

PROJECT MANUAL

CHAMPAIGN COUNTY JAIL – ROOF REPLACEMENT

502 S. LIERMAN AVE.
URBANA, IL 61802

ISSUED FOR BID



**REIFSTECK
WAKEFIELD
FANNING**

DATE: MAY 22, 2025
RWF PROJECT #202511

PROJECT MANUAL FOR

CHAMPAIGN COUNTY JAIL – ROOF REPLACEMENT

502 S. LIERMAN AVE

URBANA, IL 61802

DATE May 22nd, 2025

ISSUED FOR BID

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AD302 DEMOLITION PLAN - SOUTH ROOF
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END OF SECTION

**SECTION 00 1113
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. Champaign County Board
- B. Address:
1776 E. Washington
Urbana, IL, 61802

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. Reifsteck Reid dba Reifsteck Wakefield Fanning & Company
909 Arrow Road
Champaign, IL 61821

1.03 DATE: 05-22-25

1.04 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for the roof replacement of a building located at below address before 2:00 pm local standard time on the 12th day of June, 2025
502 S. Lierman Ave
Urbana, Illinois 61802
- B. Bids received after the stated time will not be accepted, and will be returned unopened.
- C. Bids to be received at the Champaign County Facilities located within Brookens Administration Center located at 1776 E. Washington St., Urbana, IL 61802 to the attention of Eric Hoene.
- D. Bids will be opened and read aloud at the Shields Meeting Room within the Brookens Administration Center following the close for bidding.
- E. Schedule: Work to be performed by November 3rd, 2025
- F. Project: Champaign Co Jail Roof Replacement
- G. Architect's Project Number: 202511.
- H. There will be a Prebid Meeting at County Jail (Project site) at 11:00 am. Interested contractors should attend this Voluntary Prebid Meeting. A tour of the site will follow the meeting.
- I. Submit your offer on the Bid Form provided.
- J. Project Description: Removal of approx. 43,000 s.f. ballasted EPDM roofing and installation of a TPO membrane over existing insulation including associated mechanical and electrical work. Work will also include some repairs to pre-cast wall attachments at roof level.
- K. Bid Documents for a Stipulated Sum contract may be obtained from the office of the Design Professional upon receipt of a refundable deposit, by certified check or CIB card in the amount of \$100 for one set. Contractors may be mailed sets for a separate non-refundable \$50 fee. No partial sets will be distributed. Deposit checks will be returned to Bidders who return the contractor documents to the Architect in good condition, within ten (10) days after the opening of the bids. Electronic copies may be obtained free of charge through Reifsteck Reid dba Reifsteck Wakefield Fanning & Company Sharefile website, located at: ..
<https://rr-arch.sharefile.com/i/ibdba04bcb9444eeb>
- L. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 10 percent of the Bid Amount.
- M. Refer to other bidding requirements described in Document 00 2113 - Instructions to Bidders and Document 00 3100 - Available Project Information.
- N. The successful bidder will be required to furnish a satisfactory Performance Bond and labor and material Payment Bond for the full amount of the bid accepted.

- O. Your offer will be required to be submitted under a condition of irrevocability for a period of 45 days after submission.
- P. The Owner reserves the right to accept or reject any or all offers.
- Q. Project Contact: Dan Wakefield 217-351-4100 Ext 115. dwakefield@rwf-arch.com

1.05 PREVAILING WAGES:

- A. Contractors will be required to comply with all laws, including those relating to prevailing rate of wages of the various classes of work to be performed under the proposed contract as determined by the Illinois Department of Labor, in accordance with Federal Labor Standards provisions, US Department of Labor.

END OF SECTION

**SECTION 00 2113
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Intent
 - 3. Work Identified in Contract Documents
 - 4. Contract Time
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Inquiries/Addenda
 - 6. Product/Assembly/System Substitutions
- C. Site Assessment
 - 1. Site Examination
 - 2. Prebid Conference
- D. Qualifications
 - 1. Qualifications
 - 2. Subcontractors/Suppliers/Others
- E. Bid Submission
 - 1. Bid Depository
 - 2. Submission Procedure
 - 3. Bid Ineligibility
- F. Bid Enclosures/Requirements
 - 1. Security Deposit
 - 2. Performance Assurance
 - 3. Insurance
 - 4. Bid Form Requirements
 - 5. Bid Form Signature
 - 6. Additional Bid Information
- G. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.02 RELATED DOCUMENTS

- A. Document 01 1000 - Summary.
- B. Document 00 1113 - Advertisement for Bids.
- C. Document 00 4100 - Bid Form.
- D. Document 00 4301 - Bid Form Supplements Cover Sheet.
- E. Document 00 4322 - Unit Prices Form.
- F. Document 00 7300 - Supplementary Conditions:

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Owner at the Champaign County Facilities located within Brookens Administration Center located at 1776 E. Washington St., Urbana, IL 61802 before 2:00 p.m. local standard time on 06-12-2025.
- B. Offers submitted after the above time will be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete project named Champaign Co Jail Roof Replacement for a Stipulated Sum contract, in accordance with Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises of roofing replacement, including general construction, structural, mechanical, and electrical Work.
- B. Project Location:
502 S. Lierman Ave.
Urbana, Illinois 61802.

2.04 CONTRACT TIME

- A. Perform the Work within the time stated in Section 00 4100 Bid Form

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Contract Documents: Defined as Drawings and Project Manual including issued Addenda. The contract documents are complimentary and what is required by any one shall be binding as if required by all. It is not intended to mention every item of work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of work described by the specifications, even if they are of such a nature that they could have been shown thereon.
- C. Proposal, Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. Contract Documents are identified as Architect's project number 202511; Champaign Co Jail Roof Replacement.

3.03 AVAILABILITY

- A. Bid Documents may be obtained at the office of Architect for deposits and fees as identified below. No partial sets will be distributed.
- B. Bid Documents for a Stipulated Sum contract may be obtained from the office of the Architect upon receipt of a refundable deposit, by cash, check or CIB card, in the amount of \$100 for one set. Contractors may be mailed sets for a separate non-refundable \$50 fee. No partial sets will be distributed. Deposit checks will be returned to Bidders who return the contractor documents to the Architect in good conditions, within ten (10) days after the opening of the bids. Electronic copies may be obtained free of charge through Reifsteck Reid dba Reifsteck Wakefield Fanning & Company Sharefile website, located at: <https://rr-arch.sharefile.com/i/ibdba04bcb9444eeb>.
- C. Deposit will be refunded if Bid Documents are returned complete, undamaged, unmarked and reusable, within 7 days of bid submission. Failure to comply will result in forfeiture of deposit.
- D. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Bid Documents may be viewed at the office of Architect.
- B. Bid Documents may be viewed free of charge at website listed above.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- D. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to Dan Wakefield, email; dwakefield@rwf-arch.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 5 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients, and except in unusual cases, addenda will be issued to Bidders at least three (3) days prior to date established for receipt of bids. Receipt of addenda shall be acknowledged by the bidder in the space provided in the Bid Form.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. General Requirements for Substitution Requests:
 - 1. Project Manual establishes standards for products, assemblies, and systems.
 - 2. Submit requests only for elements for which substitution is specifically allowed in the Project Manual.
 - 3. Provide sufficient information to determine acceptability of proposed substitutions.
 - 4. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- B. Substitution Request Time Restrictions:
 - 1. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 5 days before receipt of bids.
- C. Substitution Request Form:
 - 1. Submit substitution requests by completing the form in Section 00 4325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- D. Review and Acceptance of Request:
 - 1. Architect may approve the proposed substitution and will issue an Addendum to known bidders.
 - 2. For approved substitutions, include representation of changes in the bid, if any, required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions will not be considered.
- E. See Section 01 2500 - Substitution Procedures for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. A visit to the project site has been arranged for bidders as follows: immediately following the prebid conference
 - 1. A Prebid Meeting has been scheduled for the convenience of all interested Contractors; visits to the site are prohibited at other times without express permission from the Owner. Prior to submitting a proposal, each Bidder shall examine and thoroughly familiarize

himself with all existing conditions; including all applicable laws, ordinances, rules and regulations that may affect the Work. Bidders shall visit the site, examine the grounds, and all existing buildings, utilities and roads, and ascertain all conditions that might in any manner affect their work. The drawings have been prepared on basis of casual field observations of physical conditions at the site. This, however, does not relieve the Bidder of the necessity for fully information himself as to the existing physical conditions.

4.02 PREBID CONFERENCE

- A. A voluntary bidders conference has been scheduled for 11:00 a.m. on the 29 day of May 2025 at the location of Project site.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Architect will be in attendance.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of Contract Documents.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Double Envelope: Insert the closed and sealed Bid Form envelope plus requested security deposit, in a large opaque envelope and label this envelope as noted above.
- D. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.

- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders .
- F. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance bond as described in 00 7300 - Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount.

7.03 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.
- B. Taxes: Refer to Supplementary Conditions for tax exemption.

7.04 SALES AND USE OF TAXES

- A. Illinois Sales Tax: Bidders shall **NOT** include Illinois Sales Tax on materials for tax exemption.
- B. Freight: All freight charges shall be included in Bid Amount.
- C. Escalation: All prices quoted must represent the entire cost in accordance with the Contract Documents and no subsequent claim will be recognized for any increased in wage scale, material prices, cost indexes, or other rates affecting the construction industry or this project.

7.05 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.06 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
 - 1. Document 00 4322 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

END OF SECTION

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**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
Champaign County Board
1776 E. Washington
Urbana, IL 61802

1.02 FOR:

- A. Project: Champaign Co Jail Roof Replacement
502 S. Lierman Ave
Urbana, IL 61802
- B. Architect's Project Number: 20-2511
502 S. Lierman Ave
Urbana, Illinois 61802

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____
3. Email _____
4. Phone _____

1.05 BID PACKAGE #1

A. BASE BID:

1. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Reifsteck Wakefield Fanning & Company 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.

1.06 OFFER

- A. We have included the required security deposit as required by the Instruction to Bidders.
- B. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- C. All applicable federal taxes are excluded and State of Illinois taxes are excluded from the Bid Sum.

1.07 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty five days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.08 CONTRACT TIME

- A. If this Bid is accepted, we will:
Complete the Work by the 3rd day of November 2025.

1.09 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE

1 - Pre-cast wall panel anchor connection - 1 ea - \$ _____

1.10 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. Fifteen (15) percent overhead and profit on the net cost of our own Work;
 - 2. Five (5) percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 50% of the overhead and profit percentage noted above.

1.11 ADDENDA

- A. 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.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

REPRESENTATIONS AND CERTIFICATIONS

2.01 THE BIDDER, BY THE EXECUTION OF THIS BID FORM, MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THIS BID ON THE PROJECT IDENTIFIED IN THE BID FORM:

- A. SURETY: I have notified a Surety Company that I am submitting a Bid for work to be performed on the project. The Surety Company has agreed to issue a Performance Bond and Labor and Material Payment Bond for my work if my bid is accepted and I am awarded the contract.

