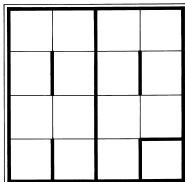


PROJECT MANUAL

**WILL COUNTY ENERGY CONSERVATION
IMPROVEMENTS
GREEN ROOF SYSTEM**

WILL COUNTY OFFICE BUILDING
WILL COUNTY, ILLINOIS
ARCHITECT'S PROJECT NO. R-1001E

MAY 7, 2010
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DOCUMENT 00020 - INVITATION TO BID

Sealed bids are invited by the County of Will for Will County Energy Conservation Improvements, Green Roof System, Will County Office Building, Will County, Illinois, in accordance with Bidding Documents prepared by Andrew R. Partak, Jr. AIA, Architect, 14141 W. Bruns Road, Manhattan, Illinois 60442.

A. CONTRACT TYPE:

1. Project will be constructed under a prime lump-sum contract.

B. TIME AND PLACE:

1. Bids for all Work will be received until 11:00 A.M., prevailing time, Monday, May 24th, 2010 at the Will County Office Building Purchasing Department located on the second floor at 302 N. Chicago Street, Joliet, Illinois 60432. Bids will be publicly opened and read aloud at that 11:10 A.M. in the County Board Room, Will County Office Building. Bids received after prescribed time will not be accepted and will be returned to Bidders unopened.

C. BIDDING DOCUMENTS:

1. Bidding Documents are available on and after Monday, May 10, 2010 and may be examined at the Will County Office Building subsequent to that time. These documents will also be on file and available for examination at the following locations: Contractor's Association of Will and Grundy Counties, 233 N. Springfield Avenue, Joliet, Illinois.
2. Prime Contract Bidders only may obtain a limit of three (3) complete sets of Bidding Documents at the Will County Office Building on or after above stated date by request.
3. Bid Documents will not be issued directly to Sub-bidders.
4. Requests for mailed sets of Bidding Documents should be forwarded to Rita Weiss, Purchasing Director, at rweiss@willcountyillinois.com.

D. MANDATORY PRE-BID MEETING:

1. A mandatory pre-bid meeting is scheduled for 9:00 A.M. prevailing time, on Thursday, May 13, 2010 at the Will County Office Building, 302 N. Chicago Street, Joliet, Illinois. The Owner will be represented and will discuss and provide information relevant to Project conditions, requirements and the Bidding/Contract Documents. Prime bidders and prospective subcontractors and material suppliers are invited to attend.

E. STIPULATIONS:

1. Bid security in the amount of ten percent (10%) of the Base Bid amount proposed, must accompany bids.
2. All Prime Bidders shall complete and submit Prime Contractor Certification Form 720ILCS 5/33E. Blank forms are provided as part of the Bid Form.

3. Selected Bidder will be required to provide a satisfactory Performance Bond and Labor & Material Payment Bond covering the full performance of the Contract.
4. Selected Bidder must assure that all persons employed by Bidder, and all applicants for such employment, will not be discriminated against because of their race, creed, color, sex or national origin.
5. Selected Bidder must comply with the Will County Purchasing Ordinance (Section 1-201 (34)).
6. All laborers, mechanics and other workmen employed on this project shall be paid no less than the prevailing hourly wage rate determined by the Illinois Department of Labor.
7. Owner is required to let the contract to the lowest responsible bidder and reserves the right to reject any or all bids and to waive any non-material irregularity in the bid.
8. Selected Bidder must assure that all materials used in this project comply with the Buy American provision of the American Recovery and Reinvestment Act of 2009 as described in the Notice dated December 17, 2009 attached to the bid form.
9. All Bidders must provide a D-U-N-S Number for their Company as indicated on the Bid Form.
10. Selected Bidder must comply with all requirements of the Freedom of Information Act 5 ILCS 140/1 et seq. particularly section 5 ILCS 140/7(2).

By: Rita Weiss, Purchasing Director
County of Will

Date: May 7, 2010

END OF DOCUMENT 00020

DOCUMENT 00100 - INSTRUCTIONS TO BIDDERS

A. DEFINITIONS:

1. Bidding Documents: Consist of Invitation to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and Contract Documents including duly issued Addenda.
2. Contract Documents: As defined in the General Conditions.
3. Addenda: Written or graphic instructions issued by Architect prior to enactment of Construction Contract which modify Bidding Documents.
4. Bid: Properly executed proposal to perform the Work or designated portion thereof, for remuneration as stipulated therein, submitted in accordance with the conditions and requirements of the Bidding Documents.
5. Base Bid(s): Stipulated amount stated in Bid and described in the Bidding Documents as the base amount to which amounts may be added for additional work or from which amounts may be deducted for deducted work in accordance with described Alternate Work.
6. Alternate Bid (or Alternate) [If Any]: Stipulated amount stated in Bid to be added to the Base Bid for additive Alternate Work or deducted from the Base Bid for deductive Alternate Work.
7. Unit Price: Stipulated amount stated in Base Bid as a price per unit of measurement for materials and for services as defined in Bidding Documents and which is to be utilized for calculating Change Order amounts for additional or deducted work utilizing such materials and/or services.
8. Bidder: Person or entity who submits Bid.
9. Sub-bidder: Person or entity who submits a bid to a Bidder for materials and/or services for a portion of the Work.
10. The definitions set forth in the General Conditions and the Supplementary conditions are applicable to terms utilized throughout the Bidding Documents.

B. BIDDER'S REPRESENTATIONS:

1. Submission of Bid represents that Bidder:
 - a. Has thoroughly examined and studied the Bidding Documents and fully understands the conditions and requirements thereof.
 - b. Has examined the premises of the Work, has fully investigated local conditions attendant to the Work, including applicable codes, laws and regulations, and fully understands all such conditions and has correlated such conditions with the meaning, intent and requirements of the Bidding Documents.
 - c. Has prepared and submitted Bid in full accordance with the requirements and conditions of the Bidding Documents.

C. BIDDING DOCUMENTS:

1. AVAILABILITY

- a. Copies of Bidding Documents will be issued to prospective prime bidders and will be available for examination at the Will County Office Building and at plan rooms for the use of prospective sub-bidders, as set forth in the Invitation to Bid.

2. INTERPRETATIONS/CORRECTIONS

- a. Prospective bidders and sub-bidders are requested to promptly notify Architect of any observed ambiguities, discrepancies and errors in the Bidding Documents and any inconsistencies between these documents with site and local conditions.
- b. Prospective bidders and sub-bidders requiring clarifications or interpretations of the Bidding Documents shall make requests for such, as soon as possible, but in no case less than five (5) days prior to bid date.
- c. Required interpretations, clarifications, corrections or modifications of the Bidding Documents will be made by Addendum. Such information provided in any other manner will not be binding upon the Architect or the Owner.

3. SUBSTITUTIONS:

- a. Materials, products and equipment indicated or specified in the Bidding Documents establish a standard of quality with which proposed substitutions must comply.
- b. Requests for substitutions, with supporting evidence that proposed substitute complies with quality standards set forth, must be received by the Architect not less than seven (7) days prior to bid date in order to be considered. Approved substitutes will be included in the Bidding Documents by Addendum. Architect's decision regarding approval or disapproval of proposed substitutes is final.
- c. No substitutes will be considered subsequent to receipt of bids except as specifically provided for the Contract Documents.

4. ADDENDA:

- a. Addenda will be transmitted to all holders of Bidding Documents of record and will be available for inspection wherever documents are on file. Bidders are cautioned to ascertain that they have received all issued Addenda and to acknowledge so in the spaces provided on the Bid Form.

