORKER	N	BLD		32.02	34.02	1.5	10.30	15.60	0.00	0.70
IRON WORKER	N	HWY		33.64	35.39	1.5	10.30	16.66	0.00	0.70
IRON WORKER	S	ALL		34.50	36.50	1.5	10.46	17.00	0.00	0.42
LABORER	All	ALL		26.71	27.21	1.5	6.70	21.76	0.00	0.80
LATHER	All	BLD		32.83	35.08	1.5	8.65	18.25	0.00	0.55
MACHINIST	All	BLD		48.93	51.43	1.5	7.68	8.95	1.85	1.32

Montgomery County Prevailing Wage Rates posted on 1/28/2020

MARBLE FINISHER	All	BLD		27.48	0.00	1.5	6.45	5.70	0.00	0.58
MILLWRIGHT	All	BLD		32.53	34.78	1.5	8.65	19.01	0.00	0.55
MILLWRIGHT	All	HWY		35.51	37.26	1.5	8.65	19.77	0.00	0.52
OPERATING ENGINEER	All	BLD	1	38.80	41.80	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	BLD	2	37.67	41.80	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	BLD	3	33.19	41.80	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	BLD	4	33.25	41.80	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	BLD	5	32.92	41.80	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	BLD	6	41.35	41.80	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	BLD	7	41.65	41.80	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	BLD	8	41.93	41.80	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	BLD	9	39.80	41.80	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	HWY	1	37.30	40.30	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	HWY	2	36.17	40.30	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	HWY	3	31.69	40.30	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	HWY	4	31.75	40.30	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	HWY	5	31.42	40.30	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	HWY	6	39.85	40.30	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	HWY	7	40.15	40.30	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	HWY	8	40.43	40.30	1.5	13.35	18.65	0.00	1.05
OPERATING ENGINEER	All	HWY	9	38.30	40.30	1.5	13.35	18.65	0.00	1.05
PAINTER	All	BLD		31.55	33.05	1.5	6.20	12.02	0.00	0.70
PAINTER	All	HWY		32.75	34.25	1.5	6.20	12.02	0.00	0.70
PAINTER OVER 30 FT.	All	BLD		32.55	34.05	1.5	6.20	12.02	0.00	0.70
PAINTER PWR EQMT	All	BLD		32.55	34.05	1.5	6.20	12.02	0.00	0.70
PAINTER PWR EQMT	All	HWY		33.75	35.25	1.5	6.20	12.02	0.00	0.70
PILEDRIIVER	All	BLD		33.83	36.08	1.5	8.65	18.25	0.00	0.55
PILEDRIIVER	All	HWY		34.25	36.00	1.5	8.65	18.25	0.00	0.52
PIPEFITTER	NE	BLD		42.95	46.95	1.5	7.40	10.76	0.00	1.11
PIPEFITTER	SW	BLD		43.96	46.16	1.5	5.00	10.00	0.00	0.60
PLASTERER	All	BLD		33.75	35.25	1.5	10.00	9.90	0.00	0.50
PLUMBER	NE	BLD		42.95	46.95	1.5	7.40	10.76	0.00	1.11
PLUMBER	SW	BLD		43.96	46.16	1.5	5.00	10.00	0.00	0.60
ROOFER	All	BLD		31.26	33.91	1.5	10.40	9.81	0.00	0.56
SHEETMETAL WORKER	All	ALL		34.94	36.44	1.5	9.65	8.94	2.10	0.54
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	10.23	12.59	0.00	0.52

Montgomery County Prevailing Wage Rates posted on 1/28/2020

TERRAZZO FINISHER	All	BLD		31.24	0.00	1.5	6.45	4.37	0.00	0.42
TERRAZZO MASON	All	BLD		31.83	31.83	1.5	7.00	6.80	0.00	0.82
TRUCK DRIVER	All	ALL	1	38.17	42.29	1.5	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	ALL	2	38.71	42.29	1.5	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	ALL	3	39.01	42.29	1.5	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	ALL	4	39.34	42.29	1.5	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	ALL	5	40.39	42.29	1.5	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	1	30.54	33.83	1.5	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	2	30.97	33.83	1.5	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	3	31.21	33.83	1.5	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	4	31.47	33.83	1.5	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	5	32.31	33.83	1.5	13.00	6.60	0.00	0.25

END OF SECTION

BIDDING & CONTRACT REQUIREMENTS
Document 008600 - Drawings, Schedules and Details

<u>DRAWING NO.</u>	<u>TITLE</u>
G-101	Cover Sheet
ASB-101	Beckemeyer Asbestos Floor Tile Abatement Plan
ASB-102	Coffeen Asbestos Floor Tile Abatement Plan

All drawings dated February 17, 2020.