- B. AVAILABILITY: The number and amount of other contracts and awards pending which I am or will become obligated to perform, now and or during the course of my work on this project, will not interfere with or hinder the timely prosecution of my work.
- C. INDEPENDENT PRICE DETERMINATION: The Contract Sum in this bid had been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- D. PREVAILING WAGE: I will pay and require each Subcontractor to pay not less than the general prevailing rate of hourly wages for work of similar character in the locality in which the work is performed, and not less than general prevailing rate of hourly wages for legal holidays and overtime work, as determined by the US Department of Labor.
- E. ACCURACY: I have checked all the figures contained in this proposal and further understand that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
- F. CONTRACT: I will assist and cooperate with the Owner in preparing the formal Contract, and shall execute same and return to the Owner along with surety, bonds, and insurance certificates as may be required by the specifications and other Contract Documents, within ten (10) days following its receipt.
- G. OWNER ACCEPTANCE: It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informalities in connection therewith, and to award a contract for any part of the Work or the Project as a whole. It is agreed that this proposal may not be withdrawn for a period of thirty (30) days after it has been opened, without permission of the Owner.
- H. AUTHORIZATION: The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all conditions and provisions thereof.

2.02 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Seal)

(Authorized signing officer, Title)

2.03 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 SECTION

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**SECTION 00 4325
SUBSTITUTION REQUEST FORM - DURING PROCUREMENT**

PART 1 GENERAL

1.01 PROCEDURES

- A. Make submittals in accordance with Specification Section 01 2500 - Substitution Procedures .

1.02 ATTACHMENTS

- A. A facsimile of the substitution request form (During Procurement) required to be used on the project is included after this section.

1.03 OWNER: CHAMPAIGN COUNTY BOARD

END OF SECTION

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**SECTION 00 4325.01
SUBSTITUTION REQUEST FORM (DURING PROCUREMENT)**

IDENTIFICATION

Owner: -
Design Professional: Reifsteck Reid dba Reifsteck Wakefield Fanning & Company
Project Name: Champaign Co Jail Roof Replacement
Project Number: 202511 Date: _____

REFERENCE

Specification Title: _____
Specification No.: _____ Page: _____ Article/Paragraph: _____

DESCRIPTION

Manufacturer's Name: _____ Model No.: _____
Trade Name: _____
Proposed Substitution General Description: _____

CERTIFICATION:

- The Undersigned certifies:
1. Proposed substitution has been investigated and determined that it meets or exceeds the quality level of the specified product.
 2. Same warranty will be furnished for proposed substitution as for specified product.
 3. Same maintenance service and source for replacement parts, as applicable, is available.
 4. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
 5. The proposed substitution does not affect dimensions and functional clearances.
 6. Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted and Signed by: _____
Name Title

Firm: _____

Address: _____

Telephone: _____

ATTACHED SUPPORTING DATA:

____ Dwgs ____ Product Data ____ Samples ____ Tests ____ Reports

A/E'S REVIEW AND ACTION

____ Substitution Meets Specifications - Incorporation into the Bid Documents is established by Addenda only

____ Substitution Not Accepted - Product does not meet specifications.

_____ Substitution Will Not Be Considered
_____ Substitution Request Not Reviewed - Received after date identified in the Project
Manual

SIGNED BY:

<hr/>		
Name	Title	Date
© Copyright 2017 Building Systems Design		

END OF SECTION

**SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS**

PART 1 GENERAL

**1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL
COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 7300 - Supplementary Conditions for the Supplementary Conditions.
- B. The Agreement and General Conditions are based on AIA A105.

1.03 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.
- C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710.
 - 2. Construction Change Directive Form: AIA G714.
 - 3. Work Changes Proposal Request Form: AIA G709-2001.
 - 4. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704-2000.

1.04 REFERENCE STANDARDS

- A. AIA A105 - Standard Short Form of Agreement Between Owner and Contractor; 2017.
- B. AIA A310 - Bid Bond; 2010.
- C. AIA A312 - Performance Bond and Payment Bond; 2010.
- D. AIA G701 - Change Order; 2017.
- E. AIA G702 - Application and Certificate for Payment; 1992.
- F. AIA G703 - Continuation Sheet; 1992.
- G. AIA G704-2000 - Certificate of Substantial Completion; 2000.
- H. AIA G709-2001 - Proposal Request; 2001.
- I. AIA G710 - Architect's Supplemental Instructions; 2017.
- J. AIA G714 - Construction Change Directive; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 00 7300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 RELATED SECTIONS

- A. Section 00 5000 - Contracting Forms and Supplements.

1.03 PROJECT LABOR AGREEMENT

- A. The County has resolved to include the attached Project Labor Agreement ("PLA"), or mutually agreed successor versions, as part of this RFP for this Project, and immediately follows this Section. Fully executed copies of such Resolution and related agreement(s) will be made available on the County's website.
- B. Any firm, union affiliated or not, may bid on this Project pursuant to the RFP process. To be awarded a contract, successful bidders must become a party to the PLA or a substantially similar successor version as may be reasonably negotiated and mutually agreed upon between the bidder and the County. This Agreement applies only to this Project.
- C. All parties to this Project must agree to promote a diverse workforce and equal opportunity in employment, as detailed in Article 14 of the attached PLA.
- D. The successful bidder shall automatically include the provisions of the attached "PLA-Related Contract Terms" in every construction subcontract so that the provisions will be binding upon each construction subcontractor.
- E. See attached PLA packet for all details and specific terms.

1.04 MBE/WBE/VBE PARTICIPATION

- A. Abbreviations:
 - 1. MBE: Minority-owned Business Enterprise.
 - 2. WBE: Woman-owned Business Enterprise.
 - 3. VBE: Veteran-owned Business Enterprise.
- B. The County will set aspirational contract participation goals for this project to assist in inclusion efforts of racial and ethnic minorities, women, and MBEs and WBEs. See Article 14 of the attached PLA
- C. Aspirational Contract Participation Goals:
 - 1. Contracting entity goals – 7% qualified MBE and 7% WBE
 - 2. Workforce participation goals – 7% minority workers and 7% female workers.
 - 3. Veteran owned enterprise and worker status will be tracked, but no goals are set at this time.
- D. The County partners with the City of Champaign in the Champaign Diversity Advancement Program ("CDAP"). Here is the link for the CDAP vendor list that is managed by the City of Champaign:
 - 1. <https://www.eprismsoft.com/business/showCert?src=&id=123&ch=>.
 - 2. Vendors should contact the City of Champaign if they are not currently on the list, but wish to be certified and added

1.05 MODIFICATIONS TO AIA DOCUMENT A105

- A. GENERAL STATEMENT: The following supplements modify, change, delete from or add to the AIA Document A105. Where any article of the General Conditions is modified or any

paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of the article, paragraph, subparagraph or clause shall remain in effect.

B. ARTICLE 5 - INSURANCE AND BONDS

1. 5.1 Contractor's Liability Insurance - Add the following clause to 5.1.1 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - a. Premises Operation (including X-C/U as applicable) and products and completed operations.
 - b. Independent Contractor's Protective.
 - c. Personal Injury Liability with Employment Exclusion.
 - d. Owned, non-owned and hired motor vehicles.
 - e. Board from Property Damage.
 - f. Umbrella Excess Liability.
 - g. Project Owner and Architect named as Additional Insured.
 - h. Contractors' policies will be primary and noncontributory.
2. 5.1.2 Add the following clause to 5.1.2 The insurance required by subparagraph 5.1.1 shall be written for not less than the following, or greater if required by law:
 - a. Worker's Compensation:
 - 1) State: Statutory
 - 2) Applicable Federal Statutory
 - 3) Employer's Liability: Bodily Injury by Accident \$500,000 each Accident
 - 4) Bodily Injury by Disease \$500,000 Policy Limit
 - 5) Bodily Injury by Disease \$500,000 Each Employee
 - b. Commercial General Liability:
 - 1) General Aggregate \$1,000,000
 - 2) Product/Completed Operations Aggregate \$1,000,000
 - 3) Personal & Advertising Injury \$1,000,000
 - 4) Each Occurrence \$1,000,000
 - 5) Designated Construction Project General Aggregate Limit C6 25 03
 - c. Comprehensive Automobile Liability: Liability \$1,000,000
 - d. Umbrella: Liability \$3,000,000
3. 5.1.3 - Add the following clause 5.1.3.1 The Contractor shall furnish one copy of each of Certificates of Insurance herein required for each copy of agreement which shall be specifically set forth evidence of all coverage required by subparagraphs 5.1.1, 5.1.2, and 5.1.3. The form of the Certificate shall be Acord From 25-S or insurer's standard form. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage of limits.
4. 5.6 PERFORMANCE BOND AND PAYMENT BOND - Add the following subparagraph 5.6: The Owner will require a Performance Bond and a Payment Bond. Refer to Section 00 2113 - Instructions to Bidders for specific instruction regarding Performance Bond and Labor and Material Payment Bond.

C. ARTICLE 8 -CONTRACTOR

1. 8.6 TAXES - Delete subparagraph 8.6 in its entirety and substitute the following: "8.6 The Owner is exempt from states tax on products permanently incorporated in work."
2. 8.7 PERMITS, FEES AND NOTICES - Add the following sentence to this subparagraph: "The Owner shall be responsible for securing and paying for the building permit."
3. 8.9 USE OF SITE - Add the following subparagraph: 8.9.1 "Refer to Section 01 1000 Summary for further provision on this subject."

D. ARTICLE 12 - PAYMENTS

1. 12.2 APPLICATIONS FOR PAYMENT - Add the following clauses 12.2.3 and 12.2.4 to subparagraph 12.3.1:
 - a. 12.2.3 - Until final payment, the Owner will pay 90 percent of the amount due the Contractors on account of progress payments. If the manner of completion of the Work and its progress are and remain satisfactory to the Architect, and in the

absence of other good and sufficient reasons, for each Work category shown to be 50 percent (50%) or more complete in the Application for Payment, the Architect will, without reduction certify any remaining progress payments for each Work category to be paid in full.

- b. 12.2.1 - The full contract retainage may be instated if the manner of the completions of work and its progress do not remain satisfactory to the Architect, or if the Surety withholds its consent, or for other good and sufficient reasons.
- c. 12.2.1 - Add the following to subparagraph 12.2.1.1: Contractor shall submit to Owner through the Architect with each payment request, waivers of lien from each subcontractor.

1.06 BUILDERS RISK INSURANCE

- A. Contractor's responsibility: The Contractor shall provide a builder's risk insurance policy which shall insure against all risks of direct physical loss or damage to the completed work, subject to the exclusion contained in the policy. The policy shall be issued under a Completed Value form with 100% of the insurable value of the work to be done and incorporated in the building under this contract and upon all materials in or adjacent thereto and intended for use thereon. The policy shall be subject to a \$1,000.00 deductible and shall be issued for the benefit of the Owner, Contractor or Subcontractor, as their interest may appear. Any loss or cost of repair not covered by such insurance shall be borne by the Contractor without additional cost to the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**AGREEMENT
BETWEEN THE
EAST CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL
AND
CHAMPAIGN COUNTY, ILLINOIS**

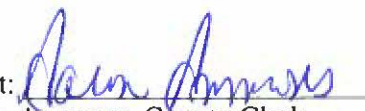
1. This Agreement is entered into to facilitate the timely completion of a specific upcoming construction and renovation project at Champaign County (“the County”), namely the project commonly referred to as the County Plaza Renovation Project, RFP #2022-008 (the “Project”).
2. The County provides vital services to the citizens of Champaign County that require the timely completion of projects within precise and limited time parameters. Strikes and other work stoppages could delay the completion of certain projects, disadvantaging the County’s residents. Skilled craftsmen are needed by the County to achieve the quality of workmanship essential to meeting public expectations and interests. Furthermore, the parties to this Agreement believe it to be in their mutual interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set standard working conditions for the efficient performance of work at the County, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the performance of work at the County.
3. The County agrees to include the attached Project Labor Agreement (“PLA”), or mutually agreed successor versions, as part of the Request for Proposals (“RFP”) for the Project, which is a construction and/or renovation project estimated to cost Thirty Thousand Dollars (\$30,000.00) or more as determined by the County.
4. Any firm, union affiliated or not, may bid on the Project pursuant to the RFP process. To be awarded a contract, successful bidders must become a party to the PLA or a substantially similar successor version as may be reasonably negotiated and mutually agreed upon between the bidder and the County. This Agreement applies only to this Project.
5. The East Central Illinois Building & Construction Trades Council (“the ECIBCTC”), its member unions, agents, affiliates and surrogates agree to not stop, delay, interrupt, strike, picket, harass or interfere in any way with construction projects, contractors, or employees engaged in County projects covered by a PLA. Any interference, whether lawful or not, shall terminate this Agreement.