D. BIDDING PROCEDURE:

1. FORM/SUBMISSION

- a. Bids are to be submitted in duplicate on forms provided by Architect with all appropriate blanks filled in by typewriter or manually with ink. Failure of Bidder to fully and properly fill in all appropriate blanks provided will be cause for rejection of Bid(s). All erasures, interlineations, strikeouts or alterations must be initialed by signer. Figures must be expressed both in numerals and in words. If worded figures are in conflict with numerals, worded figures will govern. Type the words "NO BID" if not bidding required multiple base bids.
- b. Bids must bear legal name of Bidder and statement indicating whether Bidder is sole proprietor, partnership, corporation or other entity and must be signed by person(s) legally authorized to bind Bidder to a contract.
- c. Bids, accompanied by required bid security and other required documents, if any, must be submitted in a sealed opaque envelope addressed to the party receiving bids. The envelope shall further be identified with Project name, name and address of Bidder, designated portion of Work for which Bid is submitted, and further identified as "SEALED BID".
- d. Bids must be deposited at designated bid receiving location prior to time stated in the Invitation to Bid for receipt of Bids. Bidder bears full responsibility for timely delivery of Bid at designated location.

2. MODIFICATION/WITHDRAWAL

- a. Prior to the time designated for receipt of Bids, any Bid may be withdrawn, in person, by individual holding authority to do so by Bidder. Such withdrawn Bids may be resubmitted prior to the designated time for receipt of Bids provided that they are then in conformance with these instructions.
- b. No Bid may be withdrawn, modified or canceled for sixty (60) days subsequent to the designated time for receipt of Bids.
- c. Notification of Owner's rejection of Bids automatically nullifies such Bids. Enactment of a Contract between Owner and a Bidder automatically nullifies the Bids of all other Bidders. In either case, Bid securities will promptly be returned to Bidders.

3. BID SECURITY

- a. Bid security, in the amount stipulated in the Invitation to Bid, payable to the Owner, and in the form of a certified check, bank draft or bid bond must accompany bids. Such security will be considered a pledge that Bidder will enter into a Contract on the terms stated in Bid and will, if required by these Bidding Documents, furnish bonds covering the full performance of the Contract and full payment of all obligations arising therefrom. Should Bidder, if selected, refuse to enter into Contract or fail to provide satisfactory bonds, bid security will be forfeited to Owner as liquidated damages, not as a penalty. Bid security will not be forfeited in the event that the Owner fails to enter into a Contract.
- b. Bid securities will be returned to Bidders as soon as practical. Owner reserves the right, however, to retain bid securities of all Bidders to whom contract award is being considered

until: (1) Contract has been executed; (2) Sixty [60] days after bid date; or (3) All bids have been rejected, whichever is sooner.

- c. Separate bid security shall be provided with each base bid submitted. Form of separate bid security shall be as previously stated.

4. PRIME CONTRACTOR CERTIFICATE

- a. A completed Prime Contractor Certification (Form 720ILCS 5/33E) must accompany bids. A blank form is provided as part of the Bid Form.

E. CONSIDERATION OF BIDS:

1. OPENING:

- a. Bids will be publicly opened as stated in the Invitation to Bid. Bids will be read aloud as stated in the Invitation to Bid and all Bidders will be provided with a tabulation of all Bids received as soon as practicable. Bidders will be notified of final disposition of Bids as soon as practical.

2. REJECTION:

- a. The Owner has the right to reject all Bids and to reject any Bid not properly conforming to the requirements of these Bidding Documents. The Owner further has the right to waive any non-material irregularities in the Bids or bidding procedures.

F. ACCEPTANCE OF BID(S) (AWARD OF CONTRACT):

- 1. The Owner intends to award Contract(s) based upon lowest Bid(s), properly submitted, commensurate with construction funds available.

G. PERFORMANCE BOND/LABOR AND MATERIAL PAYMENT BOND

1. REQUIREMENTS:

- a. Prior to execution of Contract, selected Bidder(s) shall furnish Performance and Labor and Material Payment Bond(s) as set forth in the Will County Purchasing Ordinance guaranteeing faithful and complete performance of the Contract(s) and the full payment of all obligations resulting therefrom, including those of Subcontractors. Said bonds must carry stipulation that, in event of conflict between the terms and provisions set forth in the bond(s) and the terms and provisions of the Bidding/Contract Documents, the terms and provisions of the Bidding/Contract Documents shall prevail. Bond(s) may be secured from Bidders selected source, the cost of which is to be included in the Base Bid. The Owner reserves the right to reject selected Bidder's source of bond(s) and to require bond(s) to be provided by a source acceptable to the Owner. In such a case, any cost differential therefore shall be adjusted in the Contract price.

2. FORM/TIME OF DELIVERY:

- a. Bonds shall be submitted in a form acceptable to the Owner and shall be delivered to the Owner at time of enactment of Contract.

H. OWNER - CONTRACTOR AGREEMENT:

1. FORM:

- a. Form of Owner - Contractor Agreement for the Work will be AIA Document A101, Standard Form of Agreement Between Owner and Contractor, as approved by Attorneys for Owner and Contractor where the basis of payment is a Stipulated Sum.

END OF DOCUMENT 00100

DOCUMENT 00310 - BID FORM

TO: County of Will
302 N. Chicago Street
Joliet, Illinois

FOR: **Will County Energy Conservation Improvements**
Green Roof System
Will County Office Building
Will County, Illinois
Architect's Project No. R1001E

FROM: _____

The undersigned, having examined the premises of the Work and being fully aware of existing conditions affecting the cost of the Work, including applicable codes, regulations and statutes, and, having completely and fully examined the Bidding Documents for the subject project and having full knowledge of the conditions and requirements thereof, proposes to perform the Work, or portions thereof as indicated, in full compliance with the conditions and requirements of the Bidding Documents as follows:

A. **BASE BID - Green Roof System:** Bidder agrees to perform all work associated with Green Roof System, shown or specified in the Construction Documents, for the sum of:

_____ Dollars (\$_____)

B. **ADDENDUM RECEIPT:** Receipt of the following Addenda to the Bidding Documents and Attachments is hereby acknowledged:

No.____, dated _____; No.____, dated _____;

C. **BID SECURITY:** Bid Security, in the amount of ten percent (10%) of the Base Bid amount, in the form of _____(bid bond, certified check or cashier's check), as required by the Bidding Documents, is submitted herewith, with each bid.

1. It is understood and agreed that, if selected, should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security, (Performance and Payment Bonds acceptable to the Owner), within the specified time and manner, the bid deposit shall be retained by the Owner as liquidated damages but not as a penalty. As it is impossible to determine precisely the exact amount of damages the Owner will sustain in such instance, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

D. **PRIME CONTRACTOR CERTIFICATION:** A completed Prime Contractor Certification (Form 720ILCS 5/33E), as required by the bidding documents, is submitted with this bid.

E. **D-U-N-S NUMBER:** The Bidder's D-U-N-S number is required for this project. One can be obtained at www.dnb.com.

Bidder's D-U-N-S Number _____.