END 008600.

SECTION 011000 - SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Owner occupancy.
- D. Specification Conventions.
- E. Contractor's Duties.
- F. Contract Documents.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project consists of abatement of approximately 17,000 square feet of asbestos containing floor tile and / or mastic utilizing infrared heat methods. Work also consists of the removal of associated base material.
- B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others and Work by Owner.
 - 3. Use of site and premises by the public.
- B. Construction Operations: Limited to areas noted on Drawings.
- C. Utility Outages and Shutdown: Coordinate with owner to avoid interruption of normal operations.
- D. Allow for public use of all adjoining streets and sidewalks.
- E. Light duty vehicle parking is permitted. All parking lots and sidewalks are to be restored to their original condition.

1.4 OWNER OCCUPANCY

- A. The Owner will occupy the premises during the entire period of construction for the conduct of normal operations.

- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.5 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.6 CONTRACTOR'S DUTIES

- A. Except as specifically noted, Contractor shall provide and pay for:
 - 1. All labor, materials, and equipment used for construction of and/or incorporated into the project.
 - 2. All tools, construction equipment and machinery.
 - 3. Required building permits, and all inspection fees by governmental authorities.
 - 4. Other facilities and services necessary for proper execution and complete of work.
- B. Owner is exempt from sales tax on product permanently incorporated in work.
 - 1. Obtain sales tax exemption certificate number from Owner.
 - 2. Place exemption certificate number on invoices for materials incorporated in work.
 - 3. Upon completion of work, file with Owner a notarized statement that all purchases made under exemption certificate were entitled to be exempt and furnish copies of invoice to Owner.
 - 4. Pay legally assessed penalties for improper use of exemption certificate number.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- D. Promptly submit written notice to Architect/Engineer of observed variance of contract documents from legal requirements.
 - 1. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.
 - a. Appropriate modifications to contract documents will account for/reflect necessary changes.
 - b. Assume responsibility for work known to be contrary to such requirements if written notice is not provided by the Contractor to the Architect.
- E. Enforce strict discipline and good order among employees.
- F. Do not unreasonably encumber site with materials or equipment.
- G. Do not load structure with weight that will endanger structure.

- H. Assume full responsibility for protection and safe-keeping of products stored on premises.
- I. Move any stored products which interfere with operations of Owner or other Contractors.
- J. Obtain and pay for use of additional storage or work areas needed for operations.
- K. The School Board shall prohibit the use of tobacco on school property when the property is being used for any school purposes. Tobacco shall mean cigarette, cigar, pipe or tobacco in any other form including smokeless tobacco which is any loose, cut, shredded, ground, powdered, compressed or leaf tobacco that is intended to be placed in the mouth without being smoked. All members of work crews must remain fully clothed and refrain from using obscene or profane language during these same time parameters. School purposes include, but are not limited to, all interscholastic or extracurricular athletic, academic, or other events sponsored by the School Board or in which students of the District participate.
- L. Contractor shall maintain building free from entrance of water at all times during construction.
- M. Contractor shall furnish, erect and maintain temporary ladders, ramps, or hoists as may be required for performance of his work.
 - 1. All such equipment shall be substantially designed, constructed, and maintained in accordance with applicable federal, state, and local laws, ordinances, and regulations, and shall be promptly removed when no longer needed.
- N. Contractor shall design, furnish, erect, maintain, and move all ladders and scaffolding required for this work.
 - 1. All ladders and scaffolding shall be designed, constructed, and maintained in accordance with applicable federal, state, and local law, ordinances, and regulations, and shall be promptly removed when no longer needed.

1.7 CONTRACT DOCUMENTS

- A. Contractor will be furnished free of charge two (2) copies of drawings and specifications.
- B. On request, additional copies will be furnished to Contractor at cost of reproduction, postage and handling.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Change procedures.
- D. Defect assessment.