6. In the event that no qualified bidders bid on a project, or portion thereof, the County reserves the right to request new proposals without including the PLA.
7. In the event that there is insufficient labor available through ECIBCTC member Unions to staff construction projects, the County reserves the right to exclude the PLA as a requirement from any or all solicitations for construction until such time as sufficient labor is made available. The County will make efforts to consult with the ECIBCTC prior to excluding the PLA. The ECIBCTC will be provided an opportunity to remedy the labor insufficiency prior to the PLA being excluded. The County reserves the sole right to determine the sufficiency of available labor. Nothing in this Agreement shall preclude the County from utilizing or assigning County employees to perform assigned work.
8. All parties agree to cooperate to promote a diverse workforce and equal opportunity in employment, as detailed in Article 14 of the attached PLA.
9. The term of this Agreement is two years, beginning on the date of execution below, 2022, and ending on the same day and month two years thereafter, 2024, unless extended by mutual agreement as detailed in paragraph 10.
10. Neither party to this Agreement shall be obligated to enter into any negotiations for the renewal or extension of this Agreement. If either party desires to renew or extend the Agreement, such party will notify the other party in writing at least ninety (90) days prior to the expiration date.

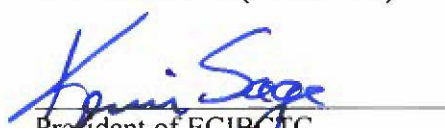
IN WITNESS WHEREOF, the East Central Illinois Building & Construction Trades Council and Champaign County have caused this Agreement to be executed in their respective capacities effective this 31 day of October, 2022.


Champaign County (County)


Darlene A. Kloeppel,
County Executive

Attest: 
Aaron Ammons, County Clerk
And Ex-Officio Clerk of the
Champaign County Board

**East Central Illinois Building & Construction
Trades Council (ECIBCTC)**


President of ECIBCTC


Vice President of ECIBCTC


Secretary/Treasurer of ECIBCTC

PLA-RELATED CONTRACT TERMS

Equal Opportunity in Employment & Project Labor Agreement Provision

For the purposes of this provision, "contracting entity" means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the County. The words used herein and the requirements shall be interpreted in accordance with and have the meaning ascribed to them as set forth in Article 14 of the Project Labor Agreement.

- (1) *Non-discrimination pledge.* The contracting entity shall not discriminate against any employee during the course of employment or application for employment on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military.
- (2) The contracting entity shall make good faith efforts in accordance with its affirmative action plan and utilization plan, if one is required to be submitted to and approved by the County, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Article 14 of the Project Labor Agreement regarding this project.
- (3) *Notices.* The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the County, setting forth the provisions of the non-discrimination pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the County's notice.
- (4) *Employment relations.* The contracting entity shall send to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a copy of the contracting entity's notice regarding the non-discrimination pledge.
- (5) *Solicitation and ads for employment.* The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state "This is an Equal Opportunity Employer."
- (6) *Access to books.* The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the County Executive or the County Executive's designee for purposes of investigation to ascertain compliance with these provisions and the Project Labor Agreement.

- (7) *Reports.* The contracting entity shall provide periodic compliance reports to the County Executive, upon request. Such reports shall be within the time and in the manner proscribed by the County and describe efforts made to comply with the provisions of the Project Labor Agreement.
- (8) *Remedies.* In the event that any contracting entity fails to comply with the above subsections, or fails to comply with or make good faith efforts to comply with its affirmative action plan, utilization plan, or any provision of county, state or federal law relating to human rights, after the County has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to cure the non-compliance, then the County, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:
- (i) Cancel, terminate or suspend the contract in whole or in part;
 - (ii) Declare the contracting entity ineligible for further contracts for up to one calendar year;
 - (iii) Recover from the contracting entity by set-off against the unpaid portion of the contract price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of fifty dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity fails to comply with these provisions of the contract, as determined by the County Executive, the said sum being fixed and agreed upon by and between the contracting entity and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the County would sustain;
 - (iv) Seek other contractual remedies or sanctions allowable by law.
- (9) Construction contractors shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

East Central Illinois Building & Construction Trades Council

Project Labor Agreement

This Agreement is entered into this _____ day of _____, 2022, by and between _____ and the East Central Illinois Building and Construction Trades Council (ECIBCTC) for and on behalf of its affiliates, individually and collectively, hereinafter referred to as the "Union". This Agreement shall apply to work performed by the Employer (Champaign County) and its Contractors and Subcontractors on Construction known as the **County Plaza Renovation Project**, hereinafter referred to as the "Project".

Article 1 - Intent and Purposes

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockout, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon _____ and all its sub-contractors (herein jointly referred to as "Contractor"), who shall be required to sign the Participation Agreement, attached hereto as Exhibit A, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the Participation Agreement. It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This agreement may be modified by mutual consent in writing by the parties' signatory hereto.

(b) Nothing in this Agreement shall preclude the County from utilizing or assigning County employees to perform assigned work.

1.2 The Contractor agrees to be bound by the terms of the applicable Collective Bargaining Agreements and amendments thereto of the affiliates of the East Central Illinois Building and Construction Trades Council and the applicable employers association, if any. The applicable Collective Bargaining Agreement is that which predominates in Champaign County for the particular work performed by the Contractor. Such agreements are incorporated herein by reference, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this Project Labor Agreement, which shall apply to work. It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail. In order to comply with the requirements of the various fringe benefit funds to which the

Contractor is to contribute, the Contractor shall sign the applicable participation agreements when necessary.

1.3 The Contractor and the Union agree that should the collective Bargaining Agreement (CBA) of any ECIBCTC affiliate signatory to this Agreement will expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactively is agreed upon by both bargaining parties.

Article 2 - Recognition

2.1 The Contractor recognizes the ECIBCTC and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. ECIBCTC affiliates signatory to this Agreement will have recognition on the project for their craft.

Article 3 - Administration of Agreement

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, the County, ECIBCTC representatives, and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor, the County, or the ECIBCTC may at any time require a meeting to review the operation of this Agreement. Said meeting shall take place within one week of the written request. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the ECIBCTC no less than two days prior to these meetings, a job status report, planned activities for the next 30 day period, actual number of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

3.4 ECIBCTC shall supply a Union Contact List, attached hereto as Exhibit B, and shall provide an updated Union Contact List to both the Contractor and the County within one week of any change to the information therein.

3.5 The Contractor shall supply the County with a fully signed copy of this Agreement immediately after its execution. The Contractor shall have a continuing duty to promptly supply the County with complete copies of all signed Participation Agreements.

Article 4 - Hours of Work Overtime Shifts and Holidays

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time, which is to be established at the pre-job conference, will be applicable to all craft employees on the project. Changes in the standard work day and week must be requested in writing and approved by the County. Should job conditions dictate a change in the established starting time and/ or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the ECIBCTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established workday of eight (8) hours, Monday through Friday and all the time on Saturday shall be paid in accordance with each craft's current Collective Bargaining Agreement. All time on Sundays and Holidays shall be paid for at the rate of double time. Fringe benefit payments for all overtime work shall be paid in accordance with each craft's Current Collective Bargaining Agreement.

4.3 Shifts may be established when considered necessary by the Contractor. Shift pay shall be in accordance with each craft's current Collective Bargaining Agreement. Shifts when established shall continue for a minimum of five (5) consecutive days. Changes in shift must be requested in writing and approved by the County.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent has been given by the Business Manager.

Article 5 - Absenteeism

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

Article 6 - Management Rights

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

Article 7 - General Working Conditions

7.1 Employment begins and ends at the project site.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

7.3 The Contractor may utilize brassing, time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foremen's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction tools or other labor-saving devices to accomplish the work.

7.7 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.8 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure in order to protect factory warranties.

7.9 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the ECIBCTC prior to any involvement on the project by these personnel. The Contractor will inform the ECIBCTC of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

7.10 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply ECIBCTC and affiliated unions with delivery schedules, allowing as much time as possible to ensure the appropriate crafts will be available to unload the materials or equipment.

Article 8 - Safety

8.1 The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the ECIBCTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

Article 9 - Subcontracting

9.1 The Project Contractor agrees neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project, shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting, with the exception of ready mix, aggregate, asphalts, brick, block, drywall, and trash removal.

Article 10 - Union Representation

10.1 Authorized representatives of the ECIBCTC and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each ECIBCTC affiliate which is a party to this Agreement shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the

work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

Article 11 - Work Stoppages and Lockouts

11.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the ECIBCTC, its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this Article.

11.2 The ECIBCTC and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

11.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

11.4 Neither the ECIBCTC nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the ECIBCTC will immediately instruct order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The ECIBCTC in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

11.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged; after all involved parties have been notified.

- (a) The party invoking this procedure shall notify an individual to be mutually agreed upon; whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by service with delivery confirmation to the party alleged to be in violation and all involved parties.

(b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exist but not before twenty-four (24) after the service with delivery confirmation notice to all parties involved as required above.

(c) The Arbitrator shall notify the parties by service with delivery confirmation of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice by service with delivery confirmation of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by service with delivery confirmation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation. In the event that no violation is found, such fees and expenses shall be borne by the moving party.

Article 12 - Disputes and Grievances

12.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruption, delays, or work stoppages.

12.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article, accept when any craft which has a no strike, no lockout grievance procedure which results in final and binding arbitration, then they shall use their local grievance procedures to settle such disputes.

12.3 Any questions or dispute arising out of and during the term of this Project Agreement (other than Trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: (a) When any employee subject to the provisions of the Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

Step 1: (b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2: (a) The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an Arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, the fee and expenses of the arbitrator shall be borne equally between the Contractor and the involved Local Union(s).

Step 3: (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

12.4 The Project Contractor and County shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

Article 13 - Jurisdictional Disputes

13.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor or organization on the site.

13.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

- (a) Negotiation by and between the Local Business Representative of the disputing Unions and Contractor assigning the work within 5 business days. Such negotiation shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
- (b) The International Representatives of the disputing Union shall meet on the job site by phone conference, e-mail or fax and attempt to resolve said dispute within 5 business days.
- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an agreed upon arbitrator after complying with paragraph 13.2(b) above within 5 business days. An arbitrator will be selected from a panel of seven (7) arbitrators supplied through the Federal Mediation and Conciliation Service being selected or rejected one at-a-time by the Unions involved. The arbitrator's decision will be final and legally binding on this project only. Further, the losing party(s) will be responsible for the cost of the Arbitrator.
- (d) A jurisdictional dispute may be submitted upon a pre-job assignment.
- (e) If any party to the jurisdictional dispute does not fully comply with the steps and time limit with each step, then the party in non-compliance will lose by "automatic default".
- (f) Time limits at any step can be extended if all parties to the jurisdiction mutually agree in writing.
- (g) All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps 13.2(a) & 13.2(b) and proceed directly to an expedited arbitration hearing.

13.3 The signatory parties to this Agreement agree that all jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Article 14 – Workforce Diversity & Equal Opportunity in Employment

14.1 It is the policy of Champaign County to encourage and require equal opportunity in employment for all persons, and to promote the full realization of equal employment opportunity through actions by contracting entities who contract with the County. This Article establishes standards and procedures by which Contractors and Unions who perform work on County projects may comply with this stated equal employment opportunity policy.

14.2 Neither the Contractor nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest

record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military.

14.3 Neither the Contractor nor the Union shall retaliate against a person because they complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

14.4 *Definitions.* The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

(a) *Champaign Diversity Advancement Program vendor list (CDAP vendor list)* means the certified database maintained by the City of Champaign, used by the County of Champaign pursuant to intergovernmental agreement, of qualified contracting entities that are 51 percent owned and operated by females, minorities, or individuals in other socially disadvantaged groups; or which are local, economically disadvantaged businesses.

(b) *Construction contract* means any contract to which the County is a party for the construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property.

(c) *Construction contractor* means any person who contracts with the County in a construction contract.

(d) *Construction subcontractor* means any person who contracts with a construction contractor in an amount greater than Thirty Thousand Dollars (\$30,000.00) for any single construction contract.

(e) *Contracting entity* means any vendor, construction contractor, or construction subcontractor.

(f) *Good faith efforts* are documented actions taken or planned by a contracting entity that are reasonably calculated to meet an established utilization or workforce participation goal or to encourage employment of, partnership with, and development of MBEs, WBEs and female and minority individuals in County projects. A contracting entity making good faith efforts actively and aggressively seeks participation by and partnership with WBEs, MBEs, and women and minority workers. The County will consider the quality, quantity, and consistency of efforts made by a contracting entity in determining whether the contracting entity has acted in good faith.

(g) *Minority Business Enterprise (MBE)* means a business that is at least 51 percent owned by one or more minority persons, or in the case of a corporation, at least 51 percent of the stock in which is owned by one or more than one minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own the business. A business certified as an MBE pursuant to the Champaign Diversity Advancement Program as indicated on the current CDAP vendor list shall be considered an MBE for purposes of this Agreement for such time as said certification remains valid.

(h) *Minority*. For purposes of this Article, "minority" shall be defined by reference to the definition of "minority person" in the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2, as amended.

(i) *Vendor* means persons who sell goods or services to the County in non-construction contracts and any financial depository in which the County deposits funds.

(j) *Woman Business Enterprise (WBE)* means a business that is at least 51 percent owned by one or more women, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own the business. A business certified as a WBE pursuant to the Champaign Diversity Advancement Program as indicated on the current CDAP vendor list shall be considered a WBE for purposes of this Agreement for such time as said certification remains valid.

14.5 *Good faith efforts.*

(a) All contracting entities performing work on this Project are required to demonstrate good faith efforts in order to be considered a responsive bidder or respondent and throughout the duration of this Project to meet the County's established goals for utilization and employment of MBE and WBE firms and minority and female workers. The County Executive or his or her designee will determine the sufficiency of a contracting entity's good faith efforts. Sufficiency of good faith efforts may vary depending on the type of project, the type of products and/or services to be provided, and the duration of the project.

(b) *Female and Minority Participation Goals*. The County will set aspirational contract participation goals for this Project, except as exempted or waived pursuant to this Article, to assist in inclusion efforts of racial and ethnic minorities, women, and MBEs and WBEs. Contracting entities may meet contract participation goals in two ways: by employing set percentages of female and minority employees ("workforce participation goals"), and/or by assigning set percentages of work on a project to MBEs and WBEs ("utilization goals"). The County will ensure that female and minority participation goals are narrowly tailored in accordance with applicable law, and the County will provide appropriate flexibility to businesses in establishing and providing opportunities for female and minority workers. The County Executive will establish and report goals to the County Board as soon as reasonably practicable upon commencement of the Project, or prior thereto if feasible.

(c) The Union shall make all reasonable efforts to encourage, facilitate, and cooperate with a contracting entity in meeting the County's workforce participation and utilization goals and demonstrating good faith efforts.

(d) The following are minimum requirements a contracting entity must meet to demonstrate good faith efforts:

(1) All contracting entities must submit an Affirmative Action plan as outlined in Article 14.6.

(2) All contracting entities must make all reasonable efforts to contact, negotiate, and partner in good faith with qualified MBE and WBE firms listed on the CDAP

vendor list for potential subcontracting and/or joint venture opportunities and to employ female and minority employees.

(3) All contracting entities must submit a utilization plan that outlines their planned use of qualified MBE and WBE firms as subcontractors or as part of a joint venture, if applicable, and their employment of female and minority employees.

(e) Other evidence of good faith efforts by contracting entities may include, but is not limited to:

(1) Providing job training or direct employment opportunities to increase the utilization of women and minorities on County projects.

(2) Attendance at County-sponsored networking events to increase the utilization of MBEs, WBEs, and female and minority workers.

(3) Providing evidence that the contracting entity has met or exceeded the goals established for this County project related to the utilization of MBE and WBE firms and minority and female workers. Evidence may include payroll records or other documents showing the percentage of minority or female workers employed on a project or the percentage of project hours completed by minority and female workers.

(4) Monetary contributions to training and development funds or organizations dedicated to encouraging MBE and WBE businesses and minority and female workers.

(5) Outreach and recruitment efforts of WBEs and MBEs and female and minority workers.

(6) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from MBEs, WBEs, and minority and female workers.

(7) Providing interested and qualified MBEs and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.

(8) Assisting interested MBEs and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for County contracts and subcontracts.

(9) Assisting interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance.

(10) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers.

(11) If a contracting entity has rejected one or more MBEs or WBEs for a subcontracting or joint venture opportunity, providing supportable reasons for rejection based on a thorough investigation of the business and its qualifications.

(12) All other evidence of good faith efforts that the County Executive or his or her designee deems sufficient to advance the County's goals to encourage minority and female participation in County projects.

(f) *Waiver.*

(1) Contracting entities that are unable to achieve utilization and workforce participation goals established for County projects may request a waiver from the County Executive or his or her designee. Waivers will only be granted when all reasonable attempts at good faith efforts have been exhausted.

(2) Good faith effort requirements may be waived on certain County projects due to the inability to appropriately apply the requirements in this section as a result of the nature of the contract or project.

(3) A waiver may be granted at the initiation of a purchase, at the vendor selection phase, or at any time during the term of the project.

(4) The determination to grant or deny a waiver and the duration of the waiver will be at the sole discretion of the County Executive or his or her designee.

(5) A contracting entity that demonstrates unwillingness to make good faith efforts, or that has demonstrated unwillingness to comply with good faith efforts in past County projects, will not be eligible for a waiver.

(g) *Compliance.*

(1) If the County Executive or his or her designee determines that a contracting entity has not made recent and substantial good faith efforts during the term of a County project, and the contracting entity does not have a valid waiver, the County Executive or his or her designee will notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.

(2) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the County Executive or his or her designee making acceptable arrangements to cure the non-compliance. Acceptable arrangements may include a waiver where the County Executive or his or her designee deems appropriate.

(3) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the County Executive or his or her designee finds the contracting entity's response insufficient, the County Executive or his or her designee may:

- a. Cancel, terminate, or suspend the contract in whole or in part;
- b. Declare the contracting entity ineligible for further contracts for up to one calendar year;
- c. Require the contracting entity to pay liquidated damages in the amount of fifty dollars (\$50.00) per day for each day the contracting entity was in non-compliance beginning with the original date of the letter of non-compliance; and/or
- d. Pursue other contractual remedies or sanctions allowable by law.

14.6 Affirmative action plan; submittal and approval.

(a) *Submittal.* Each contracting entity, as defined herein, shall submit an affirmative action plan and a utilization plan for the County's consideration describing the actions the entity will take to ensure compliance with this article. Affirmative action plans shall be accepted for a period of one (1) year from the date of approval by the County. Utilization plans must be submitted for each contract unless otherwise determined by the County Executive or his or her designee.

(b) *Minimum requirements.* The plan shall be approved by the County Executive or his or her designee if, and only if, the plan at minimum reflects substantial compliance with the following requirements:

(1) *Equal employment policy statement.* The contracting entity must indicate a positive attitude toward equal employment opportunity and indicate that decisions regarding recruitment, hiring, training and promotion will be made without regard to race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military, except when one (1) of these criterion is a good faith qualification for the occupation involved.

(2) *Assignment of responsibility.* The contracting entity must select a director of the contracting entity's affirmative action program. It will be the director's responsibility, among other things, to assist in the identification and solution of problems. The contracting entity must give the director the necessary top management support and staffing to fulfill his or her job duties.

(3) *Procedures for disseminating policy.* A policy of affirmative action is considered to be of little value unless it goes beyond the words on a piece of paper and is put into effect. The contracting entity is responsible for establishing procedures for disseminating their affirmative action program both within the entity (internally) and outside the entity (externally).

(4) *Utilization analysis.* The contracting entity must identify those areas within the contracting entity's workforce in which minorities and women are being under-utilized.

A utilization analysis is composed of four (4) different parts: a workforce analysis; identification of job groups within the contracting entity; an availability analysis; and an under-utilization analysis.

(5) *Goals and timetables.* For each job group in which under-utilization of minorities or women is found, the contracting entity must set up a system of goals and timetables for correcting the deficiencies. Separate goals for minorities and women must be established, but a single goal for minorities is acceptable unless it is determined that one (1) minority is underutilized in a substantially disparate manner.

(6) *Identification of problem areas and adverse effect.* The contracting entity must identify key job titles in which women or minorities are under-represented in relation to their availability in the workforce and those employment practices which have an adverse effect on women or minorities so as to discourage their employment or full utilization. The contracting entity studies of applicant flow, recruitment procedures, selection and placement procedures, promotions and transfers, seniority systems, terminations, relations with labor unions, employee benefits and working conditions are required.

(7) *Corrective action measures.* Should problem areas be identified or a disproportionate impact on women or minorities be uncovered, the contracting entity is obligated to develop and execute corrective action programs. The total selection process should be evaluated and the necessary changes made.

(8) *System for monitoring compliance.* To ensure that the non-discrimination policy is being carried out, the contracting entity should monitor employment actions at all levels and require the submission for review of reports from unit managers on a scheduled basis.

(9) *Support of EEO programs.* The contracting entity must actively support local, state, and national programs that are designed to improve the employment opportunities of women and minorities.

(10) *Recruitment of persons outside workforce.* Racial minorities and women generally considered outside of the workforce should be considered for employment when they have the requisite skills and can be recruited through good faith efforts.

(11) *System of records and annual summary.* In order to be able to supply compliance officers with information on affirmative action efforts, contracting entities should establish a system of compiling support data in such forms as applicant flow data, progression line charts, seniority rosters, and applicant rejection ratios indicating minority and sex status.

(c) *Failure to submit plan.* If the proposed contracting entity fails to submit an affirmative action plan and utilization plan which, in the County Executive's sole discretion, comply with this section, prior to the execution of a contract by the County, or within such reasonable time after execution as may be provided by the County Executive, the sanctions provided for in this article or provided for in the agreement shall be enforced against the contracting entity.

(d) *Failure to cooperate or comply with plan.* If the contracting entity fails to provide information required to the County Executive to determine compliance with the plan within ten (10) business days of any such request, or fails to make a good faith effort to comply with the provisions of the submitted and approved affirmative action plan, or utilization plan the County Executive may invoke any of the sanctions provided for under the terms of the agreement with the contracting entity.

Article 15 - General Savings Clause

15.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or State government, the Contractor and the Union shall suspend the operation of such Article and provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

Article 16 - Term of Agreement

16.1 This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.

(Remainder of page intentionally left blank.)

PROJECT NAME AND CONTRACTOR SIGNATURE PAGE

Project Name County Plaza Renovation Project

IN WITNESS WHEREOF, the ECIBCTC and CONTRACTOR have executed this Project Labor Agreement on this _____ day of _____, 2022.

CONTRACTOR

**East Central Illinois Building & Construction
Trades Council (ECIBCTC)**

Contractor Signature

ECIBCTC President by resolution and
authority of the signatory trade unions of
the Project Labor Agreement

Print Name

Boilermakers LU #60
Bricklayers LU #8
Carpenters LU #243
Electrical Workers LU #601

Title

Elevators LU #55
Glaziers LU# 1168
Heat and Frost Insulators LU #18

Company Name

Ironworkers LU #380
Laborers LU #703

Address

Laborers LU #751
Millwrights LU #1051
Operating Engineers LU #841

City, State, Zip Code

Painters LU #363
Plasterers & Cement Masons LU #143
Plumbers & Steamfitters LU #149

Phone

Road Sprinklers LU #669
Roofers LU #97

Fax

Sheet Metal LU #218
Teamsters LU #26

Email

Website

SIGNATURE PAGE(S) FOR THE UNIONS

(to be supplied by Union)

PARTICIPATION AGREEMENT

The undersigned Project Contractor, Contractor or subcontractor, subcontracting to
_____ agrees to be bound to the
attached Project Labor Agreement negotiated between _____
and the East Central Illinois Building & Construction Trades Counsel (ECIBCTC).

Project Contractor, Contractor, Subcontractor

By

Date

UNION CONTACT LIST

(to be supplied by Union)

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**SECTION 00 8250
PREVAILING WAGE ACT**

PART 1 GENERAL: 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. WAGE RATES FOLLOW THIS SECTION.

2.01 SECTION INCLUDES:

- A. This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 920 ILCS 130/.01. The Act requires contractors and subcontractors to pay all laborers, workers and mechanics performing services on public works projects no less than the "prevailing wage of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Each Contractor and Subcontractor rendering services under this contract must comply with all requirements of this Act. Each Contractor and Subcontractor shall keep records of the prevailing wages paid to their employees, submit a monthly certified payroll to Owner, and make such records available to Owner for inspection upon seven (7) business days' notice.
- B. For information regarding the current prevailing wage rates for each county in Illinois can be found at: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx>.
- C. Prevailing Wage Rates change periodically. Contractor shall verify and revise the prevailing wages on a regular basis.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Champaign County Prevailing Wage Rates posted on 5/19/2025

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	BLD		35.62	36.87	1.5	1.5	2.0	2.0	7.75	19.09	0.00	0.90	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		27.45	28.45	1.5	1.5	2.0	2.0	10.45	9.50	0.00	0.50	0.00	0.00	0.00
BOILERMAKER	All	BLD		45.23	48.23	1.5	1.5	2.0	2.0	7.07	24.29	0.00	2.19	0.00	0.00	0.00
BRICK MASON	All	BLD		38.06	40.34	1.5	1.5	2.0	2.0	10.15	16.85	0.00	1.02		0.00	0.00
CARPENTER	All	BLD		40.10	42.85	1.5	1.5	2.0	2.0	9.70	18.98	0.00	0.80	0.00	14.34	28.68
CARPENTER	All	HWY		38.39	40.14	1.5	1.5	2.0	2.0	9.70	22.62	0.00	0.77	0.00	0.00	0.00
CEMENT MASON	All	BLD		39.30	41.80	1.5	1.5	2.0	2.0	10.24	12.00	0.00	0.50		0.00	0.00
CEMENT MASON	All	HWY		39.30	41.30	1.5	1.5	2.0	2.0	11.00	13.64	0.00	0.50	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		35.23		1.5	1.5	2.0	2.0	10.15	12.70	0.00	0.59		0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		55.13	65.42	1.5	1.5	2.0	2.0	8.90	15.43	0.00	0.55	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.46	65.42	1.5	1.5	2.0	2.0	8.37	10.49	0.00	0.37	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		61.36	65.42	1.5	1.5	2.0	2.0	9.09	17.18	0.00	0.61	0.00	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.31	65.42	1.5	1.5	2.0	2.0	8.43	11.01	0.00	0.39	0.00	0.00	0.00
ELECTRICIAN	All	BLD		48.34	53.17	1.5	1.5	2.0	2.0	8.60	12.71	0.00	0.73		1.09	2.18
ELECTRONIC SYSTEM TECH	All	BLD		36.25	39.25	1.5	1.5	2.0	2.0	8.60	12.65	0.00	0.40		0.54	1.09
ELEVATOR CONSTRUCTOR	All	BLD		57.99	65.24	2.0	2.0	2.0	2.0	16.27	21.36	4.64	0.80		0.00	0.00
FENCE ERECTOR	All	ALL		37.71	40.21	1.5	1.5	2.0	2.0	12.29	16.25	0.00	1.11	0.00	16.25	16.25
GLAZIER	All	BLD		39.77	41.77	1.5	1.5	2.0	2.0	8.10	13.85	0.00	0.68		0.00	0.00
HEAT/FROST INSULATOR	All	BLD		34.90	36.40	1.5	1.5	2.0	2.0	8.49	13.79	0.00	0.30	0.65	0.00	0.00
IRON WORKER	All	BLD		37.71	40.21	1.5	1.5	2.0	2.0	12.29	16.25	0.00	1.11	0.00	16.25	16.25
IRON WORKER	All	HWY		40.40	42.40	1.5	1.5	2.0	2.0	12.29	16.25	0.00	1.11	0.00	16.25	16.25
LABORER	All	BLD		32.62	33.87	1.5	1.5	2.0	2.0	7.75	19.09	0.00	0.80	0.00	0.00	0.00
LABORER	All	HWY		37.47	38.47	1.5	1.5	2.0	2.0	8.25	19.42	0.00	0.80	0.00	0.00	0.00
LATHER	All	BLD		40.10	42.85	1.5	1.5	2.0	2.0	9.70	18.98	0.00	0.80	0.00	14.34	28.68
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	BLD		35.23		1.5	1.5	2.0	2.0	10.15	12.70	0.00	0.59		0.00	0.00
MARBLE MASON	All	BLD		36.83		1.5	1.5	2.0	2.0	10.15	12.70	0.00	0.59		0.00	0.00

Champaign County Prevailing Wage Rates posted on 5/19/2025

MILLWRIGHT	All	BLD		37.25	40.00	1.5	1.5	2.0	2.0	9.70	22.32	0.00	0.80	0.00	16.01	32.02
MILLWRIGHT	All	HWY		41.00	42.75	1.5	1.5	2.0	2.0	9.70	23.25	0.00	0.77	0.00	0.00	0.00
OPERATING ENGINEER	All	ALL	1	46.15	47.15	1.5	1.5	2.0	2.0	12.15	13.60	0.00	1.40		0.00	0.00
OPERATING ENGINEER	All	ALL	2	31.05	47.15	1.5	1.5	2.0	2.0	12.15	13.60	0.00	1.40		0.00	0.00
OPERATING ENGINEER	All	ALL	3	48.15	49.15	1.5	1.5	2.0	2.0	12.15	13.60	0.00	1.40		0.00	0.00
PAINTER	All	ALL		39.54	41.04	1.5	1.5	2.0	2.0	9.85	8.55	0.00	0.60		0.00	0.00
PAINTER - SIGNS	All	ALL		39.54	41.04	1.5	1.5	2.0	2.0	9.85	8.55	0.00	0.60		0.00	0.00
PILEDRIIVER	All	BLD		42.10	44.85	1.5	1.5	2.0	2.0	9.70	18.98	0.00	0.80	0.00	14.34	28.68
PILEDRIIVER	All	HWY		39.39	41.14	1.5	1.5	2.0	2.0	9.70	22.65	0.00	0.77	0.00	0.00	0.00
PIPEFITTER	All	BLD		52.65	55.91	1.5	1.5	2.0	2.0	9.45	11.14	0.00	2.74	0.00	0.00	0.00
PLASTERER	All	BLD		38.05	40.05	1.5	1.5	2.0	2.0	10.00	14.70	0.00	0.50	0.00	0.00	0.00
PLUMBER	All	BLD		52.65	55.91	1.5	1.5	2.0	2.0	9.45	11.14	0.00	2.74	0.00	0.00	0.00
ROOFER	All	BLD		38.00	41.00	1.5	1.5	2.0	2.0	11.33	9.73	0.00	1.05	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		43.73	46.23	1.5	1.5	2.0	2.0	12.01	15.97	0.00	0.55	2.15	0.00	0.00
SPRINKLER FITTER	All	BLD		47.09	50.09	1.5	1.5	2.0	2.0	11.45	14.92	0.00	0.52		0.00	0.00
STONE MASON	All	BLD		38.06	40.34	1.5	1.5	2.0	2.0	10.15	16.85	0.00	1.02		0.00	0.00
TERRAZZO FINISHER	All	BLD		35.23		1.5	1.5	2.0	2.0	10.15	12.70	0.00	0.59		0.00	0.00
TERRAZZO MASON	All	BLD		36.83		1.5	1.5	2.0	2.0	10.15	12.70	0.00	0.59		0.00	0.00
TILE MASON	All	BLD		36.83		1.5	1.5	2.0	2.0	10.15	12.70	0.00	0.59		0.00	0.00
TRUCK DRIVER	All	ALL	1	43.24	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.38	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.10	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.49	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	5	45.59	47.60	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	1	34.59	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	35.06	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	35.28	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	35.59	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	36.47	38.08	1.5	1.5	2.0	2.0	16.27	7.75	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		38.06	40.34	1.5	1.5	2.0	2.0	10.15	16.85	0.00	1.02		0.00	0.00

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Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations CHAMPAIGN COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for

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naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on

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Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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SECTION 01 1000 SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Champaign Co Jail Roof Replacement
- B. Architect's Name: Reifsteck Reid dba Reifsteck Wakefield Fanning & Company.
- C. The Project consists of the construction of _____.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5000 - Contracting Forms and Supplements.

1.03 DESCRIPTION OF WORK

- A. Scope of Work: Work shall include all necessary labor, supervision, materials, supplies, transportation, equipment, and services necessary and as required to perform the work set forth in the Contract Documents.
- B. The work will be bid in a single contract division.
 - 1. The term "General Contractor" or "Contractor" used herein refers to the Single Prime Contractor.
 - 2. The Total Single Prime Bid indicated on the Bid Form shall be a single total base bid price for all Work, including all General and MEP work. The Bid Form also includes line items below the Total Single Prime Bid price for breakdowns of the total price for Protected Subcontractors to provide prices for their individual Divisions of Work. These separated prices will add up to the Total Single Prime Bid price.
 - 3. All plumbing work shall be performed by a licensed plumber.
 - 4. All electrical work shall be performed by a licensed electrician.
- C. A pre-bid meeting has been scheduled for all Contractors interested in submitting bids for the project work.
 - 1. A walk through of the project work site will commence immediately following the meeting.
- D. The General Contractor will be solely responsible for protection of the building from weather, maintaining a weathertight insulated enclosure at the project area, as well as any and all surrounding areas adjacent to the project area that may be affected by the Work, during all demolition and construction activities throughout the course of the project.
- E. The General Contractor shall be responsible for the construction schedule, including anticipation of typical winter or other typical weather conditions that may affect construction activities. No additional compensation will be considered or granted for measures required to accomplish work under these typical conditions, and these measures shall be included in the base bid if the construction schedule dictates their necessity.
- F. Existing construction and finishes within the spaces adjacent to project work areas must be completely protected during all required work. All damage must be corrected or replaced by Contractors at direction of the Architect. Corridor finishes adjacent to work areas must be protected when used by Contractors for movement of construction materials into the project work areas or for relocations of furniture or equipment.
- G. NOTE: Contractor attention is directed to the required work site and building protection required within the project documents. Damage to any site or building elements will require the Contractor to clean, repair, or replace the damaged item or system, at the sole discretion of the Architect. Special Contractor attention is directed to specifications 01 3500 - Special Procedures, 01 5000 - Temporary Facilities & Controls, 01 7000 - Execution and Closeout Requirements, 01 7600 - Protecting Installed Construction & Drawings.
- H. All utility outages shall be submitted to the Owner a minimum of five (5) business days in advance of the desired outage.

- I. In the absence of any specific instruction or specification, employ workmanship and material approved by Architect with quality equal to that in Contract Documents.
- J. Installation of material or equipment or performance of work, service, or labor requiring Architect prior approval without first securing approval is cause for rejection and correction of the work without additional compensation or extension of contract time.

1.04 INQUIRIES/ADDENDA

- A. Direct questions to Dan Wakefield, Project Manager at Reifsteck Wakefield Fanning & Company, email: dwakefield@rwf-arch.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and planholders.

1.05 COORDINATION

- A. Each contractor shall examine contract documents covering work of all trades coming in contact with or superimposed on work of each trade. Become acquainted with entire project to achieve coordination, efficient, and timely performance of work. Provide all work and material of each trade necessary for receiving, executing, and completing work coming in contact with each trade. No extra charge or compensation is allowed on account of additional work resulting from lack of coordination.
- B. Contractors will be required to coordinate use any potential system shutdowns of building and/or site with other concurrent work by the respective projects' contractors.
- C. Contractors shall coordinate with Owner for scheduling and sequencing delivery and installation of Owner supplied items such as furniture, cabinets, office equipment, and other furnishings.

1.06 EXISTING CONDITIONS

- A. Staging for refuse chute, dumpster, supplies and equipment access under the Base Bid shall be as indicated on the Construction Documents. Contractors shall keep them clean at all times. Coordinate dumpster pick-up so traffic in parking areas and pedestrians are not disrupted.
- B. Provide necessary safeguards to prevent injury or damage. Execute work without damage or injury to persons, existing improvements, lawns, adjoining structures, and other property.
 - 1. All existing corridors, doorways and sidewalks must be kept clear and safely passable during construction.
 - 2. Damage to existing paving, landscaping, lawn, artificial turf, and buildings shall be avoided and all damage shall be repaired by the Contractor should it occur.
- C. Contractors shall be prepared to furnish the Architect with photographs of existing conditions prior to starting work.
- D. Contractor shall verify all measurements at site before ordering material or doing work. No extra charge or compensation is allowed on account of differences between actual dimensions and measurements indicated on drawings. Submit any difference to Architect for clarification before proceeding.

1.07 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the site during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.08 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.

1. Locate and conduct construction activities in ways that will limit disturbance to site.
 2. Work areas outside the building shall be confined to the limits of the construction site. The allotment of work areas within the site to the other Contractors and Subcontractors shall be made by the General Contractor. The general scheme of operations, work area assignments, and use of the job site shall be subject to the approval of the Architect and the Owner.
 3. Building Access: Uncontrolled or unrestricted access shall not be permitted through either an existing building or new building site for materials, debris, or equipment. All access routes and methods shall be controlled by the Contractor so as to minimize the disruption of the Owner's operations and shall be subject to approval of the Architect and the Owner.
 4. Doors, windows, lawn and landscaping, parking areas and sidewalks shall be properly protected to prevent damage thereto. Paved areas shall be protected from oil spills and abrasions if utilized for layout space, temporary parking or any other construction related activity. Paving surface shall be restored upon completion of its temporary use to a surface level and finish matching adjacent unused portions of paved surfaces. All painted markings on paved surfaces restored after temporary use. Wood members (2x12 framing members) or plywood sheathing panels shall be used to protect any turf area or landscaping bed where equipment is moved into position and temporarily positioned to facilitate construction operations.
- B. Arrange use of site and premises to allow:
1. Owner occupancy.
 2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces, other than what is indicated on the Drawings or in the Project Manual, may not be used for storage, unless written permission is granted by the Owner.
- E. Site Security: Full-time watchmen shall not be specifically required, but the Contractor shall provide inspection of site daily while the work is in progress and shall take whatever measures are necessary to secure the building from theft, vandalism, and unauthorized entry.
- F. Utility Outages and Shutdown:
1. Limit disruption of utility services to hours the site is unoccupied.
 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 3. Prevent accidental disruption of utility services to other facilities.

1.09 TEMPORARY CONSTRUCTION FACILITIES

- A. See Section 01 5000 - Temporary Facilities and Controls and 01 5100 - Temporary Utilities.
- B. The following temporary utilities and facilities on the construction site shall be provided by the party indicated below:
1. Telephone - Contractor provide Superintendent cell phone.
 2. Electricity - Owner will provide electrical power consisting of convenience outlets only.
 - a. Contractor to provide for any additional electrical service or generators for equipment and procedures.
 3. Water - Owner provide existing system; Contractor provide hoses equipped with nozzles.
 4. Toilets - Contractor provide portable toilets. Locate inside designated construction area and secured from public access.
 5. Parking spaces for identified contractor's vehicles - See Section 01 5000 - Temporary Facilities and Controls.
 6. Parking spaces for workmen - See Section 01 500 - Temporary Facilities and Controls.
 7. Dumpster Location - As agreed upon by Owner.

8. Storage areas and facilities - As agreed upon by Owner.

1.10 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.
- B. Section 00 7300 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.
- C. Section 01 2200 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.
- D. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in electronic format within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and no hard-copies of each Application for Payment.
- J. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 3. Partial release of liens from major subcontractors and vendors.
 - 4. Affidavits attesting to off-site stored products.
 - 5. Certified Payrolls.
- K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, Insurance, and Bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 2200
UNIT PRICES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.
- B. Document 00 4322 - Unit Prices Form: List of Unit Prices as supplement to Bid Form
- C. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.04 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.05 MEASUREMENT OF QUANTITIES

- A. Identify all locations and compute quantities. Locations will be verified by Architect.

1.06 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.

1.07 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.

1.08 SCHEDULE OF UNIT PRICES

- A. Item: 1; Installation of precast wall panel anchor attachment as shown on detail 5/A305 of the drawings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 2500 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 2113 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 00 4325 - Substitution Request Form - During Procurement: Required form for substitution requests made prior to award of contract (During procurement).

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
 - 1. Section 00 2113 - Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.

- B. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing the form in Section 00 4325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- B. PSC will **NOT** consider request for substitutions after Notice of Award except under one or more of the following conditions.
 - 1. Substitutions required for compliance with final interpretations of code requirements or insurance requirements.
 - 2. Unavailability of specified products, through no fault of Contractor.
 - 3. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
 - 4. Manufacturer/Fabricator refusal to certify or guarantee performance of specified product as specified.
 - 5. When a substitution would be substantially to Using Agency's best interest.
- C. Submit request for Substitution for Convenience within 14 days of discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
- D. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record.

END OF SECTION

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Requests for Interpretation (RFI) procedures.
- I. Submittal procedures.
 - 1. Verification of field dimensions
 - 2. Verify compliance with Contract Documents
 - 3. Certification review
 - 4. Transmit reviewed submittals to PSC.

1.02 RELATED REQUIREMENTS

- A. Section 01 6000 - Product Requirements: General product requirements.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award.
- B. Architect will schedule a meeting after Notice of Award.
- C. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- D. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.

3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract and Architect.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.04 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or

- system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare in a format and with content acceptable to Owner.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 2. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Discrete and consecutive RFI number, and descriptive subject/title.
 3. Issue date, and requested reply date.
 4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 5. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 6. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to

lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.

1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.05 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 1. Submit at the same time as the preliminary schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.06 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Design data.
 3. Shop drawings.
 4. Samples for selection.
 5. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.07 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Certificates.
 2. Test reports.
 3. Inspection reports.
 4. Manufacturer's instructions.
 5. Manufacturer's field reports.
 6. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.08 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.

- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
 - 1. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 - 2. Transmittal form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:
 - a. Project Name
 - b. Date
 - c. Name and address of PSC
 - d. Name of contractor
 - e. name of firm or entity that prepared submittal
 - f. Names of subcontractor, manufacturer, and supplier
 - g. Category and type of submittal
 - h. Submittal purpose and description
 - i. Specification Section number and title
 - j. Specification paragraph number of drawing designation and generic name of each of multiple items
 - k. Drawing number and detail references, as appropriate
 - l. Related physical samples submitted directly
 - m. Indication of full or partial submittal
 - n. Transmittal number, numbered consecutively
 - o. submittal and transmittal distribution record
 - p. Other necessary identification
 - q. Remarks
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.
- C. Resubmittals: Make resubmittals in same form and number of copies as initial submittal
 - 1. Note date and content fo previous submittal
 - 2. Note date and content fo revision in label or title block and clearly indicated extent of revision
 - 3. Resubmit submittals until they are marked "Reviewed", "Furnish as Corrected", "No Exception Taken" or "Make Corrections Noted".

3.10 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Transmit using approved form.
 - a. Use Contractor's form, subject to prior approval by Architect.
 4. All submittals must have a letter of transmittal attached to the first page of the submittal, including electronic submittals. Letters of transmittal shall include:
 - a. Project Name
 - b. Project Number
 - c. Submittal Division Number, as referenced in the Project Manual.
 - d. Submittal revision Number. Original Documented labeled as "R0" with each revision consecutively number "R1", "R2", etc.
 - e. Description of which is included. For example: Product Data, Samples, Shop Drawings, Manufacturers qualification, Field Reports, Warranty, Manufacturer's Installation Instructions, etc.
 5. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 6. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 7. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 8. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Deliver submittals to Architect at business address for physical samples or hard copies and to **submissions@rr-arch.com for electronic submittals**.
 9. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 10. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 11. Provide space for Contractor and Architect review stamps.
 12. When revised for resubmission, identify all changes made since previous submission.
 13. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 14. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 15. Submittals not requested will be recognized, and will be returned "Not Reviewed".
 16. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. PSC reserves the right to withhold on a submittal requiring coordination with other submittals until related submittals are received.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Submit concurrently with related shop drawing submittal.
 4. Do NOT submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.

2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Contractor's responsibility for errors, omissions, or deviation from Contract Documents in submittals is **NOT** relieved by PSC's review of submittals.
 - E. Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on PSC's receipt of submittal. No extension of the Contract time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - F. Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - G. Use for Construction: use only final submittals with marking indicating "Reviewed", "Furnish as Corrected" and initialed by PSC.
 - H. Samples Procedures:
 1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.11 SUBMITTAL REVIEW

- A. Except for Informational Submittals where no action and return of submittals is required, the PSC will review each submittal, mark to indicate the action taken, and return.
- B. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
 1. Not requiring resubmittal:
 - a. Reviewed: Indicates the submittals have been reviewed for general conformance with the design concept.
 - b. Furnish as Corrected: Indicates contractor shall make corrections as noted on submittal.
 2. Requiring resubmittal:
 - a. Incomplete: Resubmit: Indicates that an item(s) are missing from the submittal which was required by specifications. The entire submittal must be resubmitted.
 - b. Revise and Resubmit: Indicates the submittals to be revised and resubmitted for review prior to proceeding with the work or that submittal does not comply with Contract Documents.
 - c. (Re)Submit Specific Item: Indicates that an item is missing from the submittal which was required by the specifications. The submittal cannot be properly reviewed until all parts requested are submitted. Upon review and return of specific item(s) indicated, the remaining portions of the submittal will bear the action indicated on the stamp.
 - d. Rejected: Indicates the submittals do not comply with Contract Documents and are rejected.
 3. Submittals for Information:
 - a. Received: Indicates the submittal has been received. Any actions necessary will be handled through other appropriate project communication channels.
- C. Submittals for Information: Architect will not acknowledge receipt, and take no other action.
- D. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.

END OF SECTION

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**SECTION 01 4216
DEFINITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Demo (or Demolish): Remove, dismantle, raze, destroy, or wreck any building or structure or any part thereof, and dispose of unless otherwise noted.
- B. Existing to Remain: Designation for existing items that are not to be removed or demolished and that are not otherwise indicated to be salvaged or reinstalled.
- C. Furnish: To supply, deliver, unload, and inspect for damage.
- D. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- E. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- F. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- G. Provide: To furnish and install.
- H. Remove: Detach or dismantle items from existing construction and dispose of them off site unless otherwise noted to be salvaged or reinstalled.
- I. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- J. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- K. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Tree and Plant Protection Requirements
- F. Vehicular access and parking.
- G. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power, consisting of connection to existing facilities.
- B. Provide and pay for all electrical power and water required for construction purposes.
- C. Existing facilities may be used.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted unless otherwise authorized by Owner.
- C. Maintain daily in clean and sanitary condition.

1.04 BARRIERS & ENCLOSURES

- A. Use of Barriers & Enclosures: The Contractor shall furnish, erect and maintain temporary barriers, barricades, enclosures, and temporary construction fencing as required for the following:
 - 1. To protect the health and safety of occupants and general public from exposure to immediate physical harm as well as to noise, dust, and fumes.
 - 2. To protect new and pre-existing adjacent construction from exposure to physical damage, dust, dirt, and water.
 - 3. To provide security of valuable property.
- B. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- C. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- D. Provide protection for plants designated to remain. Replace damaged plants.
- E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- F. General Fabrication:
 - 1. Substantial Construction: Barriers and enclosures shall be of adequately substantial construction to serve their purpose without failure throughout the duration of their use.
 - 2. Materials may be new or used, suitable for intended purpose, but shall not violate requirements of applicable codes and standards.
 - 3. Rigid Fencing: The general public, as well as adjacent lawns and plantings, shall be protected from harm by the installation of continuous, durable, rigid fencing at the limit lines of each construction area.

4. Tree Protection: Existing trees that are adjacent to a construction site shall be protected from damage by the installation of durable, rigid 6 foot high fencing at the drip line of each tree.
- G. Basic Requirements:
1. Install facilities of a neat and reasonable uniform appearance, structurally adequate for required purposes.
 2. Install barriers and enclosures so as to not create new hazards such as tripping or protrusions that might be a source of safety concern to pedestrians or passers by.
 3. When necessary due to placement of barriers, establish reasonable alternative access and traffic control for vehicles and pedestrians.
 4. When barriers are in the public right of way or on adjacent private property, obtain construction easements / licensing agreements / permits for the use prior to placement of the barriers.
 5. Establish reasonable alternative access when necessary due to placement of barriers.
 6. Maintain barriers during entire construction period.
 7. Relocate barriers as required by progress of construction.

1.05 FENCING

- A. Rigid Fencing: The general public, as well as adjacent lawns and plantings, shall be protected from harm by the installation of continuous, durable, rigid fencing at the limit lines of each construction area.

1.06 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:
- C. Interior Closure & Security: When any existing door is removed, Contractor is to provide a temporary door for security.
- D. Paint surfaces exposed to view from Owner-occupied areas.

1.07 TREE AND PLANT PROTECTION REQUIREMENTS

- A. Preserve and protect existing trees and plants at site which are designed to remain, and those adjacent to site.
- B. Protect root zones of trees and plants:
1. Do not allow vehicular traffic or parking.
 2. Do not store materials or products.
 3. Prevent dumping of refuse or chemically injurious materials or liquids.
 4. Prevent puddling or continuous running water.
- C. Carefully supervise excavating, grading and filling, and subsequent construction operations, to prevent damage.
- D. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

1.08 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Existing parking areas may be used for construction parking. Parking to be confined to areas and times determined by Owner.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 ENGLISH UNITS

- A. All equipment, including pipe and fittings, shall be supplied in English units. The submittal of metric equivalents **only is not allowed**.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Containing asbestos.

2.03 PRODUCT OPTIONS

- A. BASIS OF DESIGN PRODUCT SPECIFICATIONS: A specification in which a specific manufacturer's product is named and accompanied by the words "Basis of Design", including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other

characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1. Where a Basis of Design product is specified, the project shall be assumed to have been designed to accommodate all the requirements of the Basis of Design product. Should the acceptable alternate product be used, the Contractor shall bear the cost of modifications which may be required to accommodate the alternate product.
 2. Modifications that may be required include but are not limited to:
 - a. Alterations due to physical size and weight of equipment.
 - b. Electrical power and grounding requirements.
 - c. Cabling, auxiliary equipment, and controls.
 - d. Water and sanitation requirements.
 - e. Heating, air-conditioning and ventilation requirements.
 3. The cost of modifications shall include the cost of re-engineering and revisions to drawings and specifications, as required. These costs shall be paid directly from the Contractor to the PSC.
- B. Manufactures: Subject to compliance with requirements, provide products by the manufacturers specified. Non-Basis of Design products which are listed by manufacturer name only may be considered for bid. By submitting a bid based on a non-basis of design product, the contractor acknowledges performance of a comprehensive review of the collateral impacts to themselves and to other trades. Contractor use of non-basis of design products shall not be the basis for additional time or costs to the Using Agency.
- C. Non-listed Products: Subject to compliance with requirements. Products not indicated within the Contract Documents shall not be used unless positively reviewed within a substitution request.
- D. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- E. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- F. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 EXECUTION REQUIREMENTS

- A. Products shall be of a commercial grade quality and procured for this project. Damaged, used, refurbished, and other products shall not be provided.
- B. In general, products shall not contain or produce materials that are known as hazardous, noxious, unpleasant, or harmful in nature. Contact the design team for clarification of materials required.
- C. Products scheduled or listed are indicated by manufacturer and model and not necessarily by complete model number. The contractor shall be responsible for providing the product indicated including the comprehensive requirements of the contract documents.
- D. Dimensions:
 1. Product selections indicated on project drawings are Basis of Design. Dimensions and other physical characteristics may slightly vary depending on manufacturer submitted. Such shall be fully coordinated with building, room layout, available space, and etc.
 2. Contractor and manufacturer shall verify that layout and dimensions of installed products allow adequate clearances for equipment access, pull space, door swings, maintenance,

etc. Such shall include coordination with other equipment and systems including structure, ductwork, piping, electrical, etc.

- E. Manufacturer requirements - in addition to the products and associated appurtenances indicated within the contract documents, provide additional appurtenances required for conformance with manufacturer requirements.
- F. Failure to comply with product requirements may result in product rejection and replacement at no additional time or costs to the Owner.

3.02 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.
- B. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period and the documents required.
- C. Substitutions will be considered when a product, through no fault of the Contractor, becomes unavailable or unsuitable due to regulatory change.
 - 1. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but no later than 14 days prior to time required for review and approval by Architect.
- D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required of the Work to be complete with no additional cost to Owner.
 - 4. Waivers claims for additional costs or time extension that may subsequently become apparent.
- F. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals, without separate written requests, or when acceptance will require revision to the Contract Documents.
- G. Substitution submittal Procedures (after contract award):
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. Architect will notify Contractor in writing of decision to accept or reject request.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
 - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Provide off-site storage and protection when site does not permit on-site storage or protection.
- H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- I. Comply with manufacturer's warranty conditions, if any.
- J. Do not store products directly on the ground.
- K. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- L. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- M. Prevent contact with material that may cause corrosion, discoloration, or staining.
- N. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- O. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- P. Do not inhibit use of:
 - 1. Fire exits.
 - 2. Parking.
- Q. Store combustible materials in accordance with specified regulations and away from non-combustible materials.

END OF SECTION

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cleaning and protection.
- D. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures.
- C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
- E. Section 01 7900 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections
- F. Section 07 8400 - Firestopping.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 PROJECT CONDITIONS

- A. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- B. Safety Requirements
 - 1. Standards: Maintain project in accord with following safety and insurance standards:
 - a. Federal and State regulations.
 - b. National Fire Protection Association (NFPA).
 - 2. Hazards Control:
 - a. Store volatile wastes in covered metal containers and remove from premises daily.
 - b. Prevent accumulation of wastes which create hazardous conditions.
 - c. Provide adequate ventilation during use of volatile or noxious substances.
 - 3. Conduct cleaning and disposal operations to comply with Federal and State anti-pollution laws.
 - a. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanity drains.
 - b. Do not dispose of wastes in streams or waterways.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

- B. Examine and verify specific conditions described in individual specification sections.
- C. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

3.03 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.04 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

3.05 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.06 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.07 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities. See Section 01 7800 - Closeout Submittals for closeout requirements.
 - 1. Provide copies to Architect.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

- F. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- G. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.
- H. Electronically package closeout documentation.

END OF SECTION

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**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Operation and maintenance data.
- B. Warranties and bonds.
- C. Electronic closeout package.

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions and 00 7300 - Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Approved submittals.
- B. Project contract directory.
- C. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- D. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

3.02 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

3.03 ELECTRONIC CLOSEOUT PACKAGE

- A. General: Provide a complete project closeout documentation package in electronic format. This package shall include:
 - 1. Table of Contents (main information with sub-titles identified.)
 - 2. Issued for Construction Plans, Specs , as built drawings, shop drawings, addenda.
 - 3. Project Record Documents (safety meetings minutes, Contractors meeting minutes, contracts, permits, field testing data etc.)
 - 4. Approved Submittals.
 - 5. Operation and Maintenance Manuals.
 - 6. Warranties and Bonds.
 - 7. Project Contact Directory.
 - 8. Copies of pay requests, change orders, lien waivers and certified payroll.
- B. The electronic Closeout Documentation shall be in Folder structure for storage and transfer of files. Contractor will provide the Owner or Owners Representative:
 - 1. Thumb drive capable for storing all required files.
 - 2. CD with capability for storage of all required files. Documents shall be identified as Champaign Co Jail Roof Replacement.
 - 3. In order to facilitate the Electronic closeout Documentation process. comply with the following procedures:
 - a. Format of documents: PDF electronic format for all documents.
 - b. Folder structure for storage and transfer of files.

END OF SECTION

**SECTION 07 0150.19
PREPARATION FOR RE-ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for entire new roofing system.
- B. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 07 5400 - Thermoplastic Membrane Roofing.

1.03 REFERENCE STANDARDS

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Attendees:
 - a. Architect.
 - b. Contractor.
 - c. Owner.
 - 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
 - a. Removal and installation schedule.
 - b. Necessary preparatory work.
 - c. Protection before, during, and after roofing system installation.
 - d. Removal of existing roofing system.
 - e. Installation of new roofing system.
 - f. Temporary roofing and daily terminations.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.07 FIELD CONDITIONS

- A. Existing Roofing System: ballasted EPDM roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Provide notice at least three days before starting activities that will affect normal building operations.
- E. Owner will occupy building areas directly below re-roofing area.
 - 1. Provide Owner with at least 48 hours written notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.
 - 2. Maintain access of Owner's personnel to corridors, existing walkways, and adjacent buildings.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Temporary Roofing Protection Materials:
 - 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

PART 3 EXECUTION

3.01 MATERIAL REMOVAL

3.02 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 07 5400 for additional requirements.

3.03 PROTECTION

- A. Provide protection of existing roofing system that is not having work performed on it.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
- C. Provide for surface drainage from sheeting to existing drainage facilities.

END OF SECTION

**SECTION 07 5400
THERMOPLASTIC MEMBRANE ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Adhered system with thermoplastic roofing membrane.
- B. Insulation, flat and tapered.
- C. Cover boards.
- D. Flashings.
- E. Roofing cant strips, stack boots, roofing expansion joints, and walkway pads.

1.02 REFERENCE STANDARDS

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2023a.
- B. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing; 2021.
- C. NRCA (RM) - The NRCA Roofing Manual; 2025.
- D. NRCA (WM) - The NRCA Waterproofing Manual; 2021.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, and surfacing.
- C. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, and paver layout.
- D. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- E. Installer's qualification statement.
- F. Specimen Warranty: For approval.
- G. Warranty Documentation:
 - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 2. Submit installer's written verification that installation complies with warranty conditions for waterproof membrane.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of this section with at least three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, unless otherwise indicated.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

- D. Protect foam insulation from direct exposure to sunlight.

1.07 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 100 degrees F.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.08 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Material Warranty: Provide membrane manufacturer's warranty agreeing to replace material that shows manufacturing defects within five years after installation.
- C. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
 - 1. Warranty Term: 20 years.
 - 2. For repair and replacement include costs of both material and labor in warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
 - 1. Carlisle SynTec Systems; Sure-Weld TPO: www.carlisle-syntec.com.
 - 2. Elevate; UltraPly TPO Membrane: www.holcimelevate.com.
 - 3. Johns Manville; JM TPO - 60 mil: www.jm.com.
 - 4. Versico Roofing Systems; VersiWeld TPO: www.versico.com.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Insulation:
 - 1. BASF Corporation; BASF Neopor GPS: www.neopor.basf.us.
 - 2. Carlisle SynTec Systems; SecurShield Insulation: www.carlisle-syntec.com.
 - 3. DuPont de Nemours, Inc; _____: building.dupont.com.
 - 4. Hunter Panels; _____: www.hunterpanels.com.
 - 5. Johns Manville; ENRGY 3 - Flat and Tapered: www.jm.com.
 - 6. Owens Corning Corporation: www.owenscorning.com.
 - 7. Versico Roofing Systems; SecurShield Insulation: www.versico.com.
 - 8. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ROOFING - UNBALLASTED APPLICATIONS

- A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over insulation.
- B. Acceptable Insulation Types - Constant Thickness Application:
 - 1. Single layer of polyisocyanurate board.
- C. Acceptable Insulation Types - Tapered Application:

2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
 - 1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, sheet contains reinforcing fabrics or scrim.
 - a. Thickness: 60 mil, 0.060 inch, minimum.
 - 2. Sheet Width:

- a. Adhered Application: Limit width to 120 inches, maximum, when ambient temperatures are less than 40 degrees F for extended period of time during installation.
- 3. Color: White.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.

2.04 COVER BOARDS

- A. Cover Boards: Faced, and with high compressive strength polyisocyanurate (ISO) insulation complying with ASTM C1289, and the following characteristics:
 - 1. Classifications:
 - a. Type II - Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
 - 1) Class 2 - faced with coated glass-fiber-mat facers on both major surfaces of core foam
 - 2) Compressive Strength: Grade 1, 109 psi.
 - 3) Thickness: 1/2 inch.
 - 2. Board Size: 48 by 48 inches.
 - 3. Board Thickness: 1/2 inch, maximum.

2.05 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 - 1. Classifications:
 - a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
 - 1) Class 2 - Faced with coated glass fiber mat facers on both major surfaces of the core foam.
 - 2) Compressive Strength: Classes 1-2-3, Grade 1, 16 psi (110 kPa), minimum.
 - 3) Thermal Resistance, R-value: At 1-1/2 inches thick; Class 1, Grades 1-2-3, 8.4 (1.48), minimum, at 75 degrees F.
 - 2. Board Size: 48 by 96 inches.
 - 3. Board Thickness: 1.0 inch.
 - 4. Board Edges: Square.

2.06 ACCESSORIES

- A. Roofing Expansion Joint Flashing: Sheet butyl.
- B. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- C. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self adhering.
- D. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
 - 1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.
- E. Membrane Adhesive: As recommended by membrane manufacturer.
- F. Insulation Adhesive: As recommended by insulation manufacturer.
- G. Strip Reglet Devices: Galvanized steel, maximum possible lengths per location, with attachment flanges.
- H. Sealants: As recommended by membrane manufacturer.
- I. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 - 1. Composition: Asphaltic with mineral granule surface or Roofing membrane manufacturer's standard.

2. Surface Color: White.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck surfaces are dry and free of snow or ice.
- C. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.02 INSTALLATION, GENERAL

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during cold or wet weather conditions.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.03 INSTALLATION - INSULATION, UNDER MEMBRANE

- A. Attachment of Insulation:
 1. Mechanically fasten first layer of insulation to deck in accordance with roofing manufacturer's instructions.
 2. Embed second layer of insulation into full bed of adhesive in accordance with roofing and insulation manufacturers' instructions.
- B. Cover Boards: Mechanically fasten cover boards in accordance with roofing manufacturer's instructions.
- C. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.
- D. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- E. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- F. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
- G. Do not install more insulation than can be covered with membrane in same day.

3.04 INSTALLATION - MEMBRANE

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive to substrate at rate of manufacture guidelines. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. At intersections with vertical surfaces:
 1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.
 2. Fully adhere flexible flashing over membrane and up to reglets.
 3. Insert flashing into reglets and secure.
- F. Around roof penetrations, seal flanges and flashings with flexible flashing.

- G. Install roofing expansion joints where indicated. Make joints watertight.
- H. Coordinate installation of roof drains and related flashings.

3.05 CLEANING

- A. See Section 01 7000 - Execution and Closeout Requirements for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

3.06 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

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**SECTION 07 7100
ROOF SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured roof specialties, including copings, fascias, and gravel stops.

1.02 REFERENCE STANDARDS

- A. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2022.
- B. NRCA (RM) - The NRCA Roofing Manual; 2025.

1.03 SUBMITTALS

- A. See Section 013323 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Manufacturer's Installation Instructions: Indicate special procedures, fasteners, supporting members, and perimeter conditions requiring special attention.

1.04 WARRANTY

- A. Provide a 2 year Contractor Installation Warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roof Edge Flashings and Copings:
 - 1. ATAS International, Inc: www.atas.com.
 - 2. Carlisle Syntec Systems: www.carlisesyntec.com.
 - 3. Elevate: www.holcimelevate.com
 - 4. Hickman Edge Systems: www.hickmanedgesystems.com.
 - 5. Johns Manville: www.jm.com
 - 6. Metal-Era Inc: www.metalera.com.
 - 7. Versico Roofing Systems: www.versico.com
 - 8. Substitutions: See Section 01 6000 - Product Requirements.

2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; corners welded; concealed fasteners.
 - 1. Configuration: Fascia, cant, and edge securement for roof membrane.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
 - 3. Exposed Face Height: 8 inches.
 - 4. Material: Formed aluminum sheet, 0.050 inch thick, minimum.
 - 5. Finish: 70 percent polyvinylidene fluoride (PVDF).
 - 6. Color: As selected by Architect from manufacturer's full range.
 - 7. Products:
 - a. Basis of Design: Carlisle; Secure Edge One Facia.
- B. Copings: Factory fabricated to sizes required; corners welded; concealed fasteners.
 - 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness, and finish as cap; concealed stainless steel fasteners.

2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
3. Wall Width: lower walls - 6 inches / upper wall 11 inches.
4. Outside Face Height: 8 inches.
5. Material: Formed aluminum sheet, 0.040 inch thick, minimum.
6. Finish: 70 percent polyvinylidene fluoride.
7. Color: As selected by Architect from manufacturer's full range.
8. Products:
 - a. Basis of Design: Carlisle; Secure Edge One Coping.

2.03 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
- B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Seal joints within components when required by component manufacturer.
- C. Anchor components securely.
- D. Coordinate installation of components of this section with installation of roofing membrane and base flashings.

END OF SECTION

**SECTION 07 7123
MANUFACTURED GUTTERS AND DOWNSPOUTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-finished aluminum gutters and downspouts.
- B. Splash pads

1.02 REFERENCE STANDARDS

- A. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- B. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Comply with SMACNA (ASMM) for sizing components for rainfall intensity determined by a storm occurrence of 1 in 5 years.
- B. Comply with applicable code for size and method of rain water discharge.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on prefabricated components.
- C. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Prevent contact with materials that could cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Gutters and Downspouts:
 - 1. ATAS International, Inc; Water Control System: www.atas.com.
 - 2. Carlisle Syntec Systems: www.carlisesyntec.com.
 - 3. Elevate: www.holcimelevate.com
 - 4. Hickman Edge Systems; _____: www.hickmanedgesystems.com.
 - 5. Metal-Era Inc: www.metalera.com
 - 6. Versico Roofing Systems: www.versico.com
 - 7. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIALS

- A. Pre-Finished Aluminum Sheet: ASTM B209/B209M; 0.05 inch thick.
 - 1. Finish: Plain, shop pre-coated with polyvinylidene fluoride (PVDF) coating.
 - 2. Color: To match fascia and coping.

2.03 COMPONENTS

- A. Gutters: SMACNA rectangular style profile.
 - 1. Basis of Design: Carlisle; Secure Edge WR Gutter
- B. Downspouts: SMACNA rectangular profile (Open).
- C. Anchors and Supports: Profiled to suit gutters and downspouts.
 - 1. Anchoring Devices: In accordance with SMACNA requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Brackets.

2.04 FABRICATION

- A. Form gutters and downspouts of profiles and size matching existing.

- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; seal watertight.

2.05 ACCESSORIES

- A. Splash Pads: Polyvinyl chloride (PVC), profile size(s) as indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that surfaces are ready to receive work.

3.02 INSTALLATION

- A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.

END OF SECTION