F. **STIPULATIONS:** The undersigned agrees to the following stipulations:

1. That this Bid shall be valid for a period of sixty (60) days after Bid Date.
2. That, if selected, will enter into an Agreement based upon this Bid and to submit a Performance Bond and Labor and Material Payment Bond and Certificates of Insurance within ten (10) days of receipt of notice of award.
3. That, if selected, certifies that he has not been barred from bidding on the contract as a result of a violation of either Section 33E-3, Bid-Rigging, or 33E-4, Bid Rotating, of Article 33E of Chapter 720 of the Illinois Compiled Statutes.
4. That, if selected, certifies that he complies with the Will County Purchasing Ordinance (Section 1-201 (34)).
5. **That, if selected, shall substantially complete Project by _____.**
6. Selected Bidder must assure that all materials used in this project comply with the Buy American provision of the American Recovery and Reinvestment Act of 2009 as described in the Notice dated December 17, 2009 attached hereto.
7. That, if selected, certifies that he shall comply with all requirements of the Freedom of Information Act 5 ILCS 140/1 et seq. particularly section 5 ILCS 140/7(2).

By: _____ Title _____
Printed Name of Signer

_____ Date _____
Signature

(_____) _____
Telephone

ATTEST (If a Corporation)

(SEAL)

TITLE

END OF DOCUMENT 00310

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Bidder

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Bidder

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.



Department of Energy
Washington, DC 20585

PROJECTS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND ADMINISTERED BY THE OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY NOTICE

EFFECTIVE DATE: December 17, 2009

SUBJECT: GUIDANCE ON THE BUY AMERICAN PROVISIONS AS APPLIED TO ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 AND ADMINISTERED BY THE OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY

PURPOSE: Provides guidance to financial assistance recipients regarding Buy American Recovery Act provisions under projects funded by the American Recovery and Reinvestment Act of 2009 and administered by the Office of Energy Efficiency and Renewable Energy (EERE).

As of the date of this letter the Department of Energy (DOE) has not issued any category waivers or any waivers for a particular project. If DOE issues any waivers to the Buy American Recovery Act provisions, they will be published in the *Federal Register* and otherwise made available through the DOE website and Project and Contracting Officers.

SCOPE: The provisions of this guidance apply to all recipients, sub-recipients and contractors working on projects using Recovery Act funding. The Buy American Recovery Act provisions only apply to projects funded under the Recovery Act for the construction, alteration, maintenance or repair of a public building or public work. The guidance below is designed to help applicants and recipients determine if their Recovery Act funded project is for the construction, alteration, maintenance or repair of a public building or public work¹.

GUIDANCE: The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI), provides that, subject to three listed exceptions, none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the

¹ For example, if Recovery Act funded projects under the State Energy Efficient Appliance Rebate Program (SEEARP) are not for the construction, alteration, maintenance or repair of a public building or public work, the Buy American Recovery Act provisions would not apply.

United States. The law also requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements.

Definitions:

An alteration is defined as a limited construction project for an existing building that comprises the modification or replacement of one or a number of existing building systems or components. Alteration means remodeling, improving, extending, or making other changes to a facility, exclusive of maintenance repairs that are preventive in nature. The term includes planning, engineering, architectural work, and other similar actions.

Public building or public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Indian tribes are also considered governmental entities for the purpose of defining “public building or public work” and are therefore subject to the Buy American provisions of the Recovery Act.

A manufactured good is defined as a good brought to the construction site for incorporation into the public building or work that has been processed into a specific form and shape or combined with other materials to create a material that has a different property than the individual raw materials. For example, trees cut down to a 2x4 lumber used to frame a structure would be subject to the Recovery Act Buy American provisions. Similarly, copper piping used to plumb a building would be covered. Other types of manufactured goods that are attached to or fixed to real property (fixtures) are also subject to the provision. Each item must be reviewed separately by DOE to make this determination.

There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States. (See 2 CFR 176.70(a)(2)(ii).

Determining whether the Buy American provisions under the Recovery Act apply to a particular project will depend on the specific details of an applicant/recipient's project. Once it is determined that the project is for the construction, alteration, maintenance or repair of a public building or public work, then all of the iron, steel and manufactured goods used in the project must be produced in the United States unless one of the three listed exceptions applies and DOE issues a waiver, or a recipient can legally avail itself of the U.S.'s obligations under international agreements.

RECOVERY ACT EXCEPTIONS TO SECTION 1605: The Recovery Act provides three exceptions.

1. The first exception is that applying the Buy American Recovery Act provisions would be inconsistent with the public interest.

The definition of “inconsistent with public interest” shall be interpreted by DOE on a case-by-case basis when considering waiver requests.

2. The second exception is that the iron, steel and relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (“Nonavailability”).

The definitions of “sufficient and reasonably available quantities” and “of a satisfactory quality” shall be interpreted by DOE on a case-by-case basis when considering waiver requests. Applicants and recipients who would like to request a waiver of the Buy American requirements for their project based on its nonavailability, should prepare their request in accordance with the instructions provided in CFR 176.140(c), and summarized below.

3. The third exception is that the inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent (“Unreasonable Cost”).

The definitions of “sufficient and reasonably available quantities” and “of a satisfactory quality” shall be interpreted by DOE on a case-by-case basis when considering waiver requests.

Applicants and recipients who would like to request a waiver of the Buy American requirements for their project based on unreasonable cost, should prepare their request in accordance with the instructions provided in CFR 176.140(c) and (d) and 176.160(c) and (d), summarized below.

RECOVERY ACT BUY AMERICAN REQUIREMENTS FOR INFORMATION NEEDED FROM FINANCIAL ASSISTANCE APPLICANTS/RECIPIENTS FOR WAIVER REQUESTS BASED ON UNREASONABLE COST OR

NONAVAILABILITY: This section provides specific guidance on the unreasonable cost and nonavailability exceptions. This section does not cover requirements for the public interest exception because there are no statutory or regulatory standards for seeking or granting such a request. DOE will consider all requests for a waiver based on public interest on a case-by-case basis.

Applicants and recipients who would like to request a waiver of the Buy American requirements for their project based on unreasonable cost or nonavailability should prepare their request in accordance with the instructions below. Requests for waivers

based on unreasonable cost or nonavailability should be submitted to the DOE award official, who is the Project Officer assigned to the award in the Award Assistance Agreement. If a Project Officer has not been assigned at the time of the request submission, the request should be submitted to the Contracting Officer for the program under which the award is anticipated. In order to identify the name of the responsible Contracting Officer, applicants should contact the Point of Contact for the Department listed in the Funding Opportunity Announcement (FOA). The Project Officer or Contracting Officer will work with the Buy American coordinator at DOE Headquarters to determine whether to recommend approval of an application for a waiver to the Assistant Secretary of Energy for Energy Efficiency and Renewable Energy.

Certain items have already been determined to be domestically nonavailable on a class basis. They are listed at [48 C.F.R. 25.104\(a\)](#). If a request includes such items, the applicant should indicate which items are on this list in the request.

General: This information is required for all requests for waivers of the Buy American requirements of the Recovery Act for financial assistance. [Section 1605 of the Recovery Act and 2 CFR [176.140\(c\)](#) & [176.160\(c\)](#)]

- Description of foreign and domestic construction materials—[See 2 CFR [176.140\(c\)\(A\)](#) & [.160\(c\)\(A\)](#)]
- Unit of measure—[See 2 CFR [176.140\(c\)\(B\)](#) & [.160\(c\)\(B\)](#)]
- Quantity—[See 2 CFR [176.140\(c\)\(C\)](#) & [.160\(c\)\(C\)](#)]
- Cost—[See 2 CFR [176.140\(c\)\(D\)](#) & [.160\(c\)\(D\)](#)]
- Price/Time of delivery or availability—[See 2 CFR [176.140\(c\)\(E\)](#) & [.160\(c\)\(E\)](#)]
- Location of construction project—[See 2 CFR [176.140\(c\)\(F\)](#) & [.160\(c\)\(F\)](#)]
- Name and address of proposed supplier—[See 2 CFR [176.140\(c\)\(G\)](#) & [.160\(c\)\(G\)](#)]
- Detailed justification for the use of foreign construction materials—[See 2 CFR [176.140\(c\)\(H\)](#) & [.160\(c\)\(H\)](#)]
- Assistance recipient made good faith effort to solicit bids for domestic construction materials/manufactured goods as demonstrated by language in requests for proposals, contracts, and communications w/prime contractor [Section 1605 of the Recovery Act]

Unreasonable Cost: This section lists categories of information required for waivers based on unreasonable cost of domestic construction materials or manufactured goods. The cost of domestic iron, steel, and/or manufactured goods used in the project is

unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent. If an applicant is requesting a waiver based on unreasonable cost of domestic construction materials or manufactured goods, the request should include the following information. [See 2 CFR 176.140(b)(3)(i) & 176.140(d)]

If an item on this list is not relevant to the request, please explain the reason for this in the request.

- Price comparison worksheet
- Relevant excerpts from the bid documents used by the contractors to complete the price comparison worksheet
- Supporting documentation indicating the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers

Nonavailability: This section lists categories of information required for waivers based on nonavailability. Nonavailability means that the iron, steel, and/or manufactured good is not produced or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. If an applicant is requesting a waiver based on nonavailability, the following documentation is necessary to demonstrate the available quantity and or quality of the material for which the waiver is requested [See 2 C.F.R. 176.140(b)(3)(ii)]. If an item on this list is not relevant to the request, please explain the reason for this in the request.

- Supplier information or pricing information from a reputable supplier of domestic supplies indicating availability/delivery date for materials
- Documentation of assistance recipient's efforts to find available domestic sources such as a description of the process for identifying suppliers and a list of contacted suppliers
- Project schedule (timeline)
- Relevant excerpts from project plans, qualifications, and permits indicating the required quantity and quality of construction materials
- Statement from the prime contractor confirming the non-availability of domestic construction materials for which the waiver is sought

U.S. OBLIGATIONS UNDER INTERNATIONAL AGREEMENTS: If a recipient can legally avail itself of the U.S.'s obligations under international agreements, it is possible that the iron, steel or manufactured good can be treated as domestic. This

obligation only applies to projects with an estimated value of \$7.4M or more and to projects that are not specifically excluded from the application of those agreements.

If the applicant or recipient is covered by an international agreement [Appendix to Subpart B of 2 C.F.R. 176], and, under the applicable conditions of that international agreement, the iron, steel, and/or manufactured goods are treated the same as domestic products, no waiver is needed to utilize those products.

Eligible recipients, entities covered, and relevant international agreements are listed in the Appendix to Subpart B of 2 CFR 176. Recipients should consult their own legal counsel to determine compliance with the international agreements. DOE is not authorized to determine compliance with the international agreements. Recipients should document their files with evidence of compliance with the international agreements to comply with audit requirements.

It is important to note, as the Appendix indicates, many states have exceptions to the trade agreements depending upon the items to be purchased or the state sub-entity making the purchase. Determining whether an international agreement applies is a complicated task. As such, recipients should consult their legal counsel for assistance in determining whether or not an international agreement applies in their particular case.

LATE REQUESTS: Late requests are defined as requests submitted after the recipient obligates the Recovery Act funds. If the recipient submits a late request for a determination regarding the inapplicability of section 1605 of the Recovery Act (Buy American) after obligating Recovery Act funds (e.g. after the signing of a construction contract), the recipient must also include an explanation of why the request was submitted at that late date. Specifically, the recipient must explain why it could not request the determination before making the obligation or why the need for such determination was not reasonably foreseeable. If the late request is based on lack of reasonably foreseeable circumstances, the recipient should provide sufficient documentation to establish the circumstance were unforeseeable.

CONCLUSION: As stated in the Terms and Conditions of award, recipients must comply with the Buy American Provisions of the American Recovery and Reinvestment Act. This guidance aims to clarify Buy American Recovery Act provisions. Buy American Recovery Act provisions only apply to funds used for a project for the construction, alteration, maintenance or repair of a public building or public work. Determining whether the Buy American provisions under the Recovery Act apply to a particular project will depend on the specific details of an applicant/recipient's project. Once it is determined that the project is for the construction, alteration, maintenance or repair of a public building or public work, then all of the iron, steel and manufactured goods used in the project must be produced in the United States unless one of the three listed exceptions applies and DOE issues a waiver, or a recipient can legally avail itself of the U.S.'s obligations under international agreements As of the date of this letter the

Department of Energy (DOE) has not issued any category waivers or any waivers for a particular project.

Applicants and recipients who have questions about the Buy American Recovery Act requirements as it applies to an award made or pending to them from a program within the DOE's Office of Energy Efficiency and Renewable Energy should submit them to this e-mail box: buyamerican@ee.doe.gov. Applicants and recipients who want to submit a request for a waiver should submit them to their Project or Contracting Officer, who will work with the Buy American coordinator at DOE Headquarters to process the waivers in a timely fashion.

Additional guidance is contained in the **Department of Energy Acquisition and Financial Assistance Guide for the American Recovery and Reinvestment Act of 2009**, located at: http://management.energy.gov/policy_guidance/1672.htm

A handwritten signature in blue ink, appearing to read 'Cathy Zoi', is positioned above the printed name.

Cathy Zoi
Assistant Secretary for Energy Efficiency and Renewable Energy
U.S. Department of Energy

DOCUMENT 00700 - GENERAL CONDITIONS

A. REFERENCED DOCUMENT

1. The GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A201, 1997 edition, is hereby made a part of these Bidding/Contract Documents to the same extent as if set forth herein in its entirety. Copies of this document are available for examination at the Architect's office and may be obtained from the American Institute of Architects, 1735 New York Ave., N.W., Washington, D. C., 20006.
2. Referenced document is referred to elsewhere in the Bidding/Contract Documents as the "General Conditions".
3. These General Conditions are modified by Section 00800, Supplementary Conditions.
4. Certain provisions of the General Conditions are augmented by specific information and requirements set forth in other parts of the Bidding and Contract Requirements and Division 1 of the Specifications.

END OF DOCUMENT 00700

DOCUMENT 00800 - SUPPLEMENTARY CONDITIONS

A. DESCRIPTION

The following supplements modify, change, delete from or add to the General Conditions (1997 Edition) as referenced. Modification of any Article, or modification or deletion of any paragraph, subparagraph, sentence or clause thereof does not negate or change the full meaning and effect of unmodified and undeleted portions of such Articles, paragraphs, subparagraphs, sentences and clauses.

All provisions of the General Conditions not supplemented herein remain in full effect.

B. SUPPLEMENTS

1. ARTICLE 1 - GENERAL PROVISIONS

Add the following Subparagraph 1.2.4 to 1.2: "1.2.4: In the event that any provisions stated herein are in conflict with those stated in the General Conditions, those stated herein shall take precedence."

2. ARTICLE 2 - OWNER

Add the following Subparagraph 2.1.1.1 to 2.1.1: "2.1.1.1: The only authorized representatives of the Owner for the execution of written documents will be designated and identified upon enactment of the Owner-Contractor Agreement."

Subparagraph 2.1.2: Delete all text following the first sentence.

Add the following at the end of Subparagraph 2.2.2: ";; provided, however, that any approvals, easements, assessments, and charges required in connection with Contractor's construction means, methods, techniques, sequences or procedures are solely the responsibility of Contractor, regardless of availability of any other construction means, methods, techniques, sequences, or procedures."

Modify Subparagraph 2.3.1 as follows: In second line of subparagraph, delete the word "persistently." Add the following at the end of subparagraph: "This right shall be in addition to and not in restriction of derogation of the Owner's rights under Article 14 thereof."

Delete the following sentence from Subparagraph 2.4.1: "Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect."

3. ARTICLE 3 - CONTRACTOR

Add the following to paragraph 3.4.1: "3.4.1.1: In the employment of labor and use of labor, the Contractor(s) shall conform to the following Acts:

- a. Illinois Prevailing Wage Act (820 ILCS 130/), which provides in part, that the Contractor(s), Subcontractors, etc., shall pay to all laborers, workmen and

mechanics performing work under the Contract, not less than the prevailing rate of wages determined by the Illinois Department of Labor.

- b. Will County Purchasing Ordinance (Section 1-2-1 (34), effective May 1, 2001 which reads as follows:

“Responsible bidder for construction contracts means a bidder who meets all of the following applicable criteria, and submits evidence of such compliance:

- A. All applicable laws prerequisite to doing business in Illinois.
- B. Evidence of compliance with
 - 1. Federal Employer Tax Identification Number of Social Security Number (for individuals).
 - 2. Provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).
- C. Certificates of insurance indicating the following coverages: general liability, workers’ compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability.
- D. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades as covered in the act.
- E. Participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training.”

Add the following to Subparagraph 3.4.3: "The Contractor shall be responsible for any damages to property or injuries to persons caused by the failure of Contractor's employees to comply with the rules, regulations, and policies of the Owner."

Add the following to Subparagraph 3.6.1: "This project is exempt from State Sales Tax, Federal Excise Tax, and the cost of a Municipal Building Permit(s)."

Add the following to Subparagraph 3.7.1: At the end of second line of subparagraph, add the words "approvals, other than those required by the Illinois Life Safety Code,".

Delete Subparagraph 3.7.3 in its entirety.

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

Add the following as paragraph 3.18.4: "Contractor's indemnity obligations hereunder shall, but not by way of limitation, specifically include all claims and judgments which may be made against the indemnities under federal or state law or the law of other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or contractor's employees' method of execution of the work."

4. ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

Modify Subparagraph 4.1.2 as follows: In last line of subparagraph, delete the word "Contractor".

Modify Subparagraph 4.1.3 as follows: Delete the words "against whom the Contractor makes no reasonable objection and".

At the end of Subparagraph 4.2.9 after the word "documents", add the following: "and approval of the Owner."

Delete all text following the first sentence in Subparagraph 4.2.12.

Delete Paragraph 4.3 in its entirety.

Delete Paragraph 4.4 in its entirety.

Delete Paragraph 4.5 in its entirety.

Delete Paragraph 4.6 in its entirety.

5. ARTICLE 8 - TIME

In Subparagraph 8.3.1, at line 6, delete the word "Architect" and replace it with the word "Owner"; at line 7, delete the word "Architect" and replace it with the word "Owner".

Add the following subparagraphs to Subparagraph 8.3.1: "8.3.1.1 No such extension of time shall be made for any delay unless the Contractor, within 3 days after the beginning of the delay, shall have informed the Owner in writing of the nature of the delay, its cause, and its estimated duration. The Owner will ascertain the facts regarding the delay and notify the Contractor within a reasonable time of its decision in the matter."

"8.3.1.2 No claim for damage or any claim other than for extension of time as herein provided shall be made or asserted against the Owner by reason of any delays caused by the reasons hereinabove mentioned."

Delete Subparagraph 8.3.2 in its entirety.

Delete Subparagraph 8.3.3 in its entirety.

6. ARTICLE 9 - PAYMENTS AND COMPLETION

Add the following to Subparagraph 9.3.2: "The Owner shall have no responsibility or

liability to the Contractor for the safekeeping of materials and equipment stored at the site or off the site."

Modify Subparagraph 9.4.2 as follows: Delete Clause "(3)".

Add the following to Subparagraph 9.6.1: "Payment shall be made in accordance with the provisions of the *Illinois Governmental Prompt Payment Act* and interest shall be paid on unpaid sums as provided therein."

Add the following Subparagraphs to 9.6.1: "9.6.1.1: Until Substantial Completion, the Owner will pay ninety (90) percent of the amount due the Contractor on account of progress payments.

"9.6.1.2: Payments To Subcontractors By The Owner: If the Owner fails to approve an Application for Payment for a cause which the Owner determines is the fault of the Contractor and not the fault of a particular Subcontractor, or if the Contractor fails to make a payment which is properly due to a particular Subcontractor, the Owner may pay such Subcontractor directly, less the amount of the retained under his Subcontract. Any amount so paid by the Owner shall be repaid to the Owner by the Contractor in the manner set forth in Paragraph 2.4.

.1 The Owner shall have no obligation to pay, or to see to the payment of, any monies to any Subcontractor. Nothing contained in Paragraph 5.3 shall be deemed to create any contractual relationship between the Owner and any Subcontractor against the Owner."

Delete Subparagraph 9.7.1 in its entirety.

7. ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Delete Subparagraphs 10.1.2, 10.1.3 and 10.1.4 in their entirety.

Modify Subparagraph 10.2.7 as follows: Delete last two words of subparagraph and add the words "the safety of persons or property."

In Subparagraph 10.6.1, at the last section, delete the words, "paragraph 4.3 and"

8. ARTICLE 11 - INSURANCE AND BONDS

Add the following to Subparagraph 11.1.1:

.9 The Contractor shall maintain the following limits of Insurance under this Article as a minimum, and shall include the following coverage:

1. Statutory Liability Insurance: Worker's Compensation and Employer's Liability Insurance with statutory limits as provided by the State or other political subdivision in which this Contract is performed, and Employer's Liability Insurance with a limit of not less than \$500,000.00 for all damage or bodily injury from one or more claims arising from each accident or occupational disease.

2. Comprehensive General Liability Insurance: This coverage shall be in the form of Comprehensive Liability Insurance which shall include protection against liability assumed in a "hold harmless agreement" and shall include protection against liability included in (a), (b), (c), (d), and (e) following, but not limited or restricted by insurance carrier:
- (a) Operations and Premises: Liability on account of:
 - (1) Bodily injury to or death of persons or on account of damage to or destruction of property, resulting from execution of work provided for in this Contract; or due or arising in any manner from any omission or any act or negligence of the Contractor or any Subcontractor and their respective employees or agents including damage to adjacent property.
 - (2) Bodily injury to or death of Contractor or any Subcontractor or any of their respective employees or agents, due to the condition or state of repair of the premises or other property of the Owner or Architect, upon, about, or in connection with which any work incidental to the execution of this Contract is performed.
 - (b) Elevator Liability: Liability on account of any or all loss, damage or expense because of injury to or death of persons because of damage to or destruction of property resulting from operation of any elevator or material hoists, if either or both are operated on or in connection with Work under this Contract.
 - (c) Product Liability (Including completed operations): Liability on account of any defects in materials, products or equipment installed under this Contract, which may become evident within one year after acceptance of the building including damage to building or its content.
 - (d) Contractor's Protective Liability: Liability for acts or omissions of any Subcontractors the Contractor may employ.
 - (e) Contractor's Contractual Liability Coverage: Each and every policy for liability insurance, carried by each Contractor and Subcontractor, as required under this Paragraph 2, shall include "Contractual Liability Coverage" endorsement and each certificate evidencing any such coverage shall indicate that the policy to which it pertains contains such endorsement.
 - (f) Limits of Coverage: Policies for Comprehensive General Liability Insurance under Paragraph (a), (b), (c), (d), and (e) above shall be written in the following limits of liability:
 - (1) Bodily injury, including death resulting therefrom, \$1,000,000.00 for any one person injured or killed, and

\$1,000,000.00 for any one accident or occurrence where more than one person is injured or killed.

- (2) \$1,000,000.00 combined single limit bodily injury and property damage as a result of any one occurrence, \$2,000,000.00 aggregate limit applicable to all coverages.

3. Comprehensive Automobile Liability Insurance:

Contractor shall take out and maintain, and shall require each Subcontractor to take out and maintain, for the life of this Contract, comprehensive automobile injury liability covering owned, non-owned or hired vehicles, and including loading and unloading thereof, with limits of \$500,000.00 combined single limit for bodily injury and property damage.

NOTE: Bodily injury coverage under both comprehensive general and comprehensive automobile forms shall include "occurrence" basis wording, which means unexpectedly caused injury during the policy period.

4. Comprehensive Catastrophe Liability Policy:

Contractor shall purchase and maintain a Commercial Catastrophe Liability Policy with minimum limits of coverage of \$2,000,000.00 per occurrence for bodily injury and property damage, with a \$10,000.00 self insured retention. This coverage will be excess above Contractor's Worker's Compensation and Employer's Liability Insurance, Comprehensive General Liability (including products and contractual) and Comprehensive Automobile Liability (including owned and non-owned vehicles).

5. Qualifications of Insurers:

No insurance required under this section of the Contract shall be carried with an insurer not authorized to do business in the state in which this Contract is performed or one who is not satisfactory to the Owner and Architect.

- .10 The Contractor shall be solely responsible for all injuries to persons or damage to property occurring on account of or in connection with the work hereunder, and shall protect, defend, indemnify and save harmless the Owner and the Architect (jointly and severally) from and against liability, loss and expense because of liability, loss and expense (including, but not limited to, loss and expense because of liability for the payment of Worker's Compensation and Employer's Liability Law) arising out of injuries (including death) to persons (including but not limited to, respective employees of the Owner, Architect and Contractor) or

damage to property (including, but not limited to, property of the Owner or the Architect) occurring on account of or in connection with the work hereunder irrespective of the actual cause of the accident, and irrespective of whether it shall have been due, in whole or in part, to negligence of the Contractor or the Owner or the Architect or their respective agents, servants, or employees.

- .11 The Contractor shall purchase and maintain insurance of such types and such amounts as are necessary to cover his responsibilities and liabilities on a project of the character contemplated under this Contract, and will protect the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor or Subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts of them they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph. Contractor shall submit endorsement to the General Contractor's Liability Policy that states: Owner and Architect have been named as additional insured's; any exclusions pertaining to professional liability; and a copy of the "Other Insurance" clause.
- .12 In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor or Subcontractors or anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the insurance obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or Subcontractors under Worker's and Employer's Compensation and Liability Acts, disability benefit acts or other employee benefit acts.
- .13 The liability of the Contractor under the foregoing provisions is absolute and is not dependent upon any question of negligence on the part of the Contractor, or the Owner or the Architect, or their respective agents, employees, servants or Contractors. The approval by the Architect of the methods of doing the Work, or the failure of the Architect to call attention to improper or inadequate methods, or to require a change in methods or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to persons or damage to property. The foregoing provisions are for the benefit of the Owner and architect, respectively, each of whom shall have a separate, independent and direct right of action, thereon, and for the enforcement thereof.
- .14 The insurance obligations of the Contractor under this Paragraph shall not extend to the liability of the Architect, his agents or employees arising out of (1) opinions, reports, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

- .15 The Contractor shall require all of his Subcontractors to carry similar insurance.
- .16 Contractor shall not commence work under this Contract until he has obtained all insurance required under this Article and such insurance has been approved by the Owner and the architect, nor shall any Subcontractor commence work on his Subcontract until appropriate insurance has been obtained by the Subcontractor. Each and every Contractor shall maintain all insurance required under Subparagraphs (a), (b), (c), (d), and (e) of Paragraph 2, hereof, for not less than one year after completion of this Contract.
- .17 If requested by Owner and/or Architect, Contractor shall furnish Owner and/or architect with true copies of each policy required of him or his Subcontractors.
- .18 If the Contractor fails to purchase or maintain or require to be purchased and maintained the liability insurance specified by Subparagraph 11.1.1, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefor by the Contractor in the manner set forth in Paragraph 2.4.

Add the following to Subparagraph 11.1.3:

- ".1 Duplicate copies of certificates, called for above, evidencing coverage carried by the Contractor and the Owner, shall be filed with the Architect before the commencement of Construction. Each certificate shall contain a clause stating that the policy will not be canceled without a 30 day written notice having first been sent to the Owner, the Contractor and the Architect.
- .2 If requested by the Owner, each certificate shall have attached to it a true copy of policies to which it refers.
- .3 Verification of Coverage: The Owner shall inspect and approve Contractor's insurance coverage specified above. Should Owner deem it advisable to modify this coverage in any way, he shall so instruct the Contractor in writing and pay costs of any increased coverage or take credit for any decreases as may be appropriate.
- .4 Notices: It shall be the duty of each of the parties to this Contract to advise the other of the nature and extent of its coverage and the names of the companies insuring the risk."

Add the following Subparagraph to 11.1: "11.1.4: Contractor Tools and Equipment: It is understood and agreed that all equipment and tools that are owned and/or leased by the Contractor or Subcontractors incidental to the construction of the Work, are to be insured by the parties involved."

Subparagraph 11.4.3, delete all text following the first sentence.

Delete Subparagraph 11.4.6 in its entirety.

At Subparagraph 11.4.7, at the beginning of this Subparagraph, delete the word "The" and insert, "if permitted by the Owner's and Contractor's insurance companies, without penalties, the".

Add the following to Subparagraph 11.4.7: At end of subparagraph, add the following: "The waiver of subrogation applies to the extent of actual recovery of insurance proceeds."

Delete Subparagraph 11.4.9 in its entirety.

Delete Subparagraph 11.4.10 in its entirety, and add the following: "11.4.10.: The Owner as trustee shall have power to adjust and settle any loss with the Insurers."

At Subparagraph 11.5.1, in the fourth line after the word "thereunder", add the following: "(i. e., a performance bond and a labor and material payment bond)".

Add the following as paragraph 11.5.1.1: "The amount of the performance bond and the labor and material payment bond should both be 100% of the full amount of the contract sum."

Add the following as paragraph 11.5.1.2: "All insurance coverage required of the Contractor shall be maintained and continued in effect for at least 60 days following the date of final payment."

Add the following Subparagraph 11.5.3 to Paragraph 11.5: "11.5.3: The Contractor shall supply a Performance Bond and a Labor and Material Payment bond in the amount of the Contract with surety acceptable to the Owner, which bonds shall contain the following verbatim provision: "THIS BOND COVERS FULL PERFORMANCE OF ALL THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT, AND IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THIS BOND AND THE TERMS AND PROVISIONS OF OTHER CONTRACT DOCUMENTS, THE TERMS AND PROVISIONS OF SAID CONTRACT DOCUMENTS SHALL PREVAIL". Said bonds shall cover all materials and labor used in the Work whether by Subcontractor or otherwise. Said bonds shall remain in full force and effect during the life of the Contract(s) and during the term of warranty or warranties required by the Contract Documents."

9. ARTICLE 13- MISCELLANEOUS PROVISIONS

Delete Paragraphs 13.6 and 13.7 in their entirety.

10. ARTICLE 14- TERMINATION OR SUSPENSION OF THE CONTRACT

Delete Subparagraphs 14.1.1, 14.1.2, 14.1.3 and 14.1.4 in their entirety.

11. ARTICLE 15- EQUAL OPPORTUNITY

15.1 The Contractor shall maintain policies of employment as follows: "15.1.1: The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, religions, color, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

15.1.3: No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind under this Contract, by, for, on behalf of, or for the benefit of the Owner.

15.1.3.1: The Illinois Human Rights Act applies fully to this Contract.

15.2: It is hereby stipulated that all laborers, workers and mechanics performing work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor and that Contractor and all subcontractors shall in all other respects comply with the *Prevailing Wage Act* in carrying out work under the Contract. If during the course of work under this Contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this Contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum. Contractor shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's failure to comply with this paragraph.

END OF SECTION 00800

DOCUMENT 00830 - WAGE DETERMINATION SCHEDULE:

A. PREVAILING RATE OF WAGES:

1. Pursuant to Public Act 86-799 (effective January 1, 1990), these specifications list on the following pages, the 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.

END OF DOCUMENT 00830

Will County Prevailing Wage for May 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	=	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	44.850	1.5	1.5	2.0	8.590	13.36	0.000	0.490
CEMENT MASON		ALL		41.000	43.000	2.0	2.0	2.0	7.900	11.48	0.000	0.150
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.200	33.700	1.5	1.5	2.0	9.670	9.670	0.000	0.320
ELECTRIC PWR EQMT OP		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN		ALL		31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN		BLD		39.000	42.510	1.5	1.5	2.0	10.42	13.66	0.000	0.390
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		38.000	39.000	2.0	2.0	2.0	8.140	17.52	0.000	0.600
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	44.850	1.5	1.5	2.0	8.590	13.36	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	44.850	1.5	1.5	2.0	8.590	13.36	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
PAINTER		ALL		38.000	42.750	1.5	1.5	2.0	8.350	9.400	0.000	0.670
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIIVER		ALL		40.770	44.850	1.5	1.5	2.0	8.590	13.36	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER		BLD		38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER		BLD		43.000	45.000	1.5	1.5	2.0	9.500	10.00	0.000	1.310
ROOFER		BLD		37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STONE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON		BLD		39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD		40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		ALL 1		35.650	36.200	1.5	1.5	2.0	6.250	4.275	0.000	0.250
TRUCK DRIVER		ALL 2		35.800	36.200	1.5	1.5	2.0	6.250	4.275	0.000	0.250
TRUCK DRIVER		ALL 3		36.000	36.200	1.5	1.5	2.0	6.250	4.275	0.000	0.250
TRUCK DRIVER		ALL 4		36.200	36.200	1.5	1.5	2.0	6.250	4.275	0.000	0.250
TUCKPOINTER		BLD		39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend: M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

- OSA (Overtime is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of a Green Roof System.
 - 1. Project Location: Will County Office Building
302 N. Chicago Street
Joliet, Illinois
 - 2. Owner: The County of Will
- B. Contract Documents, dated May 7, 2010 were prepared for the Project by Andrew R. Partak, Jr., Architect, 14141 West Bruns Road, Manhattan, Illinois 60442.
- C. Work will be constructed under a single prime contract.

1.3 CONTRACTOR USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. At the end of each business day, remove all construction equipment and debris and stabilize all unfinished construction work in all public areas and resident rooms to make these areas suitable for public and resident occupancy.

1.4 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial

occupancy shall not constitute acceptance of the total Work.

1. The Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
2. Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
3. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
4. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01010

SECTION 01027 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

1.3 APPLICATIONS FOR PAYMENT:

- A. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 or Frank R. Walker Form 591 or 589, "Sworn Statement for Contractor and Subcontractor to Owner", as the form for Application for Payment.
- B. Transmittal: Submit 2 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
- C. Waivers of Mechanics Lien: With each monthly Application for Payment, submit partial waivers of mechanics lien in the net amount for period of construction covered by application.
 - 1. The Owner reserves the right to require subcontractor and/or material supplier waivers of lien be submitted with any monthly Application for Payment.
 - 2. The final Application for Payment shall include: final waiver of mechanics lien in total amount of Contract including Contract adjustments; final waivers of mechanics lien from every entity involved with the performance of Work covered by the final application who could lawfully be entitled to a lien.
 - 3. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. List of principal suppliers and fabricators.
 - 3. Schedule of Values.
 - 4. Partial Waiver of Mechanics Lien for net amount of payment requested.

- E. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- F. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
 - 1. Completion of Project closeout requirements.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Assurance that unsettled claims will be settled.
 - 4. Assurance that Work not complete and accepted will be completed without undue delay.
 - 5. Transmittal of required Project construction records to Owner.
 - 6. Removal of temporary facilities and services.
 - 7. Removal of surplus materials, rubbish and similar elements.
 - 8. Warranties (guarantees) and maintenance agreements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01027

SECTION 01040 - PROJECT COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Provide coordination of work (within this section of the New Fire Suppression System Project).
 - 1. Supervisory personnel.
 - 2. Preconstruction conference.
 - 3. Progress meetings; distribute minutes.
- B. Submit daily and special reports.
- C. Submit progress schedule, bar-chart type, updated monthly.
- D. Prepare submittal schedule; coordinate with progress schedule.
- E. Submit schedule of values.
- F. Submit schedule of required tests including payment and responsibility.
- G. Submit and post a list of emergency telephone numbers and address for individuals to be contacted in case of emergency.
- H. Submit record drawings and specifications; to be maintained and annotated by Contractor as work progresses.
- I. Submit payment request procedures.
- J. Perform quality control during installation.
- K. Clean and protect the work.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01040

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Comply with project format for submittals.
- B. Provide types of submittals listed in individual sections and number of copies required.
 - 1. Contractor's construction schedule.
 - 2. Shop drawings, reviewed and annotated by the Contractor - sepia and two blackline prints.
 - 3. Product data - 4 copies.
 - 4. Samples - 2, plus extra samples as required to indicate range of color, finish, and texture to be expected.
 - 5. Inspection and test reports - 4 copies.
 - 6. Warranties - 4 copies.
 - 7. Closeout submittals - 4 copies.
- C. Provide required resubmittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.
- D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
- E. Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Warranties shall be signed by contractor, supplier or installer responsible for performance of warranty.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION 01300

SECTION 01500 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Provide temporary services and utilities, including utility costs:
 - 1. Materials Storage.
- B. Provide construction facilities, including utility costs:
 - 1. Construction equipment.
- C. Provide personnel support facilities:
 - 1. Cleaning and trash removal.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION 01500

SECTION 01631 - PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as recommended by manufacturers of primary materials.
- B. Provide products selected or approved equal. Products submitted for substitution shall be submitted with acceptable documentation, and include costs of substitution including related work.
- C. Conditions for substitution include:
 - 1. An 'or equal' phrase in the specifications.
 - 2. Specified material cannot be coordinated with other work.
 - 3. Specified material is not acceptable to authorities having jurisdiction.
 - 4. Substantial advantage is offered Owner in terms of cost, time, or other valuable consideration.
- D. Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples is not a substitution approval unless clearly presented as a substitution at the time of submittal.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION 01631

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The following are prerequisites to substantial completion. Provide the following:
 - 1. Punch list.
 - 2. Warranties.
 - 3. Certifications.

- B. Provide the following prerequisites to final acceptance:
 - 1. Final payment request with supporting affidavits.
 - 2. Completed punch list.

- C. Provide a marked-up set of drawings including changes which occurred during construction.

- D. Provide the following closeout procedures:
 - 1. Submission of record documents.
 - 2. Submission of maintenance manuals.
 - 3. Training and turnover to Owner's personnel.
 - 4. Final cleaning and touch-up.
 - 5. Removal of temporary facilities.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION 01700

SECTION 13200 - GREEN ROOF SYSTEM

PART 1 - GENERAL

1.1 SCOPE

Furnish all labor, materials, tools, and equipment to hoist and install a true Modular Green Roof System for the Will County Government Center at 302 N. Chicago, Joliet, IL. The Modular Green Roof System shall include growth media and vegetation as specified on drawings or as directed by the system manufacturer. This work shall also include installation of optional items.

1.2 QUALITY ASSURANCE

- a. There should be no deviation made from this specification or the detail drawings without prior written approval 14 days prior to the start of the project.
- b. Before installation of the modules, the waterproofing surface shall be inspected by a technical representative of the waterproofing installer/manufacturer to determine the adequacy of the waterproofing surface to accept the modules.
- c. It shall be the Owner's responsibility to determine the adequacy of the structure to support the existing and proposed loads. Verification of the integrity of the waterproofing for water tightness shall also be the responsibility of the Owner if the green roof is installed on an existing waterproofing system.
- d. Upon completion of the installation, an inspection shall be conducted by the selected system Technical Representative to ascertain that the modules have been installed according to these specifications and details. This inspection is not intended to be a final inspection for the benefit of the owner but for the benefit of determining whether a warranty shall be issued.
- e. The green roof modular components, growth media, vegetation, and other optional materials shall be purchased from the selected manufacturer.

1.4 SUBMITTALS

- a. When the proposed project components vary outside of this specification, submit these altered components for review.
- b. Submit an installation plan including but not limited to: waterproofing quality control, system delivery, and maintenance plan until green roof acceptance.

PART 2 - PRODUCT

2.1 Manufacturers

- a. Modular Green Roof System and all components shall be manufactured by Greengrid Roof Systems or approved equal.

2.1 Modular Green Roof System

- a. Modules shall be formed of 150 mil (4-inch) recycled (100% post industrial) High Molecular Weight Polyethylene (HMWPE) protected with UV inhibitor and stabilizers.
- b. Extensive Modules size : 2'x4'x4"
- c. Modules shall be delivered to the project location complete with growth media and pre-vegetated with plant species of the color and type desired by the client suitable for a green roof application.
- d. Module weights (maximum wet weight): 18-22 lbs per sf wet
- e. Module clearance above the roof shall be 0.5 inches.

2.2 GROWTH MEDIA

- a. Growth Media shall be purchased from system manufacturer. The media shall be an engineered light weight blend consisting of inorganic and organic components. Formulations are based on the German FLL "Guidelines for Planning, Execution and Upkeep of Green-Roof Sites"

2.3 VEGETATION

- a. **Extensive** - Extensive plant mixes are composed of highly drought resistant ground covers that can thrive in a non-irrigated (climate dependent), rooftop environment in the project location. Vegetation shall be selected according to their USDA hardiness zone classification.
 - i. Vegetation shall be supplied in 2-inches deep by 1.5-inches wide plugs and planted 4 inches on center (approximately 22 plugs per 2x4 module)
 - ii. Vegetation shall be a mixture of the following Sedum species:
 - 1. Sedum acre 'Aureum'
 - 2. Sedum album 'Coral Carpet'
 - 3. Sedum 'Bailey's Gold'
 - 4. Sedum lineare 'Golden Teardrop'
 - 5. Sedum sexangular
 - 6. Sedum sichotense
 - 7. Sedum spurium 'Fuldaglut'

2.4 ACCESSORIES

2.4.1 Edge Treatments

Standard: 0.040 Painted Aluminum (recycled content 91%) for placement on viewable edge of modules.

PART 3 - EXECUTION

3.1 DELIVERY AND HANDLING

- a. Installation Season:
 - a. Unless otherwise permitted, module installation shall be done between April 15 and October 15, but not when the weather is below 50° F.
- b. Do not install on saturated roof surfaces or under freezing weather conditions, the latter unless with the express permission of the manufacturer.
- c. Coordinate the completion of installation within a 24-hour period from the time the modules are to be delivered.
- d. Handle planted modules with care. Do not drop, kick, or point-load modules during handling and installation.

3.3 SITE PREPARATION

- a. Perform module installation only after appropriate waterproofing system, with the proper taper to allow for drainage, has been installed and inspected. It is strongly recommended that these areas be flood tested prior to module installation to confirm water-tightness.
- b. Erect safety signage and provide fall protection/fall prevention equipment as required under OSHA.
- c. Restrict traffic from work areas until modules are installed and there after to restrict damage to the plant material.
- d. Thoroughly sweep away all debris, foreign material, etc. from the waterproofing surface.
- e. Unroll 6.0 oz slip-sheet protection fabric directly on the waterproofing surface where the modular system is to be installed and provide a minimum 2” side and end overlap.

3.4 APPLICATION OF GREENGRID® MODULES

- a. Remove all debris from the slip-sheet surface that might interfere with installation of the modules or compromising the integrity of the waterproofing surface.
- b. Place modules over the slip-sheet in the desired locations in accordance to the landscape design.
- c. Modules shall be installed in straight rows, tight against each other, and arranged in the proper directional orientation.
- d. Installed modules shall be watered sufficiently with a fine spray so as to thoroughly moisten the growth media from top to bottom. Water shall be free of substances harmful to plant growth. Hoses or other methods of temporary irrigation shall be furnished by the Contractor.

3.5 WARRANTY

- a. Modules: Modules shall perform its function of containing plant growth media for a period of twenty (20) years from the date of shipment.
- b. Standard 30 Day Plant Limited Warranty: Supply replacement plant(s) free of charge for any plant found to be dead or in severe decline (beyond the point of returning to aesthetic and economic value) for a period of 30 Days from the date of shipment. This warranty only covers those species selected and/or approved selections by manufacturers' horticulturists. Those NOT approved but planted to meet a design requirement shall not be covered. This warranty is NOT in effect for plant material purchased and installed outside our recommended installation season (Installation Season: April 15th through October 15th).

3.5 30-DAY MAINTENANCE PERIOD

- a. Installation contractor shall maintain the Modular system for a period of at least 30 days after completion prior to acceptance from building owner.
- b. 30-Day maintenance shall include:
 1. Water the Modular System once a week (weather dependent) too aid in plant establishment. System shall be watered more frequently during extended hot and dry weather especially when plants are showing signs of wilting.
 2. Perform spot weeding as necessary.
 3. Repair, rework, and replant all areas that have washed out or are eroded. Replace undesirable or dead areas with new plants.
 4. Apply suitable bio-controls, fungicides, or insecticides only as required to control diseases and insects. Comply with all applicable local, State and Federal regulations and label instructions when applying these materials.
- c. Upon completion of the 30-day maintenance period, a written maintenance plan for the specific green roof system shall be submitted to the building owner. A Technical Representative from the manufacturer shall go over this document.

3.6 ACCEPTANCE

- a. Inspection to determine acceptance of modules will be made by the Owner, upon Contractor's request. Provide notification at least 7 working days before requested inspection date.
 1. Modules will be acceptable, provided all requirements, including maintenance period, have been complied with, and healthy, even colored viable plants are established.
- b. Upon acceptance, the Owner will assume module/plant maintenance.

3.7 CLEANING

- a. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment.

END OF SECTION 13200