1.2 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 10 days after date established in Notice to Proceed.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance.
- D. Include separately from each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702-Application and Certificate for Payment. Contractor's standard form or electronic media printout will be considered.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit lien waivers.

- F. Application for Progress Payment No. 1 shall be accompanied by a notarized statement on Contractor's letterhead as follows:
 - 1. I certify that the funds requested for the accompanying Pay Request No. 1 will be used to pay all just and lawful bills against the undersigned and his subcontractors for labor, material and equipment employed in the performance of the work. I further certify that such bills will be paid no later than ten (10) calendar days from date of receipt of the Owner's disbursement.
 - 2. Execute statement with signature of a responsible officer of contracting firm.
- G. Each subsequent application for progress payment shall be accompanied by the following supporting documents:
 - 1. Partial or final waivers of lien in monetary amount from Contractor, each material supplier and/or subcontractor reflecting amounts incorporated into preceding request for progress payment.
 - 2. A notarized Affidavit of Payment to Material Suppliers and Subcontractors.
 - a. Affidavit shall be submitted in exact text as exhibit furnished by Architect/Engineers, signed by Contractor or Subcontractor.
 - b. Include unit item, actual amount of contract without overhead or profit, amount paid to date, and amount to become due (balance of account).
- H. Progress payments will be made for materials and equipment not incorporated in the work provided that:
 - 1. Such materials and equipment have been delivered to and suitable stored at site or some other location approved in writing by Owner and Architect/Engineer. All such materials stored off-site shall be marked or tagged with identification of project to which they are assigned.
 - 2. Contractor submits evidence of title to such materials and equipment.
 - 3. Care and custody of such materials and equipment and all costs incurred for movement and storage shall be responsibility of Contractor.
 - 4. Such materials and equipment are suitably insured by Contractor. Contractor shall submit a certificate of insurance showing the Owner as an additional insured and showing amount of insurance coverage of suitable proof that material and equipment are stored in a bonded warehouse.
- I. Refer to Section 017000 for additional and related closeout procedures and requirements.

1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Owner will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing.
- C. The Owner may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with stipulation of overtime work required and the period

of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within four days.

- D. Contractor may propose changes by submitting a request for change to Owner, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Owner.
- F. Owner may issue directive, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Execution of Change Orders: Owner will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- H. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. Authority of Owner to assess defects and identify payment adjustments, is final.
- C. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Cutting and patching.
- C. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work with Owner to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate completion and clean-up of Work in preparation for Substantial Completion.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.

- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Restore Work with new products in accordance with requirements of Contract Documents.
- F. Refinish or restore surfaces and finished to match existing finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- G. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.2 SPECIAL PROCEDURES

- A. Employ skilled and experienced installer to perform alteration work.
- B. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.
- D. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Construction progress schedules.

1.2 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 10 days after date established in Notice to Proceed. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
- I. Revisions To Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Examination.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work.
- B. Verify utility services are available, of correct characteristics, and in correct locations.

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities.
 - 1. Temporary electricity.
 - 2. Temporary water service.
 - 3. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Dust control.
 - 3. Noise control.
 - 4. Pollution control.
- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Owner will pay cost of energy used. Exercise measures to conserve energy.
- B. Permanent convenience receptacles may be utilized during construction.

1.3 TEMPORARY WATER SERVICE

- A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Utilize Owner's existing water system when available, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.4 TEMPORARY SANITARY FACILITIES

- A. Existing facilities shall be used.
- B. At end of construction, return existing facilities used for construction operations to same or better condition as original condition.

1.5 VEHICULAR ACCESS

- A. Provide and maintain access to fire hydrants and control valves free of obstructions.
- B. Use existing on-site roads for construction traffic.

1.6 PARKING

- A. Use of designated existing on-site streets and driveways used for construction traffic is permitted as directed by the Owner. Tracked vehicles not allowed on paved areas.
- B. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- E. Removal, Repair:
 - 1. Repair existing facilities damaged by use, to original condition.

1.7 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- C. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.8 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.9 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.

- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.10 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.11 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's review.
- B. Provide submittals to Owner required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Provide a notarized Affidavit for Final Completion in exact text as exhibit furnished by Architect/Engineer, signed by Contractor.
- E. Owner will occupy all portions of building as specified in Section 011000.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION