

Project Manual For
Oak Brook Park District

Project No. 07-5646-04

Central Park Improvements

Prepared For

**Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL
60523**

BID PACKAGES-GROUP 1

Bid Package #1	Excavation and Site Utilities
Bid Package #2	Concrete
Bid Package #3	Electrical
Bid Package #4	Asphalt Paving
Bid Package #5	Landscaping
Bid Package #6	Playground Equipment
Bid Package #7	Pavers
Bid Package #8	Fencing
Bid Package #9	Masonry

December 7, 2017



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Central Park Improvements
Project No. 07-5646-04

Owner: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

Architect: Wight & Company
2500 North Frontage Road
Darien, Illinois 60561

Date: December 7, 2017

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NOTICE TO BIDDERS:

Notice is hereby given that *Oak Brook Park District* is accepting sealed bids for: *Central Park Improvements*. Such proposals as herein concerned shall be for the following as described:

BID GROUP NO. 1 PACKAGES #1 - #

- Bid Package #1 – Excavation and Site Utilities
- Bid Package #2– Concrete
- Bid Package #3 – Electrical
- Bid Package #4 – Asphalt Paving
- Bid Package #5 – Landscaping
- Bid Package #6 – Playground Equipment
- Bid Package #7 – Pavers
- Bid Package #8 – Fencing
- Bid Package #9 - Masonry

SEALED BIDS will be received by *Oak Brook Park District* at the place, date and time stated below, at which time the bid proposals will be publicly opened and read aloud at the same location:

PLACE:
Oak Brook Park District

2017
1450 Forest Gate Road
Oak Brook, IL 60523

DUE DATE:
Wednesday, December 20,

TIME:
11:00 AM. (CST)
(as Date/Time stamped by Oak Brook Park District Receptionist)

Bidders are encouraged to visit the site to become familiar with the work areas and the existing conditions.

Any bid received after the time and date stated above will be returned unopened to Bidder.

The Oak Brook Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Oak Brook Park District. The competency and responsibility of the Bidders will be considered in making awards.

Bid security in the form of a Bid Bond or bank cashier's check made payable to Oak Brook Park District in an amount equal to not less than ten percent (10%) of the Base Bid shall be submitted with the Bid. Bid security is required of all parties submitting a proposal. A fully executed and compliant Bid Security must be included with the Bid Form. The successful bidder shall, upon acceptance of his bid, be required to procure and pay for a Performance Bond and Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the bid. Bonds shall comply with all laws of the State of Illinois governing public contracts let by governmental units.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Oak Brook Park District on request of the Bidder, for use in connection with this project only.

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
SECTION 00200 –NOTICE TO BIDDERS

The Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in DuPage County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (including the prevailing rate for legal holiday and overtime work in and as applicable) for each craft, type of worker, or mechanic.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

The District encourages women and minority business firms to submit bids and encourages Bidders to utilize minority businesses as sub-contractors for supplies, equipment and services.

This Project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Open Space Lands Acquisition & Development" (OSLAD) grant program.

The Construction Manager for this project is Wight Construction Services Inc. All questions concerning this project or those concerning bidding requirements should be directed to Craig Polte at 630-918-8120. Questions will be received in writing, via email @ cpolte@wightco.com , until 10:00 AM (CST) on Thursday, December 14, 2017.

- 1) Plans and Specifications can be viewed or downloaded electronically via ISQFT.com
Please send email to cpolte@wightco.com to receive electronic invitation after 2:00 PM on
Thursday, December 7th, 2017.

This invitation is issued in the name of *Oak Brook Park District*

END SECTION 00200

**INSTRUCTIONS TO BIDDERS
OAK BROOK PARK DISTRICT
CENTRAL PARK IMPROVEMENTS**

INSTRUCTIONS TO BIDDERS

The Oak Brook Park District and Owner are one and the same. "Architect" shall mean Wight & Company and "Construction Manager" shall mean Wight Construction. Construction Manager's representative shall be Craig Polte, and can be reached at cpolte@wightco.com or 630-918-8120.

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

A. BID DOCUMENTS

1. Bid Documents for this Project will be available for examination commencing Wednesday, December 7, 2017.
 - a. Bid Documents can be viewed or downloaded electronically via ISQFT.com Please send email to cpolte@wightco.com to receive electronic invitation after **2:00 PM on Wednesday, December 7, 2017.**
 - b. Bid Documents can also be obtained from the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523 (the "District"), or in PDF format at the District's website: http://www.obparks.org/general_information/bid.asp.
2. All potential Bidders for this Project are encouraged to visit the site. Please contact Craig Polte at 630-918-8120 or cpolte@wightco.com with any questions on this Project.

B. BID FORM

1. Each bid shall be made on the "Bid Form" furnished by the District. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.
2. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.

3. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be typed below the signature.
4. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.
5. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.
6. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
7. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.
8. The bids shall be sealed in an opaque envelope, marked with the name of the Bidder, the date and time of the bid, and addressed as follows:

Sealed Bid: Central Park Improvements
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523
9. Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than Wednesday, December 20, 2017 at 11:00 a.m. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.
10. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the

District at the foregoing address prior to commencement of the opening of bids. No Bidder may withdraw a bid after opening of the bids.

11. Bids will be publicly opened on the due date.

C. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

1. Submit one fully executed copy, and all required attachments, of AIA Document A305 "Contractor's Qualification Statement," included in these Bid Documents.

2. On the List of Subcontractors form provided herein, provide a list of anticipated subcontractors, if any, including their firm names, addresses and telephone numbers. All subcontractors to be used shall be approved by the Owner. If the Contractor subcontracts any part of the Work for this Project, the Contractor shall not under any circumstances be relieved of his liabilities and obligations; any subcontractor for this Project will be recognized only in the capacity of an employee of the Contractor.

3. On the Bidder's Reference List form provided herein, list at least three (3) construction projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number. See also A305, Section 4.1.

4. Other required submittals include: Bid Form; Vendor's Compliance and Certification Attachment. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

D. MODIFICATION OF BIDS

Any Bidder may modify his bid by written notice (signed by the Bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals sent by facsimile will not be permitted.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he

shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Construction Manager and Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

F. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Oak Brook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion

the best interest of the Park District will be served by such actions and in accordance with applicable law.

G. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Oak Brook Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Oak Brook Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Oak Brook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 100% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety, provided that the District's retention of the bid guarantee shall not preclude the District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the Bidder's

failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.

In addition to the required performance and labor and material payment bonds, the successful Bidder shall furnish a maintenance bond and/or irrevocable letter of credit in the amount of the Contract to guarantee the Work performed under the Contract against defective workmanship and/or defective materials of any nature for a period of not less than twenty-four (24) months from the date of acceptance of the Work, materials or equipment provided. The maintenance bond shall be in a form acceptable to District. A letter of credit furnished in lieu of maintenance bond shall be in a form designated by the District's attorneys. The District reserves the right to waive the maintenance bond in its own interests.

H. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days.

I. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Vendor's Compliance and Certification Attachment and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard Form of Agreement Between Owner and Contractor, AIA Document A132-2009, Construction Manager Advisor Edition, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

J. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Construction Manager. Address all communications to Craig Polte at cpolte@wightco.com. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

K. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications. It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors

and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

L. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Construction Manager and Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

**CONDITIONS OF THE CONTRACT
OAK BROOK PARK DISTRICT
CENTRAL PARK IMPROVEMENTS**

GENERAL CONDITIONS

The General Conditions are the General Conditions of the Contract for Construction included in, AIA Document A232-2009, as modified by the Park District and included in these Bid Documents (the "General Conditions").

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby amended to include the following conditions. In the event of conflict, the conditions most favorable to Owner shall control.

1. COMMENCEMENT AND COMPLETION DATE

The Work for the Contract shall commence no later than April 1, 2018, or on such earlier date upon notice from Construction Manager, weather permitting. Contractor shall achieve Substantial Completion on or before July 31, 2018 and shall achieve Final Completion on or before August 10, 2018.

2. USE OF THE SITE

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

3. COOPERATION WITH UTILITIES

The Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage to said utility installation.

The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of any special construction methods required in performing the Work due to the existence of said appurtenances whether in their present or relocated positions.

4. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

In accordance with the Specifications, the Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or the operations of any subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Owner or furnished by the Owner.

5. INSURANCE

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE BIDDER CONFER WITH ITS INSURANCE CARRIER REGARDING THESE REQUIREMENTS. FAILURE TO MEET THESE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE CONTRACT.

The successful Bidder shall obtain insurance of the types and in the amounts listed below.

a. Commercial General and Umbrella Liability Insurance

The successful Bidder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District, its elected and appointed officials, employees, agents and volunteers and Architect shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District and Architect. Any insurance or self-insurance maintained by the District and Architect shall be deemed excess or contingent basis of such Bidder's insurance and shall not contribute with it. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

b. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

c. Business Auto and Umbrella Liability Insurance

The successful Bidder shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

d. Workers Compensation Insurance

The successful Bidder shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Such Bidder waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Bidder's activities.

e. General Insurance Provisions

i. Evidence of Insurance: The successful Bidder shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such Bidder's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting such Bidder from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of the Contract entered by the parties at the District's option.

Such Bidder shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

iii. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the successful Bidder may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Bidder may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims administration and defense expenses.

f. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6. INDEMNIFICATION

To the fullest extent by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, its officers, officials, employees, volunteers and agents, and the Architect and its employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would exist as any party or person described in the Contract. In any and all claims against the Owner or Architect by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract 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 under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Claims, damages, losses and expenses' as these words are used in the Contract shall be construed

to include, but not to 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 bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by any Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Nothing contained herein shall be construed as prohibiting the Owner, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Owner's participation in its defense shall not remove the successful Bidder's duty to indemnify, defend and hold the Owner harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The successful Bidder's indemnification of the Owner shall survive the termination or expiration of the Contract.

7. WARRANTY

- A. Unless otherwise specified by the General Conditions or the Specifications, the Work performed and the materials and equipment installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor and the Surety for a period of twelve (12) months from Final Completion against defective workmanship and material of any nature. On all material or equipment incorporated, the Contractor and its Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications and Drawings.
- B. A Maintenance Bond or Irrevocable Letter of Credit meeting the requirements set forth in the Instructions to Bidders shall be furnished by the Contractor to guarantee the Work performed, and the materials and equipment provided under the Contract.
- C. The Contractor shall provide the Owner with manufacturer's warranties for all materials and equipment installed under the Contract.

SPECIAL CONDITIONS

1. Central Park shall remain open to the public for the duration of the Project. As such, Contractor shall maintain the Project site in a manner that ensures safe access to the park's amenities by the public, Park District staff and others requiring access to the park. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
2. This Project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Open Space Lands Acquisition & Development" (OSLAD) grant program. Based on the terms of the OSLAD grant, Owner must complete this Project on or before August 18, 2018 and, as a result, Contractor hereby agrees and understands that Contractor's failure to meet the Substantial Completion and Final Completion Dates as specified in the Contract Documents shall be a material breach of this Agreement.
3. Contractor shall coordinate with Construction Manager to accommodate the following as needed: a) IDNR representatives shall have access to the Project site to make periodic inspections as construction progresses; b) IDNR representatives shall have access to all Project materials; and c) IDNR shall have the right to inspect the completed Project prior to Project acceptance and grant reimbursement to the Owner.
4. In accordance with the OSLAD grant, at least 50% of Contractor's labor hours must be performed by actual residents of the State of Illinois.
5. All Trade Contractors supplying labor or materials for the construction of the ballfield lighting system shall each be jointly and severally responsible to the Owner to ensure that upon completion of the Work, the ballfield lighting system installed as part of the Work shall perform in full compliance with the playing field lighting regulations contained in the Village of Oak Brook Ordinances 2017-ZO-SU-EX-S-1508 and 2014-ZO-V-EX-S-1403 (the "Village Lighting Ordinance Regulations"), incorporated herein by this reference, in addition to any and all other applicable laws, regulations, standards, codes, permits, or orders governing performance of the ballfield lighting system. Failure of the completed and delivered ballfield lighting system to comply with the Ballfield Lighting Ordinance Regulations shall constitute a material breach of this Agreement. Construction Manager shall provide a copy of the above-referenced Village Ordinances upon request.

LIST OF SUBCONTRACTORS

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the successful Contractor, the Bidder will promptly confer with the District's agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder's bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Subcontractor Name & Address	Classification of Work	Amount of Subcontract
------------------------------	------------------------	-----------------------

1.		
2.		
3.		
4.		

BIDDER'S REFERENCE LIST

Each Bidder must list the name, address, phone number and project name for at least three (3) projects performed for governmental entities of similar scope and complexity as this Project in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

1.

<hr/>	
Name of Park District, School District, or Municipality	
<hr/>	
Contact Person	
<hr/>	
Phone Number	E-Mail
<hr/>	
Description of Work performed	Project Value

2.

<hr/>	
Name of Park District, School District, or Municipality	
<hr/>	
Contact Person	
<hr/>	
Phone Number	E-Mail
<hr/>	
Description of Work performed	Project Value

3.

<hr/>	
Name of Park District, School District, Municipality	
<hr/>	
Contact Person	
<hr/>	
Phone Number	E-Mail
<hr/>	
Description of Work performed	Project Value

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/2017-Rates.aspx>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

BIDDER SUBMITTAL CHECKLIST

Each Bidder must submit the following completed documents with their bid:

1. Completed A305 and all attachments;
2. Bid Form;
2. List of Subcontractors;
4. Vendor's Compliance and Certification Attachment:
5. Bid Bond for 10% of the amount of the bid; and
6. A copy of any Addendum issued for this Project, acknowledging receipt by the Bidder.

Failure of a Bidder to complete and submit these documents by the bid deadline shall be the basis for immediate rejection of that Bidder's bid.

Appendix

- Oak Brook Park District Prevailing Wage Resolution and the September 2017 pay rates from the Illinois Department of Labor

RESOLUTION NO. 17-0619

**A RESOLUTION OF THE OAK BROOK PARK DISTRICT
REGARDING THE ILLINOIS PREVAILING WAGE ACT**

WHEREAS, the State of Illinois has enacted “the Prevailing Wage Act,” as amended, being Chapter 820, Section 130/0.01 et seq. Of the Illinois Compiled Statutes: and

WHEREAS, the aforesaid Act requires that the Board of Park Commissioners of the Oak Brook Park District (the “District”) investigate and ascertain for the District the prevailing rate of wages as defined in said Act, for laborers, mechanics, and other workers in the locality of the District employed in performing construction or demolition of public works,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, AS FOLLOWS:

Section 1. To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction or demolition of public works coming under the jurisdiction of the District is hereby ascertained to be the same as the County area as determined by the Department of Labor of the State of Illinois as of June 5, 2017, a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Resolution, which are also used in aforesaid Act, shall be the same as in the said Act.

Section 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages, as herein ascertained, to any work or employment except public works construction or demolition of the District to the extent required by the aforesaid Act.

Section 3. The Secretary of the District’s Board of Park Commissioners shall publicly post or keep available for inspection by any interested party in the main office of the District this determination of such prevailing rate of wage.

Section 4. The Secretary of the District’s Board of Park Commissioners shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5. The Secretary of the District's Board of Park Commissioners shall promptly file a certified copy of the Resolution with both the Secretary of State and the Department of Labor of the State of Illinois.

Section 6. The Secretary of the District's Board of Park Commissioners shall cause to be published in a newspaper of general circulation within the area a copy of this Resolution, and such publication shall constitute notice that this determination is effective and that this is the determination of this public body.

PASSED THIS 19th day of June, 2017

AYES: Truedson, Tan, Carson, Knitter

NAYS: Trombetta

ABSENT: _____

APPROVED:

Shawn R. Knitter
President

ATTEST:

David Carson
Secretary

STATE OF ILLINOIS)
) S.S.
COUNTY OF DUPAGE)

CERTIFICATION


I, the undersigned, do hereby certify that I am the duly appointed Secretary of the Oak Brook Park District, DuPage County, Illinois, and as such official, I am the keeper of the records, Resolutions, files and seal of said Park District, and I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Resolution 17-0619.

**A RESOLUTION OF THE OAK BROOK PARK DISTRICT
REGARDING ILLINOIS PREVAILING WAGE ACT**

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Oak Brook Park District, held in Oak Brook, Illinois, in said Park District at 6:30 p.m. on the 19th day of June, 2017.

I do further certify that the deliberations of the Board on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District this 19th day of June, 2017.


Laure L. Kosey, Secretary
Board of Park Commissioners
Oak Brook Park District

SEAL

Prevailing Wage rates for DuPage County effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		33.38	36.18	1.5	1.5	2	12.35	19.21	1.45	0.61
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50

LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT		38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	E	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28

ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

Legend

M-F OT 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.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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.

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.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

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.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

PART 1 GENERAL

1.1 SUMMARY

A. General Notes Pertaining to all and or specific Bid Packages:

Bid Pkg. #	Trade	Scope Item #	Scope – This Trade Contractor’s scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope.
ALL	ALL	0.1	Each Trade Contractor shall submit one fully executed copy of AIA Document A305 “Contractor’s Qualification Statement” with its bid as identified in the Instruction to Bidders. Faxed submittals are acceptable. A305 document copies may be obtained from the Chicago AIA office located at 222 Merchandise Mart Plaza, Suite 1049, Chicago, IL 60654.
ALL	ALL	0.2	Each Trade Contractor shall coordinate all on-site activities including but not limited to site access, site parking, deliveries, etc. with Wight Construction Services, Inc. on-site supervision.
ALL	ALL	0.3	ALL TRADE CONTRACTORS shall be responsible for keeping scrap and debris cleared from the construction site on a continuing basis. TRADE CONTRACTORS will be required to list their respective dollar value for clean up on the Schedule of Values Form G703 no later than 5 business days from the issuance of Notice to Proceed . Each TRADE CONTRACTOR providing work during any week period will be required to furnish DAILY cleanup personnel, for the needed time to clean the site as directed by the Construction Manager. If this cleanup is not completed to the satisfaction of the Construction Manager, the Construction Manager will contract clean up to be done, and the TRADE CONTRACTOR will be back-charged accordingly.
ALL	ALL	0.4	This Trade Contractor’s field personnel shall complete a safety orientation (managed by the Construction Manager; approximate duration is 1-hour) prior to any on-site activities. At a minimum, the Trade Contractor’s Project Manager and site foreman will be required to attend. If this Trade Contractor fails to attend this meeting on the specified date and time, the Trade Contractor will be charged for a separate orientation at the hourly billing rates for Wight Construction’s Safety Officer.
ALL	ALL	0.5	All Trade Contractors shall be responsible for safety for this portion of work. Provide all necessary scaffolding, handrails, ladders, equipment, etc. necessary to perform the described work. Comply with all O.S.H.A., local, state, or federal safety authorities having jurisdiction.
ALL	ALL	0.6	Each Trade Contractor shall exclude tax payment of Retailers’ Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax, as required by IL Law. The Tax exemption identification number issued to Oak Brook Park District, Oak Brook, IL will be provided to the successful Bidder.
ALL	ALL	0.7	Control point surveying will be by others. All Trade Contractors shall protect and maintain all survey work by others. This Trade Contractor shall be responsible for all layout and in field measurements related to this Trade Contractor’s work and shall coordinate this layout work with the layout of adjacent work by others.
ALL	ALL	0.8	Each Trade Contractor shall conduct all contract related activities within the guidelines for phasing and scheduling established on this project. It is the responsibility of each Trade Contractor to review and accept, as part of contract, the regular and ongoing schedule updates on this project.

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ALL	ALL	0.9	<p>The industry rule of thumb term “Use is Acceptance” will be enforced.</p> <ul style="list-style-type: none">a) When work is performed, it will be assumed this Trade Contractor has inspected and accepted the quality and coordination of the work of other trade contractors that this Trade Contractor is working on or against.b) Start of work by this Trade Contractor on top of or against any other surface means this Trade Contractor has accepted the quality and completeness of that surface.c) This Trade Contractor is responsible for preparing (i.e. cleaning) adjacent surfaces including but not limited to those surfaces completed by others prior to proceeding.
ALL	ALL	0.10	<p>As defined by the American Institute of Architects, “the Contractor is the person or entity identified as such in the agreement and is referred to throughout the Contract as if singular in number. The term “Contractor” means the Contractor or the Contractor’s authorized agent.” Trade Contractor, Subcontractor, Sub-Tier Contractor or any derivative thereof shall be all considered synonymous with Contractor.</p>
ALL	ALL	0.11	<p>Each Trade Contractor shall complete the payment application Schedule of Values sheet including full disclosure and listing of each aspect of Trade Contractor’s work valued in excess of \$5,000, within 5 working days of the issuance of a Letter of Intent from Wight Construction. Payment shall be made to each Trade Contractor in accordance with in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 <i>et seq.</i>).</p>
ALL	ALL	0.12	<p>ALL TRADE CONTRACTORS furnishing material for delivery and installation at any time on this project shall be responsible for the purchase and storage of that material at no additional cost to the Owner. Payment for off-site stored material will not be considered.</p>
ALL	ALL	0.13	<p>ALL TRADE CONTRACTORS shall promptly notify the Construction Manager of any damage caused to their work by another TRADE CONTRACTOR and shall be responsible to remedy their claim with the party causing the damage. Should the responsible party, within 24 hours’ notice, fail to remedy all damages or loss, the Construction Manager and Owner shall cause to have the right to remedy the situation and the cost thereof will be back charged to the TRADE CONTRACTOR responsible for the damage or loss.</p>

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ALL	ALL	0.14	Performance Clause: All Trade Contractors shall at all times supply a sufficient number of jurisdictionally skilled workers to perform, with promptness and diligence, the work covered by contract. At least 50% of the labor hours for each Trade Contractor must be performed by actual residents of the State of Illinois. Should any workers performing work covered by contract engage in a strike, work stoppage and/or slowdown of any kind or cease to work because of picketing or a labor dispute of any kind, the Owner may, at its option and without prejudice to any other remedies it may have, after twenty-four (24) hours written notice to Contractor, provide any such labor and deduct the cost thereof from any moneys then due or thereafter to become due to Contractor. Further, the Owner may at its option, without prejudice to any other remedies it may have, terminate the employment of Contractor for work under this contract. Owner shall have the right to enter upon the premises and take possession, for the purpose of completing the work hereunder, of all Contractors' materials, tools and equipment thereon. Further, Owner may finish the work either with its own employees or those of other contractors. When terminated by the Owner, Contractor will not receive any further payments under the contract or otherwise. Contractor shall remain liable for any damages that Owner incurs. If expenses incurred by Owner, in completing the work, exceed the unpaid balance due Contractor, Contractor shall pay difference to Owner. In addition, Owner may collect other damages incurred as a result of Contractor's default. Owner shall have a lien upon all on-site material, tools, equipment or other property of Contractor to secure payment thereof. In the event of any inconsistency between the provisions of the performance clause and any other provisions of the contract or the contract documents, the provisions for the performance clause shall prevail.
ALL	ALL	0.15	If the work of this Trade Contractor is determined by Construction Manager to be deficient in any way this Trade Contractor understands and accepts that in-progress and/or completed work will be redone at the full expense of this Trade Contractor on a time line as established by Construction Manager.
ALL	ALL	0.16	Warranty will be executed upon Final Completion of the entire project. Based on the sequencing of work this Trade Contractor understands that portions of the work may be completed well in advance of this Final Completion date.
ALL	ALL	0.17	All TRADE CONTRACTORS are required to conduct a preliminary punch list walk through with the Construction Manager. TRADE CONTRACTORS will have an allotted time frame to complete deficiencies. TRADE CONTRACTOR is also required to conduct a final walk through with the Construction Manager and Owner and correct and complete those deficiencies within 2 weeks of final punch list. If the TRADE CONTRACTOR fails to complete punch list within allotted time frame, the Owner reserves the right to hire a separate trade contractor to make the corrections to complete those punch list items not addressed and back charge the TRADE CONTRACTOR at the cost of the work.
ALL	ALL	0.18	It is the responsibility of each TRADE CONTRACTOR to assure that his respective area of construction is watertight and protected from the elements, as necessary and as a result of his work, throughout the construction period.

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ALL	ALL	0.19	All Drawings, Specification sections, and scopes of work should be referenced for the extent of the work under all accounts.
ALL	ALL	0.20	Although Specifications are allocated to the respective "Scopes of Work", it is the intention of the Construction Manager that each TRADE CONTRACTOR read all Specification Sections, and that the Scopes of Work shall take precedence over any allocation of work made by the Architect.
ALL	ALL	0.21	All TRADE CONTRACTORS shall be responsible for repair of ruts and removal of trapped water on a continuous basis caused by the use of their motorized equipment.
ALL	ALL	0.22	All TRADE CONTRACTORS shall be responsible for damage caused by the use of their motorized lifts, rolling scaffold or other elevated type equipment used on the project.
ALL	ALL	0.23	All TRADE CONTRACTORS shall be responsible for cleaning mud and stone off of the tires and tracks of their vehicles and construction equipment prior to entering public roadways off of the project site.
ALL	ALL	0.24	All TRADE CONTRACTORS shall be responsible for submitting a work schedule for all of their work on the site within ten working days from of the issuance of a Letter of Intent from Wight Construction. This is to include all durations for each phase of work to be performed by this TRADE CONTRACTOR.
ALL	ALL	0.25	See General Conditions, Section 5 for insurance requirements.
ALL	ALL	0.26	Each Trade Contractor shall be responsible for removal and disposal of their waste. All reporting of disposal shall follow spec. section 017419.
ALL	ALL	0.27	Pay Applications AND Waivers are to be submitted in original signature triplicates.
ALL	ALL	0.28	Provide sufficient equipment, material, skilled manpower, supervision and/or premium time/shift work (all without additional compensation) as may be required to complete the work of this Trade Contractor in accordance with the overall project Substantial Completion date. Reference Division 0 – Bidding and Contract Requirements, Section 01250 – Construction Schedule.
ALL	ALL	0.29	TRADE CONTRACTOR shall be prepared to meet within one week of bid opening to conduct scope reviews, provide submittal log and discuss award of contract.
ALL	ALL	0.30	All trade contractors will be required to complete the OSLAD billing documentation included in the project manual as it relates to their work.

DIVISION 1 – GENERAL CONDITIONS
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ALL	ALL	0.30	Contact J.U.L.I.E. 72 hours minimum prior to any excavation work. Record and document all contact with J.U.L.I.E. including but not limited to Dig Number; present J.U.L.I.E. dig number and all other J.U.L.I.E. related documentation to the Construction Manager 24-hours minimum prior to any excavation. All these J.U.L.I.E. documentation shall be included as part of the close out documentation.
All	All	0.31	Weekly Certified Payroll Reports are required with monthly pay application. Certified Payroll reports are also required on any sub-tiers performing labor.
All	All	0.32	Contractors to provide all necessary signage to alert traffic or other of the work being performed and to provide all related traffic control items as shown on the Drawings and/or Contract Documents. Any TRADE CONTRACTOR not adhering to the traffic control requirements will result in the Construction Manager bringing a flagger onsite at the cost of the TRADE CONTRACTOR(S).
All	All	0.33	All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
All	All	0.34	Change orders are required to be turned in no later than 15 days after the work has been completed and must be accompanied by a signed T&M ticket from the Superintendent. Change orders turned in later than 15 days and/or not accompanied by signed T&M ticket will be subject to rejection.
All	All	0.35	All TRADE CONTRACTORS shall be responsible for his/her for any temporary power needed by that TRADE CONTRACTOR
All	All	0.36	All TRADE CONTRACTORS shall be responsible for the coordination with all other contractors through the Wight Superintendent to achieve final result
All	All	0.37	IT IS THE RESPONSIBILITY OF EACH TRADE CONTRACTOR TO READ THE SCOPES OF WORK FOR ALL TRADES.
All	All	0.38	All TRADE CONTRACTORS must wear High visibility shirts or a high visibility vest at all times. Hard hats and safety glasses must be worn at all times.
All	All	0.39	Each Trade Contractor must sign in and sign out on the sign-in sheet located in the jobsite trailer every day.
All	All	0.40	Daily Reports are required by Trade Contractors each day by 8am to the project superintendent in the jobsite trailer. Weekly Tool Box talks will be provided by Superintendent and are to be returned the following day in the jobsite trailer.
All	All	0.41	All Trade Contractors are required to submit Job Hazard Analysis and method statements as required by the Construction Manager.
All	All	0.42	This entire Project must be complete on or before July 31, 2018.
All	All	0.43	Each trade contractor will be required to fill out the OSLAD billing paperwork as it relates to their scope of work.

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

Bid Pkg. #	Trade	Scope Item #	Scope –Trade Contractor shall furnish, install, complete and/or otherwise comply with the following:
01	Excavation/ Site Utilities	01.1	This TRADE CONTRACTOR shall be responsible for furnishing all material, labor, supervision, layout and survey services associated with this work.
01	Excavation/ Site Utilities	01.2	Adherence with all testing procedures and/or Geo-Technical Engineering findings and recommendations shall be strictly enforced.
01	Excavation/ Site Utilities	01.3	Protect and maintain all survey stakes. This TRADE CONTRACTOR shall be responsible to provide its own project layout according to the drawings, considering the benchmarks locations and elevations that will be given by the Construction Manager.
01	Excavation/ Site Utilities	01.4	Provide all necessary signage to alert traffic or other of the work being performed. Shall also protect/barricade all open excavations.
01	Excavation/ Site Utilities	01.5	Contact J.U.L.I.E. 72-hours minimum prior to any excavation work by this Trade Contractor. Record and document all contact with J.U.L.I.E. including but not limited to Dig Number; present J.U.L.I.E Dig Number and all related J.U.L.I.E documentation to Construction Manager 24-hours hours (minimum) prior to any excavation, present J.U.L.I.E Dig Number and all related J.U.L.I.E documentation to Design/Builder as part of close-out package submittal. Owner will provide a locate for all private utilities.
01	Excavation/ Site Utilities	01.6	This TRADE CONTRACTOR will be responsible for all excavation for: curbs, sidewalks, asphalt pathways and parking areas, concrete slabs and permeable paver areas. All extra material is to be disposed of at the sled hill area. This TRADE CONTRACTOR is to include removal of existing asphalt, stone base, concrete aprons, curbs, fencing, storm sewer pipe/structures and soils. This TRADE CONTRACTOR is responsible for the demolition of all items as shown on the demolition drawing. Provide all saw-cutting as required. Trees will be removed by owner.
01	Excavation/ Site Utilities	01.7	This TRADE CONTRACTOR is responsible for the placement and compaction of all stone bases for concrete sidewalks, concrete slabs, curbs, pavers, and asphalt paving. This TRADE CONTRACTOR is also responsible for backfilling of soils and stone as necessary of all paved areas and concrete.
01	Excavation/ Site Utilities	01.8	This TRADE CONTRACTOR shall perform daily cleanup operations and shall comply with all OSHA safety requirements.
01	Excavation/ Site Utilities	01.9	This TRADE CONTRACTOR shall be responsible for all public access (streets, roads, aprons, curb-cuts, sidewalks, roads, etc.) maintenance on a daily basis and for the duration of all on site activities that is clear of dirt, dust, debris, mud, stones, rocks, sediment and/or project related materials of any kind caused by this TRADE CONTRACTOR. This TRADE CONTRACTOR shall provide all required street sweeper during her/his work period.
01	Excavation/ Site Utilities	01.10	Place excavated spoils so as not to interfere with the work of other trade contractors and/or as directed by Construction Manager. After backfill, this trade contractor shall dispose of materials off site.
01	Excavation/ Site Utilities	01.11	This trade contractor shall comply with all “best practice” procedures for backfilling against new foundation wall as enumerated elsewhere in this bid group.

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

01	Excavation / Site Utilities	01.12	Contractors to perform under guidelines of phasing and scheduling. The schedule contained in this Bid Group may be updated by future adjustments that will become part of said contractors' agreement.
01	Excavation / Site Utilities	01.13	This TRADE CONTRACTOR shall perform all the required scope of work for the installation of the new storm drainage systems including all pipe and structures, according to the drawings, specifications, contract documents, local and state codes, etc.
01	Excavation / Site Utilities	01.14	This TRADE CONTRACTOR shall be responsible for taking appropriate measures to protect existing conditions including but not necessarily limited to perimeter landscaping, curbs, gutters, drives and walks, buildings, light poles, hydrants, etc. from damage that may be caused by this work.
01	Excavation / Site Utilities	01.15	This TRADE CONTRACTOR shall be responsible for installation, maintenance, and removal of all sediment and erosion control items, required for the project, as indicated on the drawings and/or as required per codes or local authorities. This TRADE CONTRACTOR shall provide silt screen over all inlets to prevent clogging of underground piping. Silt fencing is to be included.
01	Excavation / Site Utilities	01.16	Protect and maintain all survey stakes. This TRADE CONTRACTOR shall be responsible to provide its own project layout and survey work according to the drawings, considering the benchmarks locations and elevations that will be given by the Construction Manager.
01	Excavation / Site Utilities	01.17	This TRADE CONTRACTOR shall be responsible for all dewatering as associated with this TRADE CONTRACTORS work.
01	Excavation / Site Utilities	01.18	This TRADE CONTRACTOR shall provide protective fencing around existing items as shown on the drawings.
01	Excavation / Site Utilities	01.19	All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.
01	Excavation / Site Utilities	01.20	Contact inspecting agencies associated with the work of this Trade Contractor to a) schedule any and all required inspections, b) complete that work required for acceptance of this Trade Contractors work by the jurisdictional inspecting agency and c) submit all inspecting agency sign-off related documentation to Construction Manager.
01	Excavation / Site Utilities	01.21	This TRADE CONTRACTOR is responsible for all permits, and fees required for the completion of his/her work.
01	Excavation / Site Utilities	01.22	Furnish and install all necessary concrete structures including but not limited to all manholes, valve vaults, thrust blocks, oil separators, catch basins, etc. for the storm system, with the proper sealant and according to the construction documents. All concrete structures to include all rings, frames, gaskets, steps, lids, etc. as shown on the drawings and/or as required per local and state codes in order to have a fully operational system.
01	Excavation / Site Utilities	01.23	Furnish and install all frames, grates, and extensions where required by the Construction Manager and construction documents.
01	Excavation / Site Utilities	01.24	This TRADE CONTRACTOR is responsible for site grubbing and removal of all existing vegetation spoils.
01	Excavation / Site Utilities	01.25	This TRADE CONTRACTOR shall furnish and install all rip rap.

DIVISION 1 – GENERAL CONDITIONS
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01	Excavation / Site Utilities	01.26	This TRADE CONTRACTOR shall furnish excavation in the ball fields for installation of clay bricks and infield mix by others.
01	Excavation / Site Utilities	01.27	This TRADE CONTRACTOR shall provide proof rolls for parking area and playground subgrades.
01	Excavation / Site Utilities	01.28	This TRADE CONTRACTOR shall not be responsible for the demolition of the existing ball field sports lights. This will be done by others.
01	Excavation / Site Utilities	01.29	This TRADE CONTRACTOR is not responsible for the excavation of footings for archway and shade sales. This will be done by others.
01	Excavation / Site Utilities	01.30	Where pavers are to be installed this TRADE CONTRACTOR will furnish, install and compact stone base up to the bottom of the CA-16 bedding. The bedding will be furnished and installed by paver installation contractor.
01	Excavation / Site Utilities	01.31	This TRADE Contractor shall furnish and install all filter fabric as required.
01	Excavation / Site Utilities	01.32	For the playground area, this TRADE CONTRACTOR shall cut the area down to subgrade and install the perforated drain pipe as well as stone and fabric around pipe. The playground contractor shall be responsible for the fabric and stone sub-base for the playground area. Landscape contractor will be responsible for stone base and backfill under and behind the new retaining wall.
01	Excavation / Site Utilities	01.33	This TRADE CONTRATOR shall provide the rough grading of all soils as shown, finish grading will be by the landscape contractor.
01	Excavation / Site Utilities	01.34	ALTERNATE #1: Permeable paver lot- provide added cost for the demolition, excavation, fabric and stone base to install a permeable paver lot in lieu of asphalt. CA-16 bedding is by others.
01	Excavation / Site Utilities	01.35	This TRADE CONTRACTOR shall include an allowance of \$20,000.00 to be included in the base bid to account for any unforeseen conditions. Contract amounts will be adjusted by change order for amounts greater or less than the allowance. Allowance to be utilized only at the direction of Construction Manager.

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

Bid Pkg. #	Trade	Scope Item #	Scope – This Trade Contractor's scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope.
02	Concrete	2.01	This TRADE CONTRACTOR shall be responsible for the site layout and survey work, as well as measuring and field dimensioning associated with this Trade Contractor's work.
02	Concrete	2.02	This TRADE CONTRACTOR shall be responsible for taking appropriate measures to protect existing conditions including but not necessarily limited to perimeter landscaping, curbs, gutters, drives and walks, buildings, light poles, hydrants, etc. from damage that may be caused by this work.
02	Concrete	2.03	This TRADE CONTRACTOR shall be responsible for installing all sidewalks including tactile strips, curbs, stairs and concrete slabs.
02	Concrete	2.04	This TRADE CONTRACTOR shall be responsible for furnishing and installing all required steel reinforcing for concrete work.
02	Concrete	2.05	The concrete footings for the shade sails, baseball bollards and archway are not part of this scope. This work will be done by others.
02	Concrete	2.06	This TRADE CONTRACTOR shall be responsible for necessary street sweeping from debris created on public streets from own work.
02	Concrete	2.07	The installation and concrete footings for the playground equipment including the baseball bollards is by others.
02	Concrete	2.08	This TRADE CONTRACTOR shall furnish and install the metal handrail for the new stairs.
02	Concrete	2.09	This Trade Contractor will be responsible for all concrete caulking and sealing as noted on the drawings.
02	Concrete	2.10	This TRADE CONTRACTOR shall be responsible for all expansion joints, construction joints, fillers, caulking, sealants, etc. for concrete work.
02	Concrete	2.11	This TRADE CONTRACTOR shall be responsible for all concrete rubbing for exposed surfaces; said finishes shall be uniform in color and texture. All slabs on grade must be left smooth, level, and clean after final curing has occurred.
02	Concrete	2.12	This TRADE CONTRACTOR shall be responsible for all dewatering as associated with this TRADE CONTRACTORS work.
02	Concrete	2.13	Alternate #1- Permeable paver lot. Provide cost for the change from an asphalt parking lot to a permeable paver parking lot as per the drawings.
02	Concrete	2.14	Left blank
02	Concrete	2.15	Left blank
02	Concrete	2.16	Left blank

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

Bid Pkg. #	Trade	Scope Item #	Scope – This Trade Contractor’s scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope.
03	Electrical	03.01	Provide a fully functioning electrical system as per drawings.

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

03	Electrical	03.02	This TRADE CONTRACTOR shall be responsible for furnishing and installing all conduit, wires, hand hold boxes and fixtures as shown on the drawings. All work associated with the MUSCO lighting systems is by others.
03	Electrical	03.03	This TRADE CONTRACTOR shall be responsible for all trenching work and backfill as required. Backfill shall be compacted stone under all paved surfaces.
03	Electrical	03.04	This TRADE CONTRACTOR shall be responsible for furnishing and installing all exterior lighting per construction documents and specifications.
03	Electrical	03.05	This TRADE CONTRACTOR shall be responsible for any out-of-sequence and/or additional wiring and testing of contractor's work to permit expedited completion of partitions, ceilings, and other work, including the furnishing and installation of equipment.
03	Electrical	03.06	This TRADE CONTRACTOR shall be responsible for all coordinating with all other contractors to obtain wiring diagrams and requirements for equipment furnished by others, prior to wiring same in the field.
03	Electrical	03.07	This TRADE CONTRACTOR shall be responsible for all directory label charts, identification and tagging requirements of work as required within the specifications and as indicated on the drawings.

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

03	Electrical	03.08	This TRADE CONTRACTOR shall be responsible for all electrical/lighting related work on drawings and in specifications, as may be noted on architectural, mechanical, and plumbing documents or specification sections.
03	Electrical	03.09	All shut downs and/or interruptions in service, if required, shall be coordinated through the Design/ Builder. Such activities will be scheduled to minimize project disruption.
03	Electrical	03.10	This TRADE CONTRACTOR shall be responsible for applications, inspection coordination, scheduling, testing and all things required to satisfy the requirements of local code enforcement inspection services shall be by this trade contractor. This trade contractor to submit verification of conversations, inspections, and/or approvals to Design/ Builder within 72 hours of said occurrence.
03	Electrical	03.11	This TRADE CONTRACTOR shall include training as required for the Oakbrook Park District staff as scheduled by Construction Manager.
03	Electrical	03.12	This trade contractor shall disconnect all electrical feeds to existing equipment before demolition by others.
03	Electrical	03.13	This trade contractor will furnish and install all site lighting and equipment.
03	Electrical	03.14	Owner will provide a locate for all private utilities and electrical runs.
03	Electrical	03.15	This TRADE CONTRACTOR shall be responsible for coring as required for new electrical runs.

Bid Pkg.		Scope	Scope –Trade Contractor shall furnish, install, complete
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DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

#	Trade	Item #	and/or otherwise comply with the following:
04	Asphalt Paving	04.1	Furnish necessary survey and layout work as required.
04	Asphalt Paving	04.2	Provide all necessary signage to alert traffic or other of the work being performed and to provide all related traffic control items as shown on the drawings, contract documents, as requested by state (Illinois Department of Transportation - IDOT, etc.) and local codes, etc.
04	Asphalt Paving	04.3	Furnish and install a Bituminous Binder Course, according to Contract Documents.
04	Asphalt Paving	04.4	Furnish and install all required Prime Coat according to the drawing and contract documents.
04	Asphalt Paving	04.5	Furnish and install a Bituminous Surface Course, according to Contract Documents.
04	Asphalt Paving	04.6	All stone base by others.
04	Asphalt Paving	04.7	All areas around bollards, poles, surface mounts must be sloped in accordance with the Construction Documents.
04	Asphalt Paving	04.8	All necessary surface adhesives for Asphalt to be properly sealed.
04	Asphalt Paving	04.9	Provide and comply with all safety OSHA requirements.
04	Asphalt Paving	04.10	Provide any necessary lifts/proof rolling to complete scope of work.
04	Asphalt Paving	04.11	Provide all required tack coats.
04	Asphalt Paving	04.12	This TRADE CONTRACTOR shall furnish and install all parking lot signage as shown on the drawings as well as all parking lot striping. This is to be included in the base bid even if the alternate for the permeable paver parking lot is accepted.
04	Asphalt Paving	04.13	Contact inspecting agencies associated with the work of this Trade Contractor to a) schedule any and all required inspections, b) complete that work required for acceptance of this Trade Contractors work by the jurisdictional inspecting agency and c) submit all inspecting agency sign-off related documentation to Design/Builder. All testing and inspections to comply with IDOT standards and/or contract documents.
04	Asphalt Paving	04.14	This TRADE CONTRACTOR shall be responsible for all parking lot stripping and signage as per the plans.
04	Asphalt Paving	04.15	This TRADE CONTRACTOR shall be responsible for all dewatering as associated with this TRADE CONTRACTORS work.
04	Asphalt Paving	04.16	This TRADE CONTRACTOR shall be responsible for necessary street sweeping from debris created on public streets from their own work and for keeping the school's parking lot clean as well.
04	Asphalt Paving	04.17	Paving of all parking lot and pathways is by this TRADE CONTRACTOR. Stone will be placed by others, but finish grading and compaction will be by this TRADE CONTRACTOR.
04	Asphalt Paving	04.18	All mobilizations and demobilizations related costs of this TRADE CONTRACTOR are to be included without consideration of additional compensation.

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

04	Asphalt Paving	04.19	Provide and comply with all life safety OSHA standards.
04	Asphalt Paving	04.20	This TRADE CONTRACTOR shall be responsible for all public access (streets, roads, aprons, curb-cuts, sidewalks, roads, etc.) maintenance on a daily basis and for the duration of all on site activities that is clear of dirt, dust, debris, mud, stones, rocks, sediment and/or project related materials of any kind.
04	Asphalt Paving	04.21	This TRADE CONTRACTOR shall be responsible for taking appropriate measures to protect existing conditions including but not necessarily limited to perimeter landscaping, curbs, gutters, drives and walks, buildings, light poles, hydrants, etc. from damage that may be caused by this work.
04	Asphalt Paving	04.22	Contact J.U.L.I.E. 72-hours minimum prior to any excavation work by this Trade Contractor. Record and document all contact with J.U.L.I.E. including but not limited to Dig Number; present J.U.L.I.E Dig Number and all related J.U.L.I.E documentation to Construction Manager 24-hours hours (minimum) prior to any excavation, present J.U.L.I.E Dig Number and all related J.U.L.I.E documentation to Design/Builder as part of close-out package submittal.
04	Asphalt Paving	04.23	ALTERNATE #1- Provide deduct cost for the parking area to be constructed of permeable pavers in lieu of asphalt paving.
04	Asphalt Paving	04.24	Alternate #2- Provide additional cost to mill and repave existing parking lot as shown in the drawings.

Bid Pkg.	Trade	Scope Item #	Scope – This TRADE CONTRACTOR’S scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope.
05	Landscaping	05.01	TRADE CONTRACTOR shall furnish and install all required soil preparation, trees, shrubs, groundcovers, mulch and planting

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

			accessories, fertilizers, any required topsoil for planting bed mixes, mulch and maintenance according to the drawings, specifications and contract documents. Topsoil shall be placed by others to a rough grade. This TRADE CONTRACTOR shall provide tilling and finish grading.
05	Landscaping	05.02	This TRADE CONTRACTOR shall furnish and install the clay bricks and ballfield mix as shown. Excavation to subgrade will be by others.
05	Landscaping	05.03	This TRADE CONTRACTOR shall furnish and install all lawns and grasses as indicated on the plans and specifications including preparation, seeding, blanketing, maintenance etc.
05	Landscaping	05.04	This Trade Contractor shall install equipment for the new bases and mounds. Materials will be supplied by the owner.
05	Landscaping	05.05	This TRADE CONTRACTOR shall provide maintenance as indicated within the specifications. This includes any watering and mowing of plantings, lawns, & grasses.
05	Landscaping	05.06	This TRADE CONTRACTOR shall haul off and remove any spoils or debris generated from their scope of work.
05	Landscaping	05.07	This TRADE CONTRACTOR shall furnish and install the new retaining wall at the playground including the drain tile behind the walls. This is to include connection into the structure. Excavation will be by others. Stone base and backfill will be by this TRADE CONTRACTOR.
05	Landscaping	05.08	This TRADE CONTRACTOR shall remove all sit fence and restore those areas at the completion of the project.
05	Landscaping	05.09	Rip rap, permeable pavers and playground installation is by others.
05	Landscaping	05.10	This TRADE CONTRACTOR shall provide grading and restoration for all electrical trenching and light pole installation.
05	Landscaping	05.11	Alternate #4- Furnish and install native landscaping in the swale as shown on the drawings.

Bid Pkg. #	Trade	Scope Item #	Scope – This Trade Contractor’s scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope.
06	Playground Equipment	06.01	This TRADE CONTRACTOR shall be responsible for the professional installation of the Playground Equipment which will be provided by the owner. Excavation of the playground

DIVISION 1 – GENERAL CONDITIONS
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			area will be by others. This TRADE CONTRACTOR will be responsible for augering and pouring concrete bases for the installation.
06	Playground Equipment	06.02	This TRADE CONTRACTOR shall be responsible for all of the equipment layout.
06	Playground Equipment	06.03	This TRADE CONTRACTOR shall be responsible to coordinate work and scope with site superintendent and other trade contractors involved
06	Playground Equipment	06.04	Drainage pipe installation for the play area is by others. This TRADE CONTRACTOR shall furnish and install the filter fabric and the stone base for the playground area.
06	Playground Equipment	06.05	This TRADE CONTRACTOR will furnish and install the rubber play surface in the playground area.
06	Playground Equipment	06.06	This TRADE CONTRACTOR shall install the shade sail structures and the archway which will be furnished by the owner. Concrete footings are by this TRADE CONTRACTOR, including excavation and removal of spoils.
06	Playground Equipment	06.07	This TRADE CONTRACTOR shall furnish and install the baseball bollards and the planters.
06	Playground Equipment	06.08	Installation of the retaining wall is by others.
06	Playground Equipment	06.09	Furnish and install stadium seating and benches in the playground area.

Bid Pkg. #	Trade	Scope Item #	Scope –Trade Contractor shall furnish, install, complete and/or otherwise comply with the following:
07	Pavers	07.01	This TRADE CONTRACTOR shall be responsible for furnishing and installing ALL brick pavers outlined in the contract documents and all associated material necessary for a complete and total installation of the paver walkways. Excavation and base stone will be by others. CA-16 bedding stone will be by this TRADE CONTRACTOR. This TRADE CONTRACTOR shall be responsible for furnishing and installing the chip void filler for the pavers.

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

07	Pavers	07.02	Left Blank
07	Pavers	07.03	This TRADE CONTRACTOR shall be responsible for providing all necessary signage to alert traffic or other of the work being performed and to provide all related traffic control items as shown on the drawings, contract documents, as requested by state (Illinois Department of Transportation - IDOT, etc.) and local codes, etc.
07	Pavers	07.04	This TRADE CONTRACTOR shall accept sub-base conditions prior to proceeding. Sub-base acceptance applies to all aspects of this Trade Contractor's work. Issues taken with sub-base conditions are to be itemized and presented (location plan and narrative) in writing to Construction Manager. Proceeding with the work will constitute acceptance of sub-base conditions by this TRADE CONTRACTOR.
07	Pavers	07.05	This TRADE CONTRACTOR shall be responsible for compaction. Compaction must meet Construction Documents and Industry Standards.
07	Pavers	07.06	This TRADE CONTRACTOR shall be responsible for sloping all areas around bollards, poles, and surface mounts in accordance with the Construction Documents.
07	Pavers	07.07	All edging as required is to be furnished and installed by this TRADE CONTRACTOR.
07	Pavers	07.08	Contractor to perform under guidelines of phasing and scheduling. The schedule contained in this Bid Group may be updated by future adjustments that will become part of said contractors' agreement.
07	Pavers	07.09	This TRADE CONTRACTOR shall be responsible for furnishing all material, labor, equipment, supervision, and layout associated with this work.
07	Pavers	07.10	This TRADE CONTRACTOR shall perform daily clean up operations and shall comply with all OSHA safety requirements.
07	Pavers	07.11	Alternate # 1- provide additional cost to install permeable pavers as shown for alternate #1 on the drawings. Parking lot signage and striping will be by others. Excavation and base stone will be by others but CA-16 bedding stone is by this TRADE CONTRACTOR.

Bid Pkg. #	Trade	Scope Item #	Scope –Trade Contractor shall furnish, install, complete and/or otherwise comply with the following:
08	Fencing	08.1	Protect existing conditions from damage caused by this Trade Contractor including but not necessarily limited to landscaping, sidewalks, existing public-ways (roadways sidewalks, pavement, aprons, etc.), striping, brick walls, foundations, structures (above or below ground / man-made or non-man-made, etc.).
08	Fencing	08.2	Contact inspecting agencies associated with the work of this

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

			Trade Contractor to a) schedule any and all required inspections, b) complete that work required for acceptance of this Trade Contractors work by the jurisdictional inspecting agency and c) submit all inspecting agency sign-off related documentation to Construction Manager.
08	Fencing	08.3	Remove all excess materials caused by this Trade Contractor from the site within one (1) calendar week of substantial completion.
08	Fencing	08.4	Coordinate secure staging, storage for materials and/or equipment kept on site by this Trade Contractor with Construction Manager prior to proceeding.
08	Fencing	08.5	Provide all required traffic, pollution and noise controls for the work related to this TRADE CONTRACTOR'S scope of work.
08	Fencing	08.6	Contact J.U.L.I.E. 72-hours minimum prior to any excavation work by this Trade Contractor. Record and document all contact with J.U.L.I.E. including but not limited to Dig Number; present J.U.L.I.E Dig Number and all related J.U.L.I.E documentation to Design/Builder 24-hours hours (minimum) prior to any excavation, present J.U.L.I.E Dig Number and all related J.U.L.I.E documentation to Design/Builder as part of close-out package submittal.
08	Fencing	08.7	TRADE CONTRACTOR shall furnish and install all work as required to assure the proper setting and installation of all fencing within this scope of work. All work according to the drawings, specifications and contract documents.
08	Fencing	08.8	TRADE CONTRACTOR shall include all required coring/excavating for foundation posts, at locations indicated on drawings. Spoils to be removed from site.
08	Fencing	08.9	Contractors to perform under guidelines of phasing and scheduling. The schedule contained in this Bid Group may be updated by future adjustments that will become part of said contractors' agreement.
08	Fencing	08.10	This TRADE CONTRACTOR is to furnish and install all fencing and gates, including the plastic safety cap as shown. Dumpster enclosure is to be included in this scope.
08	Fencing	08.11	This TRADE CONTRACTOR is to furnish and install the shade fabric for the new dugouts.
08	Fencing	08.12	Alternate #3- remove and replace outfield fence as shown on the drawings

Bid Pkg. #	Trade	Scope Item #	Scope – This Trade Contractor's scope shall include but not be limited to the scope listed below. Please see entirety of bid documents for all scope.
09	Masonry	09.1	This TRADE CONTRACTOR is to furnish and install all material to complete the masonry columns at the new archway feature.
09	Masonry	09.2	Protect and maintain all survey stakes. This TRADE CONTRACTOR shall be responsible to provide its own project layout according to the drawings, considering the benchmarks locations and elevations that will be given by the Construction Manager.

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

09	Masonry	09.3	Contact inspecting agencies associated with the work of this Trade Contractor to a) schedule any and all required inspections, b) complete that work required for acceptance of this Trade Contractors work by the jurisdictional inspecting agency and c) submit all inspecting agency sign-off related documentation to Construction Manager. This TRADE CONTRACTOR shall also be responsible for scheduling of all required testing. Submit two copies of all field test reports, daily, to the Construction Manager.
09	Masonry	09.4	Remove all excess materials caused by this Trade Contractor from the site within one (1) calendar week of substantial completion of masonry or as directed by Construction Manager.
09	Masonry	09.5	Coordinate secure staging, storage for materials and/or equipment kept on site by this Trade Contractor with Construction Manager prior to proceeding.
09	Masonry	09.6	Provide all required traffic, pollution and noise controls for the work related to this TRADE CONTRACTOR'S scope of work.
09	Masonry	09.7	Contractors to perform under guidelines of phasing and scheduling. The schedule contained in this Bid Group may be updated by future adjustments that will become part of said contractors' agreement.
09	Masonry	09.8	If determined to be deficient in any way by Construction Manager, this Masonry Trade Contractor understands and accepts that in-progress and/or completed work will be redone at the full expense of this Masonry Trade Contractor on a time line as established by Construction Manager.
09	Masonry	09.9	This TRADE CONTRACTOR shall perform daily cleanup operations and shall comply with all OSHA safety requirements.
09	Masonry	09.10	This Masonry Trade Contractor shall furnish and install all materials, jurisdictionally skilled and/or licensed labor, equipment, tools, etc. and all things required for all exterior masonry columns.
09	Masonry	09.11	This TRADE CONTRACTOR shall be responsible for all layout work, measuring and field dimensioning associated with this Trade Contractor's work
09	Masonry	09.12	This TRADE CONTRACTOR shall be responsible for furnishing and installing all Masonry reinforcing requirements, including reinforcing bars, dowels, shear bars, wall ties, straps, anchors, and other items required for completion of contractors work as indicated on construction documents and/or as specified in the project manual. Lintels to be supplied by others.
09	Masonry	09.13	Left Blank
09	Masonry	09.14	This TRADE CONTRACTOR shall be responsible for all expansion and/ or control joints required as shown and /or as required by the technical agency with jurisdiction (i.e. National Concrete Masonry Institute of America (NCMA), etc), including but not necessarily all expansion and control joint fillers, sealant, backer rods, preformed gaskets, and steel bars requirements as indicated on construction documents and/or as specified in the project manual.
09	Masonry	09.15	Left Blank
09	Masonry	09.16	This Masonry Trade Contractor is responsible to furnish, install and/or otherwise complete all masonry related concrete, grout filling and steel reinforcement.

DIVISION 1 – GENERAL CONDITIONS
SECTION 00300– Bid Package Scope Document

09	Masonry	09.17	Left Blank
09	Masonry	09.18	Left Blank
09	Masonry	09.19	The industry rule of thumb term “Use is Acceptance” will be enforced. That is, if masonry work is performed, it will be assumed that this Masonry Trade Contractor has accepted the quality and coordination of the work of other trade contractors that this Masonry Trade Contractor is working on or against.
09	Masonry	09.20	This Masonry Trade Contractor is responsible for preparing (i.e. cleaning) adjacent surfaces (i.e. concrete foundation tops, etc.) prior to masonry installation. Start of work by this Masonry Trade Contractor on top of or against concrete or any other surface means this Masonry Trade Contractor has accepted the quality and completeness of that surface.
09	Masonry	09.21	This Masonry Trade Contractor is responsible to furnish and install all full height, full width interior and/or exterior masonry related sealant and caulking including but not necessarily limited to masonry to masonry, masonry to any other material, etc. Sealant and caulking shall comply with the fire rating requirements of the wall where installed.
09	Masonry	09.22	This Masonry Trade Contractor will protect all masonry related materials on site either prior to installation, during installation and/or until final acceptance by Construction Manager.
09	Masonry	09.23	This Masonry Trade Contractor is responsible to furnish and install all miscellaneous masonry accessories including but not necessarily limited to wire mesh, wall ties, pins, etc.
09	Masonry	09.24	This Masonry Trade Contractor is responsible for any and all masonry related shoring and bracing.
09	Masonry	09.25	This Masonry Trade Contractor is responsible to furnish, install and/or otherwise complete all masonry related concrete, grout filling and steel reinforcement.

END SECTION 00300

BID DUE DATE: **December 20, 2017, at 11:00 a.m. (CST)**
(as date/time stamped by the Oak Brook Park District Receptionist)

BID TO: Oak Brook Park District

RECEIVED BY: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #01 Excavation and Site Utilities
Central Park Improvements
1450 Forest Gate Road
Oak Brook, IL 60523

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda:	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the Architect, Wight & Company, the undersigned hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00301 - BID FORM

To carefully check the bid figures and that he shall be responsible for any errors or omissions based on these specifications and alternates as submitted on the Bid Form.

To accept the provisions of the General Provisions, General and Special Conditions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction Schedule to ensure completion of the Work within the Completion Dates specified in the Contract Documents, it being understood and agreed that the completion within this time is an essential part of this Contract. The Construction Schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, bonds, compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT **Central Park Improvements**

Dollars (\$ _____)

Alternate #1- Paver Parking Lot

_____ Dollars (\$

) ADD/DEDUCT

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Each of the alternate amounts includes the entire cost of such alternate. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all proposed substitutions, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Bank Cashier's Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

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 and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a 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 in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 2017

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(Firm Name)

(Address)

(CORPORATE SEAL)

Oak Brook Park District
Central Park Improvements

00301-4

07-5646-04
Bid Group 1

Bid Package #01 – Excavation and Site Utilities

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00301 - BID FORM

(Telephone Number) (FAX)

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2017

NOTE: **All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

BID DUE DATE: **December 20, 2017, at 11:00 a.m. (CST)**
(as date/time stamped by the Oak Brook Park District Receptionist)

BID TO: Oak Brook Park District

RECEIVED BY: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #02 Concrete
Central Park Improvements
1450 Forest Gate Road
Oak Brook, IL 60523

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda:	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the Architect, Wight & Company, the undersigned hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00302 - BID FORM

To carefully check the bid figures and that he shall be responsible for any errors or omissions based on these specifications and alternates as submitted on the Bid Form.

To accept the provisions of the General Provisions, General and Special Conditions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction Schedule to ensure completion of the Work within the Completion Dates specified in the Contract Documents, it being understood and agreed that the completion within this time is an essential part of this Contract. The Construction Schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, bonds, compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT **Central Park Improvements**

Dollars (\$ _____)

Alternate #1- Paver Parking Lot

_____ Dollars (\$) _____) ADD/DEDUCT

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Each of the alternate amounts includes the entire cost of such alternate. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all proposed substitutions, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Bank Cashier's Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00302 - BID FORM

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

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 and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a 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 in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 2017

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(Firm Name)

(Address)

(CORPORATE SEAL)

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00302 - BID FORM

(Telephone Number) (FAX)

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2017

NOTE: **All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

BID DUE DATE: **December 20, 2017, at 11:00 a.m. (CST)**
(as date/time stamped by the Oak Brook Park District Receptionist)

BID TO: Oak Brook Park District

RECEIVED BY: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #03 Electrical
Central Park Improvements
1450 Forest Gate Road
Oak Brook, IL 60523

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda:	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the Architect, Wight & Company, the undersigned hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00303 - BID FORM

To carefully check the bid figures and that he shall be responsible for any errors or omissions based on these specifications and alternates as submitted on the Bid Form.

To accept the provisions of the General Provisions, General and Special Conditions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction Schedule to ensure completion of the Work within the Completion Dates specified in the Contract Documents, it being understood and agreed that the completion within this time is an essential part of this Contract. The Construction Schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, bonds, compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT **Central Park Improvements**

Dollars (\$ _____)

Award Basis:

Oak Brook Park District
Central Park Improvements

00303-2

07-5646-04
Bid Group 1
Bid Package #03 - Electrical

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00303 - BID FORM

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Each of the alternate amounts includes the entire cost of such alternate. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all proposed substitutions, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Bank Cashier's Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00303 - BID FORM

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 and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a 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 in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 2017

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(CORPORATE SEAL)

(Firm Name)

(Address)

(Telephone Number)

(FAX)

(E-mail Address)

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00303 - BID FORM

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2017

NOTE: **All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

BID DUE DATE: **December 20, 2017, at 11:00 a.m. (CST)**
(as date/time stamped by the Oak Brook Park District Receptionist)

BID TO: Oak Brook Park District

RECEIVED BY: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #04 Asphalt Paving
Central Park Improvements
1450 Forest Gate Road
Oak Brook, IL 60523

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda:	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the Architect, Wight & Company, the undersigned hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00304 - BID FORM

To carefully check the bid figures and that he shall be responsible for any errors or omissions based on these specifications and alternates as submitted on the Bid Form.

To accept the provisions of the General Provisions, General and Special Conditions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction Schedule to ensure completion of the Work within the Completion Dates specified in the Contract Documents, it being understood and agreed that the completion within this time is an essential part of this Contract. The Construction Schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, bonds, compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT **Central Park Improvements**

Dollars (\$ _____)

Alternate #1- Paver Parking Lot

Dollars (\$) _____) DEDUCT

Alternate #2- Mill and overlay existing parking lot

Dollars (\$) _____) ADD

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Each of the alternate amounts includes the entire cost of such alternate. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all proposed substitutions, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Bank Cashier's Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

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 and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a 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 in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 2017

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(Firm Name)

(Address)

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00304 - BID FORM

(CORPORATE SEAL)

(Telephone Number) (FAX)

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2017

NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.

BID DUE DATE: **December 20, 2017, at 11:00 a.m. (CST)**
(as date/time stamped by the Oak Brook Park District Receptionist)

BID TO: Oak Brook Park District

RECEIVED BY: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #05 - Landscaping
Central Park Improvements
1450 Forest Gate Road
Oak Brook, IL 60523

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda:	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the Architect, Wight & Company, the undersigned hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00305 - BID FORM

To carefully check the bid figures and that he shall be responsible for any errors or omissions based on these specifications and alternates as submitted on the Bid Form.

To accept the provisions of the General Provisions, General and Special Conditions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction Schedule to ensure completion of the Work within the Completion Dates specified in the Contract Documents, it being understood and agreed that the completion within this time is an essential part of this Contract. The Construction Schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, bonds, compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT **Central Park Improvements**

Dollars (\$ _____)

ALTERNATE #4- Additional cost to furnish and install native landscape in the swale as shown in the drawings

Dollars(\$ _____)

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Each of the alternate amounts includes the entire cost of such alternate. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all proposed substitutions, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Bank Cashier's Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00305 - BID FORM

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

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 and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a 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 in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 2017

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(Firm Name)

(Address)

(CORPORATE SEAL)

(Telephone Number)

(FAX)

Oak Brook Park District
Central Park Improvements

00305-4

07-5646-04
Bid Group 1

Bid Package #05 - Landscaping

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00305 - BID FORM

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2017

NOTE: **All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

BID DUE DATE: **December 20, 2017, at 11:00 a.m. (CST)**
(as date/time stamped by the Oak Brook Park District Receptionist)

BID TO: Oak Brook Park District

RECEIVED BY: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #06 – Playground Equipment
Central Park Improvements
1450 Forest Gate Road
Oak Brook, IL 60523

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda:	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the Architect, Wight & Company, the undersigned hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00306 - BID FORM

To carefully check the bid figures and that he shall be responsible for any errors or omissions based on these specifications and alternates as submitted on the Bid Form.

To accept the provisions of the General Provisions, General and Special Conditions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction Schedule to ensure completion of the Work within the Completion Dates specified in the Contract Documents, it being understood and agreed that the completion within this time is an essential part of this Contract. The Construction Schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, bonds, compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT **Central Park Improvements**

Dollars (\$ _____)

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Each of the alternate amounts includes the entire cost of such alternate. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all proposed substitutions, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Bank Cashier's Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00306 - BID FORM

perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

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 and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a 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 in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 2017

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(Firm Name)

(Address)

(CORPORATE SEAL)

(Telephone Number)

(FAX)

(E-mail Address)

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00306 - BID FORM

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2017

NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.

BID DUE DATE: **December 20, 2017, at 11:00 a.m. (CST)**
(as date/time stamped by the Oak Brook Park District Receptionist)

BID TO: Oak Brook Park District

RECEIVED BY: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #07 - Pavers
Central Park Improvements
1450 Forest Gate Road
Oak Brook, IL 60523

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda:	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the Architect, Wight & Company, the undersigned hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00307 - BID FORM

To carefully check the bid figures and that he shall be responsible for any errors or omissions based on these specifications and alternates as submitted on the Bid Form.

To accept the provisions of the General Provisions, General and Special Conditions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction Schedule to ensure completion of the Work within the Completion Dates specified in the Contract Documents, it being understood and agreed that the completion within this time is an essential part of this Contract. The Construction Schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, bonds, compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT Central Park Improvements

_____ Dollars (\$ _____)

Alternate #1- Paver Parking Lot

Dollars (\$ _____) **ADD**

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Each of the alternate amounts includes the entire cost of such alternate. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all proposed substitutions, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Bank Cashier's Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00307 - BID FORM

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

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 and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a 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 in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 2017

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(Firm Name)

(Address)

(CORPORATE SEAL)

(Telephone Number)

(FAX)

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00307 - BID FORM

(E-mail Address)

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2017

NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.

BID DUE DATE: **December 20, 2017, at 11:00 a.m. (CST)**
(as date/time stamped by the Oak Brook Park District Receptionist)

BID TO: Oak Brook Park District

RECEIVED BY: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #08 - Fencing
Central Park Improvements
1450 Forest Gate Road
Oak Brook, IL 60523

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda:	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the Architect, Wight & Company, the undersigned hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00308 - BID FORM

To carefully check the bid figures and that he shall be responsible for any errors or omissions based on these specifications and alternates as submitted on the Bid Form.

To accept the provisions of the General Provisions, General and Special Conditions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction Schedule to ensure completion of the Work within the Completion Dates specified in the Contract Documents, it being understood and agreed that the completion within this time is an essential part of this Contract. The Construction Schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, bonds, compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT **Central Park Improvements**

_____ Dollars (\$ _____)

Alternate #3- Remove and replace outfield fence Dollars (\$ _____) **ADD**

Award Basis:

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Each of the alternate amounts includes the entire cost of such alternate. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all proposed substitutions, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Bank Cashier's Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00308 - BID FORM

perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

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 and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a 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 in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 2017

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(Firm Name)

(Address)

(CORPORATE SEAL)

(Telephone Number)

(FAX)

(E-mail Address)

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00308 - BID FORM

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2017

NOTE: All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.

BID DUE DATE: **December 20, 2017, at 11:00 a.m. (CST)**
(as date/time stamped by the Oak Brook Park District Receptionist)

BID TO: Oak Brook Park District

RECEIVED BY: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

BID FROM: _____

BID FOR: Bid Group 1 - Bid Package #09 - Masonry
Central Park Improvements
1450 Forest Gate Road
Oak Brook, IL 60523

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda:	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____
	No. _____	dated _____

Having examined the site of the work, and having familiarized himself or herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the Architect, Wight & Company, the undersigned hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and install the described material and/or services for stated lump sum price.

To hold this bid open until **90** calendar days after bid opening date.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00309 - BID FORM

To carefully check the bid figures and that he shall be responsible for any errors or omissions based on these specifications and alternates as submitted on the Bid Form.

To accept the provisions of the General Provisions, General and Special Conditions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Construction Schedule to ensure completion of the Work within the Completion Dates specified in the Contract Documents, it being understood and agreed that the completion within this time is an essential part of this Contract. The Construction Schedule is bound in the Project Manual. See attached scope of work in section 0300.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, bonds, compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 00300 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and NOT including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT **Central Park Improvements**

Dollars (\$ _____)

Award Basis:

Oak Brook Park District
Central Park Improvements

00309-2

07-5646-04
Bid Group 1
Bid Package #09 - Masonry

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00309 - BID FORM

The project will be awarded based upon the attached Evaluation Criteria, Section 301a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Each of the alternate amounts includes the entire cost of such alternate. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in the base bid price.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall submit a proposed submittals list/schedule/material log within five (5) calendar days of Notice To Proceed.

1. Shop drawings / Submittal for this trade contractor will be submitted within 10 calendar days of receipt of notice to proceed.

Bid Acceptance:

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The Owner reserves the right to award the contract to its best interests, review and accept any and all proposed substitutions, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Bank Cashier's Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00309 - BID FORM

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 and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a 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 in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this _____ day _____, 2017

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

_____ Corporation

_____ Joint Venture

_____ Other

(CORPORATE SEAL)

(Firm Name)

(Address)

(Telephone Number)

(FAX)

(E-mail Address)

DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
SECTION 00309 - BID FORM

(Bidder's Signature)

(Title)

Subscribed and sworn to me
this _____ day of _____, 2017

NOTE: **All pages of this bid form must be returned with your proposal. Failure to do so shall disqualify your bid.**

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01250 - CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.1 SUMMARY

- A. Construction Schedule –April 1, 2018 start
- B. Substantial Completion- July 31, 2018
- C. Final Completion- August 10, 2018
- D. Material for playground will be delivered by mid-April 2018
- E. Work on fields 2 and 3 must take place after July 5, 2018

END OF SECTION 01250

OSLAD

IMPLEMENTATION AND BILLING REQUIREMENTS FOR DEVELOPMENT PROJECTS

OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM

IL Dept. Of Natural Resources
Division of Grant Administration
One Natural Resources Way
Springfield, IL 62702-1271
Tele: 217/782-7481
Fax: 217/782-9599
Email: dnr.grants@illinois.gov
www.dnr.illinois.gov

DEVELOPMENT PROJECT COMPLIANCE INSTRUCTIONS AND BILLING PACKET INFORMATION

In this packet, you will find necessary information and instructions to properly implement an approved development project involving OSLAD grant assistance from the Illinois Department of Natural Resources (DNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

GENERAL

- 1) To maintain eligibility for grant reimbursement, the local project sponsor must satisfactorily complete ALL approved project components as specified in the approved project application and the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by DNR in order to maintain overall eligibility for grant reimbursement.
- 2) Project construction for which OSLAD funding assistance is requested may be accomplished by any of the following methods or combinations thereof: 1) competitively bid contract(s) per local/state procurement guidelines, 2) directly hired labor and material purchases IF qualifying as bid exempt and 3) using local agency Force Account labor (in-house staff).
- 3) For all Development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. DNR may request documentation from the local agency to verify compliance with applicable state statutes.
- 4) All OSLAD-assisted facilities must be designed and constructed to accommodate full accessibility as per the Illinois Accessibility Code standards and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG). If there are any questions or doubts regarding design standards proposed for your project, it is strongly encouraged that "working drawings" be submitted to the DNR grants staff for review prior to construction and/or solicitation of construction bids. **Projects involving playground construction MUST have final working drawings for the playground facility reviewed by DNR grant staff.**
- 5) The approved OSLAD development project must be completed and all project costs for which reimbursement is expected **must be incurred no later than the expiration date specified on the signed Project Agreement.** Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project. Grant staff will conduct a final inspection of the project site when complete.
- 6) 15.25% is the maximum allowable claim for hired "contracted" Architectural/Engineering (A/E) services used for proper project design and construction supervision/administration of an approved OSLAD development project based upon the actual OSLAD-assisted construction costs.

NOTE: Project A/E services may be accomplished "in-house" (force account) IF qualified staff exists and approved by the Illinois DNR. (See Force Account guidelines for funding limits.)

- 7) In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the OSLAD-assisted facilities, the Local Agency agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following agencies. **(Failure to do so can jeopardize grant reimbursement.)**
- U.S. Department of the Army, Corps of Engineers.
 - IL Dept. of Transportation (Division of Highways).
 - IL Environmental Protection Agency
- For development sites that are one (1) acre or more, a "Storm Water Pollution Prevention Control Plan" and a permit are required from IEPA. Contact (217) 782-0610.
- IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 34/20, *coordinated with the IL Historic Preservation Agency*); and through the Office of Water Resources at IDNR, impacts to state waterways (615 ILCS 5/5).
 - IL Dept. of Public Health (Campground Licensing & Recreational Area Act, 210 ILCS 95/1).
 - Local Building or Zoning Agencies or Boards, where applicable.
- 8) Status of project progress should be reported to the DNR Grant Administrator assigned to the project **each January 1, April 1, July 1, and October 1** throughout the duration of project implementation (i.e., until the project's FINAL billing is submitted to the Illinois DNR). The enclosed "project status report" form is provided for your convenience. **Failure to submit a status report will result in no reimbursement (for projects over \$25K).**
- 9) Please contact the DNR Grants staff for assistance at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

SPECIAL CONDITIONS FOR POOL PROJECTS

The local project sponsor will provide a copy of the letter from the Illinois Department of Public Health authorizing the sponsor to renovate/construct the sponsor's swimming pool prior to commencement of the project. Upon completion of the project the sponsor will also submit to IDNR a copy of the IDPH license to operate the facility prior to receiving grant reimbursement.

ACCESSIBILITY SPECIFICATIONS GUIDE

All facilities constructed with State OSLAD assistance must be developed and designed to accommodate full accessibility standards as per the Illinois Accessibility Code (April, 1997) and the "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).

Although the Illinois Accessibility Code standards do not address specific criteria for accessibility involving all outdoor recreational facilities, there is a reference to "Recreational Facilities" on Pg. 87 of the Code. A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago).

To supplement this information, the U. S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. Copies of the guidelines can be obtained by writing to: *Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 2004-1111. Tele: 202/272-5434 or 800/514-0301 or contact their web site at www.access-board.gov.*

OPEN COMPETITIVE BIDDING

- 1) EXCEPT as noted below in items #2 - #6, all open competitive bidding for OSLAD projects shall be done in accordance with the local agency's statutory requirements governing public procurement.
- 2) **Language similar to the following should appear in all "bid advertisements" relative to the approved OSLAD grant project:**

This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Open Space Lands Acquisition & Development" (OSLAD) grant program.
- 3) **The local sponsor shall encourage 1) "minority" business firms to submit bids on the approved project and 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. This stipulation should be noted in all bid solicitation notices.**
- 4) Contract award(s) shall be made to the lowest responsible bidder whose bid properly addresses and complies with the invitation, and is most advantageous to the local sponsor; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder **is subject to Illinois DNR approval.**
- 5) The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements (*)
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If Bid is for material or product supply, do not specify specific name brand WITHOUT also accepting "or approved equal". Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

(*) Bonding requirements for all public works projects in Illinois are stipulated in the "Public Construction Bond Act" (30 ILCS 550/1 et.seq.) which states that every contractor on a public works project must provide to the satisfaction of the public agency *good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in such work.*

REMEMBER, the approved OSLAD grant project must be completed by the date specified in the Project Agreement. **There are no time extensions allowed.** The local agency should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package.

- 6) In certain instances, conditions may arise after work has begun that are beyond the control of the local agency and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value, the local agency must receive Illinois DNR approval in order to ensure grant eligibility is maintained **before** the change order is executed. Failure to obtain prior approval will result in the amount of the change order being disallowed. *For change orders in excess of \$10,000 (pursuant to Section 33E-9 of the Criminal Code of 1961, as amended) written assurance MUST BE provided to the Illinois DNR by the local agency that such a change order was not reasonably foreseen at the time of initial construction contract execution.* Failure to comply is a Class 4 felony.

NO-BID PROCUREMENT & FORCE ACCOUNT (F.A.) LABOR GUIDELINES

- 1) Project construction can be completed by various means of procurement of material and equipment. For all Development projects, the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases. In addition, grant reimbursement can be provided for project construction completed using local agency in-house staff ("Force Account" labor).
- 2) Equipment rental necessary to complete "Force Account" labor construction is eligible for grant reimbursement. **HOWEVER**, the value of donated material, labor and equipment to a project IS NOT grant eligible nor is the purchase of non-consumable items (tools, etc.) necessary to complete project work.
- 3) For "Force Account labor", the local sponsor shall maintain accurate time records and complete the appropriate time sheet summary form (attached) for reporting "in-house" force account labor necessary and reasonable for completing approved project components. This includes only those employees directly involved in project construction and any associated design work, construction supervision, and overall project record keeping and administration. The value of such labor shall reflect actual wages paid to each employee and may include fringe benefits. (Wages paid shall not be higher than those for persons on similar jobs within the local agency.) *Claims for clerical and administrative F. A. labor necessary for overall project record keeping and administration shall not exceed 2.5% of the total "direct" costs claimed for approved F. A. construction labor and "non-bid" material purchases (see item #6 below).*
- 4) For all small procurement (not required to be bid by state statute or local ordinance) material purchases, appropriate purchase orders and/or invoices and corresponding canceled checks must be recorded on the "Materials Itemization Sheet" (attached) according to each major project construction component for which the materials were purchased. (Warning! Keep in mind that the local sponsor must comply with applicable state statutes and applicable local ordinances concerning bidding requirements for equipment/material purchases.)

Please contact the DNR grant administrator assigned to your project if there are any questions regarding the completion of the forms mentioned in items #3 and #4 above.

5) Guidelines for billing claims involving Force Account (FA) labor for project architectural/engineering (A/E) and administrative services are as follows:

- At least 90% of project costs must be for "direct" construction costs,
- Design and Construction Supervision Costs - $\leq 7.5\%$ of associated "direct" construction costs
- Administrative/Clerical Support Costs - $\leq 2.5\%$ of "direct" FA & small procurement material costs

BILLING REQUIREMENTS

1) Billing requests for grant reimbursement may be processed each quarter until completion. Only costs incurred during the specified "project period" indicated on the Project Agreement and necessary to complete approved project components are eligible for grant reimbursement. Preliminary A/E costs for the project incurred prior to the start date are eligible. The Agreed Upon Procedures report conducted by a CPA firm is required for each reimbursement request.

2) The following documentation is required for **partial** reimbursements:

- A) Development Billing Form or Combination Billing Form (forms enclosed).
- B) Partial Performance Report (form enclosed).
- C) Agreed Upon Procedures Report from CPA firm **(including applicable schedules)**. Costs claimed on the Development Project Billing Form must be reviewed and attested to by an independent CPA in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the Agreed Upon Procedures developed by DNR and identified on Attachment A.

3) The following documentation is required for the **final** reimbursement:

- A) One copy of record (as-built) drawings (**drawings must be no larger than 11 X 17**).
- B) Development Project Billing Form or Combination Project Billing Form containing original signatures. (forms enclosed)
- C) Completed Final Project Performance Report. (form enclosed)
- D) Agreed Upon Procedures Report from CPA firm **(including applicable schedules)**. Costs claimed on the Development Project Billing Form must be reviewed and attested to by an independent CPA in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the Agreed Upon Procedures developed by DNR and identified on Attachment A.
- E) One photo of the sign acknowledging OSLAD grant assistance posted at the project site.

NOTE: The cost of having the independent attestation of the Project Billing may be claimed for grant reimbursement. Submit invoice from accounting firm and proof of payment.

NOTE: It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose.

BILLING REQUIREMENTS CONTINUED

Information the Project Sponsor (grantee) will need to provide the CPA (auditor) in order to have the independent Billing Attestation efficiently completed according to the established “Agreed Upon Procedures”:

Copy of the signed Project Agreement and any amendments executed thereto;

A “spread sheet or schedule” of all professional services (A/E) contracts and **publicly bid** construction and material/equipment purchase contracts and associated contract change orders (if applicable) issued pursuant to the approved OSLAD project for which grant reimbursement is claimed;

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract changes orders.
(See Attachment B for example)

Proof of bid advertisement for all publicly bid construction and material/equipment purchase contracts.

Copy of “Bid Tabulation” for each publicly bid construction and material/equipment purchase contract.

(If applicable) Justification for and proof of Board action, approving the awarding of any project construction and material/purchase contract to someone other than a low bidder.

A “Schedule of Project Expenditures” incurred pursuant to the approved OSLAD grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B.** *The “schedule/spread sheet” must contain a “certification statement” signed by the Grantee’s chief fiscal officer and chief administrator / elected officer attesting to the accuracy of the information.*

Copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases.

“Agreed Upon Procedures” for OSLAD Project Billing Attestation

Costs claimed for OSLAD grant reimbursement on the Development Cost Summary Statement (Development Project Billing Form) must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following “Agreed Upon Procedures” developed by the Illinois Department of Natural Resources.

Recommended “Agreed Upon Procedures” for attesting to the eligibility of the costs claimed on the *Development Project Billing Form* signed and attested to by the local project sponsor (grantee):

- Based on both 1) the “Schedule of Professional Services (A/E) and publicly bid Project Contracts” and 2) the “Schedule of Project Expenditures” provided by the local project sponsor (grantee) as supporting documentation for the *Development Project Billing Form*, perform the following procedures and provide a report detailing the results. **The report should include copies of the aforementioned schedules and the signed *Development or Combination Project Billing Form* provided by the local project sponsor (grantee).**
 - A. Verify that all contracts listed on the schedule were for work germane to the scope of the approved OSLAD project as described on the signed Project Agreement and any amendments thereto, and, with the exception of project professional services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
 - B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (grantee) has complied with applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts, and equipment/material purchases. Identify and report any exceptions.
 - C. Verify that all publicly bid construction and material/equipment purchase contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
 - D. Verify that all change orders to the construction and material/equipment purchase contracts are germane to the approved OSLAD project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
 - E. Sample a minimum of 25% of the project expenditures listed on the “Schedule of Expenditures” (sample shall represent at least 50% of total project expenditure value) and trace to the local project sponsor’s accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
 - F. If Force Account labor (use of project sponsor’s own staff to complete project construction) is listed/claimed on the “Schedule of Expenditures”, sample a minimum of 20% of the listed Force Account labor charges (minimum 35% of FA labor value) to determine if the charges are allowable and germane to the project scope AND can be traced to supporting Project Sponsor time keeping records. Identify and report any unsupported charges.

ATTACHMENT B

1. Schedule of Professional Services (A/E) and Publicly Bid Project Contracts *[SAMPLE FORMAT]*

Grant Project #: _____

Firm Name	Project Element	Base Contract Amt	C. O. # and Amt	Total
John Doe & Associates	A/E services	\$10,500.00		\$10,500.00
Acme Paving Co.	Parking lot / Tennis & BB Court, & pathway paving	\$98,500.00	#1 - \$11,500.00	
			#2 - \$3,100.00	\$113,100.00
Fun Time Park Supply Co.	Playground Equipment, park benches, bleachers, etc	\$39,000.00		\$39,000.00
Park Structures, Inc.	(2) Pre-fab Park Shelters	\$28,000.00		\$28,000.00
MCDL Construction Co.	Install Playground & Shelter	\$32,500.00	#1 - \$ 900.00	
			#2 - \$1,800.00	
			#3 - \$2,300.00	\$37,500.00
Springdale Landscaping	Park Landscaping	\$24,200.00	#1 - \$1,200.00	\$25,400.00
SGS Concrete	Shelter Pad & walkways, etc.	\$9,500.00		\$9,500.00
TOTAL				\$263,000.00

2. Schedule of Project Expenditures (Grant Project #: _____) *[SAMPLE FORMAT]*

Vendor/Contractor Name	Project Element	Invoice Date and Number	Invoice Amount	Payment Check #	Amount	Amount Claimed for Grant Reimbursement
Lowes	Lumber	900876	\$8,000.00	0001	\$8,000.00	\$8,000.00
(Force Account Labor) Employee Name or Code #	Job Description	Hours Claimed (I)	Hourly Wage		Total Wages	Amount Claimed for Grant Reimbursement
Do Not list SS#						

⁽¹⁾ Taken from Project Sponsor's time allocation records (time sheets)

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced OSLAD project; and that the costs are in accordance with provisions of the Illinois OSLAD grant program (17 IL Adm Code 3025).

(Name & Title)

(Signature of Chief Administrator/Elected Official)

ATTESTED BY: _____
(Signature of local agency's chief fiscal officer)

Optional OSLAD Billing Documentation Procedure

An optional project billing documentation procedure must be authorized by DNR, on a case-by-case basis, for some rural communities and small scale projects. **However, this alternate method of documenting a project billing will result in a delay in grant payment.** If the optional billing documentation procedure is approved by DNR for a project, the following project cost support documents must be submitted, as applicable, in addition to items 2 (A) (B) (C) & (E) listed under the Billings Requirements on page 5.

1) (Billing Claim for BID and NON-BID construction contracts)

- Proof of bid advertisement from local newspapers (Bid contracts only); and
- Bid Tabulation for each project bid request.
- Signed contract (*) and change orders, if any, for each contractor;
- Copies of each contractor pay requests along with canceled check(s) or final lien waivers verifying proof of payment;

(*) only require cover page, signature page(s), and contract amount/description page(s).

2) (Billing Claim for non-bid small procurement material costs and “force account” labor)

- Form FA: DOC-1 (Force Account Material Cost Summary). **[Form attached]**

Itemize all material purchases/costs by major project components, such as tennis court(s), picnic shelter(s), playground, ball fields, restroom buildings, parking, etc. For **each** major component list:

- a) the company/business for each material purchase;
- b) description of materials purchased, quantity, & the purchase order number; and
- c) payment check number and check amount. (Do not submit canceled check purchase orders, etc. to IDNR. These items should be kept with the grantees project file.)

- Form FA: DOC-2 (Force Account Labor Summary). **[Form attached]**

For "in-house" labor claims, the sponsor must determine by corresponding time sheet records the amount of local agency labor attributed to each project component and tabulate on this form.

3) Contracted Project Design Work (architectural/engineering services)

- Copy of signed contract/agreement
- Copy of each pay request and canceled check verifying proof of payment

RECORD RETENTION / AUDIT REQUIREMENTS

A. Record Retention

As stipulated in the General Provisions of the grant Project Agreement, the local project sponsor (grantee) must maintain, for a minimum **three (3) year** period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, and the Attorney General for auditing at reasonable times. Failure by the grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. Audit Requirements

Local agencies receiving a cumulative total of \$500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. Or 55 ILCS 5/6-31001 et seq.) 2) by the grantee's own governing body, as applicable. A copy of the audit must be provided to DNR, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985) Procurement of the necessary audit(s) is the responsibility of the local agency and can follow established local procurement procedures, provided those procedure promotes an open and competitive environment.

C. Audit Resolution

The grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the grantee shall be responsible for repayment of such costs.

STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM

PROJECT BILLING FORM

Project #:		Project Billing #:	Partial #	or	Final
Grantee:		(Which Billing is this?)			
Project Title:		Billing Period:		to	
		Month/Year to Month/Year			
Awarded Grant Amount:		Amount of Advance Payment:			
		(50% of grant award)			

Note: The first reimbursement request submitted should include all expenditures paid for with the advance payment plus Grantee's 50% match and any eligible costs beyond.

COSTS SUMMARY STATEMENT

Cost Category		Expenditures	
		Total Amount Previously Claimed To Date	Amount Claimed This Billing
Construction Costs (Bid Contracts)			
Non-Bid Construction Costs	Force Account Labor		
	Hired (non-bid) Labor		
	Material/Supplies		
Architectural/Engineering Fees (15.25% max – for entire project)			
CPA Costs (attach copy of invoice & proof of payment)			
Other (Specify)			
TOTAL:			
Minus Advance Payment:			
Minus Initial Grantee Match:			
REMAINING BILLABLE FUNDS EXPENDED:			
Current Costs Allowable for Reimbursement (50% or 90%):			
<i>OR</i> Balance of Grant Award:			
<i>Local Cost Share</i>			

PROJECT BILLING FORM – PAGE 2

GRANTEE: _____

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local unit of government and that the completed work and services or purchases are in accordance with provisions of the Illinois Open Space Lands Acquisition and Development Grants Program (17IL Adm Code 3025 pursuant to 525 ILCS 35/1 et. Seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: _____

(Signature)

NAME: _____

TITLE: _____

AGENCY: _____

DATE: _____

ATTESTED BY: _____

(Signature)

(Title)

APPROVED

**Department of Natural Resources
Division of Grant Administration**

By: _____

Date: _____

Electronic Copy Available Upon Request

Effective 1/2015

STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM

PROJECT BILLING FORM

Project #:		Project Billing #:	Partial #	1	or	Final
Grantee:			(Which Billing is this?)			
Project Title:		Billing Period:		to		
			Month/Year to Month/Year			
Awarded Grant Amount:		Amount of Advance Payment:				
			(50% of grant award)			

Note: The first reimbursement request submitted should include all expenditures paid for with the advance payment plus Grantee's 50% match and any eligible costs beyond.

COSTS SUMMARY STATEMENT

Cost Category			Expenditures	
			Total Amount Previously Claimed To Date	Amount Claimed This Billing
Construction Costs (Bid Contracts)				
Non-Bid Construction Costs	Force Account Labor			
	Hired (non-bid) Labor			
	Material/Supplies			
Architectural/Engineering Fees (15.25% max – for entire project)				
CPA Costs (attach copy of invoice & proof of payment)				
Other (Specify)				
	TOTAL FUNDS EXPENDED:			
(for use only on first billing) Minus Advance Payment:				
(for use only on first billing) Minus Grantee Match:				
	BILLABLE FUNDS EXPENDED:			
Current Costs Allowable for Reimbursement (50% or 90%):				
	Previous Balance of Grant Award:			
	Current Balance of Grant Award:			

GRANTEE:

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local unit of government and that the completed work and services or purchases are in accordance with provisions of the Illinois Open Space Lands Acquisition and Development Grants Program (17IL Adm Code 3025 pursuant to 525 ILCS 35/1 et. Seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY:

(Signature)

NAME:

TITLE:

AGENCY:

DATE:

ATTESTED BY:

(Signature)

(Title)

APPROVED

**Department of Natural Resources
Division of Grant Administration**

By: _____

Date: _____

**STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM**

PROJECT BILLING FORM

Project #:		Project Billing #:	Partial #	2	or	Final
Grantee:			(Which Billing is this?)			
Project Title:		Billing Period:		to		
			Month/Year to Month/Year			
Awarded Grant Amount:		Amount of Advance Payment:				
			(50% of grant award)			

Note: The first reimbursement request submitted should include all expenditures paid for with the advance payment plus Grantee's 50% match and any eligible costs beyond.

COSTS SUMMARY STATEMENT

Cost Category			Expenditures	
			Total Amount Previously Claimed To Date	Amount Claimed This Billing
Construction Costs (Bid Contracts)				
Non-Bid Construction Costs	Force Account Labor			
	Hired (non-bid) Labor			
	Material/Supplies			
Architectural/Engineering Fees (15.25% max – for entire project)				
CPA Costs (attach copy of invoice & proof of payment)				
Other (Specify)				
	TOTAL FUNDS EXPENDED:			
	Minus Advance Payment:			
	Minus Initial Grantee Match:			
	BILLABLE FUNDS EXPENDED:			
Current Costs Allowable for Reimbursement (50% or 90%):				
	Previous Balance of Grant Award:			
	Current Balance of Grant Award:			

GRANTEE:

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local unit of government and that the completed work and services or purchases are in accordance with provisions of the Illinois Open Space Lands Acquisition and Development Grants Program (17IL Adm Code 3025 pursuant to 525 ILCS 35/1 et. Seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY:

(Signature)

NAME:

TITLE:

AGENCY:

DATE:

ATTESTED BY:

(Signature)

(Title)

APPROVED

Department of Natural Resources
Division of Grant Administration

By: _____

Date: _____

*Electronic Copy Available Upon Request**Effective 1/2015*

STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM

PROJECT BILLING FORM

Project #:		Project Billing #:	Partial #	3	or	Final
Grantee:		(Which Billing is this?)				
Project Title:		Billing Period:		to		
		Month/Year to Month/Year				
Awarded Grant Amount:		Amount of Advance Payment:				
			(50% of grant award)			

Note: The first reimbursement request submitted should include all expenditures paid for with the advance payment plus Grantee's 50% match and any eligible costs beyond.

COSTS SUMMARY STATEMENT

Cost Category			Expenditures	
			Total Amount Previously Claimed To Date	Amount Claimed This Billing
Construction Costs (Bid Contracts)				
Non-Bid Construction Costs	Force Account Labor			
	Hired (non-bid) Labor			
	Material/Supplies			
Architectural/Engineering Fees (15.25% max – for entire project)				
CPA Costs (attach copy of invoice & proof of payment)				
Other (Specify)				
	TOTAL FUNDS EXPENDED:			
	Minus Advance Payment:			
	Minus Initial Grantee Match:			
	BILLABLE FUNDS EXPENDED:			
Current Costs Allowable for Reimbursement (50% or 90%):				
<i>OR</i> Balance of Grant Award:				
	Previous Balance of Grant Award:			
	Current Balance of Grant Award:			

PROJECT BILLING FORM – PAGE 2

GRANTEE: _____

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local unit of government and that the completed work and services or purchases are in accordance with provisions of the Illinois Open Space Lands Acquisition and Development Grants Program (17IL Adm Code 3025 pursuant to 525 ILCS 35/1 et. Seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: _____

(Signature)

NAME: _____

TITLE: _____

AGENCY: _____

DATE: _____

ATTESTED BY: _____

(Signature)

(Title)

APPROVED

**Department of Natural Resources
Division of Grant Administration**

By: _____

Date: _____

Electronic Copy Available Upon Request

Effective 1/2015

STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM

COMBINATION PROJECT BILLING FORM

Project #:		Project Billing #:	Partial #	or	Final
Grantee:			(Which Billing is this?)		
Project Title:		Billing Period:		to	
			Month/Year to Month/Year		
Awarded Grant Amount:		Amount of Advance Payment:			
			(50% of grant award)		

Note: The first reimbursement request submitted should include all expenditures paid for with the advance payment plus Grantee's 50% match and any eligible costs beyond.

COSTS SUMMARY STATEMENT

Cost Category			Expenditures	
			Total Amount Previously Claimed To Date	Amount Claimed This Billing
Land Acquisition Costs (Approved Land Donation Value) <i>*Can only be claimed at final billing</i>				
Construction Costs (Bid Contracts)				
Non-Bid Construction Costs	Force Account Labor			
	Hired (non-bid) Labor			
	Material/Supplies			
Architectural/Engineering Fees (15.25% max – for entire project)				
CPA Costs (attach copy of invoice & proof of payment)				
Other (Specify)				
		TOTAL:		
	Minus Advance Payment:			
	Minus Initial Grantee Match:			
REMAINING BILLABLE FUNDS EXPENDED:				
Current Costs Allowable for Reimbursement (50% or 90%):				
<i>OR</i> Balance of Grant Award:				
	<i>Local Cost Share</i>			

PROJECT BILLING FORM – PAGE 2

GRANTEE: _____

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local unit of government and that the completed work and services or purchases are in accordance with provisions of the Illinois Open Space Lands Acquisition and Development Grants Program (17IL Adm Code 3025 pursuant to 525 ILCS 35/1 et. Seq.) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources.

BY: _____

(Signature)

NAME: _____

TITLE: _____

AGENCY: _____

DATE: _____

ATTESTED BY: _____

(Signature)

(Title)

APPROVED

**Department of Natural Resources
Division of Grant Administration**

By: _____

Date: _____

Electronic Copy Available Upon Request

Effective 1/2015

FORCE ACCOUNT PROJECT MATERIAL COST SUMMARY
(Itemized by major project components)

Major Project Component: _____
(tennis courts, ball fields, trails, parking, etc.)

(MATERIALS ITEMIZATION SHEET)

PAGE _____ OF _____

PROJECT # _____

PROJECT SPONSOR _____

PROJECT TITLE _____

FIRM	MATERIAL ITEM	QUANTITY	PURCHASE ORDER NUMBER	CHECK NUMBER	CHECK AMOUNT	AMOUNT CLAIMED FOR REIMBURSEMENT
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$
			#	#	\$	\$

TOTAL: \$

I hereby certify that the above is true and correct and all materials were
used exclusively on the referenced project.

(Name)

(Title)

(Date)

PROJECT FORCE ACCOUNT IN-HOUSE LABOR SUMMARY

PAGE _____ OF _____
PROJECT #: _____
PROJECT SPONSOR: _____
PROJECT TITLE: _____

Pay Periods from _____ to _____

EMPLOYEE(S) NAME	SOCIAL SECURITY #	JOB DESCRIPTION	HOURS WORKED ON PROJECT (A)	HOURLY WAGE	TOTAL WAGES CLAIMED
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL \$ _____

A) From local agency time allocation records

I hereby certify that the above is true and correct and that all claims for employee wages were for labor spent on the referenced project.

Supervisor's Signature

Title

IL Department of Natural Resources
FA: DOC-2

DATE: _____

Development Project Status Report

(Reports due January 1, April 1, July 1, October 1)

Failure to submit a status report will result in no reimbursement (for projects over \$25K)

Project #: _____ Project Sponsor: _____

Project Title: _____

Project SITE: Congressional Dist: _____ Legislative(Senate)Dist. _____ Representative(House)Dist. _____

DNR Grant Administrator: _____

Check appropriate box:

☐ If applicable, currently addressing environmental requirements listed on the CERP form.
Archaeological survey required, date submitted: _____ OR anticipated date of submittal: _____
Wetland development plans required, date submitted: _____ OR anticipated date of submittal: _____

☐ Project currently in design stage. (Anticipated bid advertisement date: _____)
All necessary construction permits secured: ☐ Yes ☐ No
(If no, describe on back of page what permits are still needed and their status)

Playground plans submitted to DNR for review & approval - ☐ Yes ☐ No ☐ N/A

☐ Project currently out to bid or bids received.
(Anticipated construction start date: _____ completion date: _____)

☐ Project under construction (approx. percentage completed)
☐ < 25% ☐ 25% ☐ 50% ☐ 75% ☐ 90%
(provide brief description of work completed and work remaining to be done)

Change Orders over \$10,000.00 approved by DNR - ☐ Yes ☐ No ☐ N/A
Any changes in scope reviewed and approved by DNR - ☐ Yes ☐ No ☐ N/A

☐ Project construction complete. Anticipated Final Billing submittal date: _____

For July 1 status reports only, dollar amount of incurred costs from July 1 of previous year to present.
Incurred costs represent actual payments made by the sponsor that have not yet been billed to the State.
\$ Amount _____

☐ Interest earned on advance payment amount for reporting quarter: _____

Comments

Prepared by: _____ Date: _____

Mail to: IDNR, Division of Grant Administration, One Natural Resources Way, Springfield, IL 62702
FAX: 217/782-9599 Email: dnr.grants@illinois.gov

Dev. Project Status Report (12-10-14)

Vendor's Compliance and Certification Attachment

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including

any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is **not** in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register **under the** Lobbyist Registration Act to assist in obtaining any State contract. that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 1LCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 1LCS 45.

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements. In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:
- _____ Vendor is not required to register as a business entity with the State Board of Elections.
- or
- _____ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.
31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. _____ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. _____ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. _____ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request,

then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. _____ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

33. Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

34. Vendor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

35. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Vendor shall comply with said Act and ensure that all bidding and contract documents for this Project require all contractors and subcontractors hired to perform the Work to comply with said Act. Vendor shall include the following language in said bidding and contract documents: "Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records."

36. Vendor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Vendor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Vendor and approved by the Architect.
37. (i) Vendor's proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Vendor with any other persons submitting any proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Vendor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Vendor's bid proposal or in Contract, (iv) the Vendor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Vendor. Additionally, the Vendor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
38. Vendor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Vendor further certifies that Vendor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
39. Vendor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Vendor's Substance Abuse Prevention Program Certification is attached to and made a part of this Vendor Compliance and Certification Attachment. Vendor shall ensure that all bidding and contract documents for this Project require all contractors and subcontractors hired to perform the Work to comply with said Act.
40. The Vendor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) (FOIA) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Vendor shall within three (3) business days of said request, turn over to the FOIA Officer any record in the possession of the Vendor that is deemed a public record under FOIA. Vendor is entitled to reimbursement of any copying fees incurred in response to a FOIA request to the extent Owner is entitled to charge the requestor of the documents said fees under FOIA.

Vendor:

By: _____

Oak Brook Park District
Central Park Ballfield Reconfiguration Project

Its: _____

Phone Number: _____

Email Address: _____

STATE OF _____)
)ss
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Vendor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Vendor or any contractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Vendor, by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that Vendor [must complete either Part A or Part B below]:

A. The Vendor has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Vendor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Vendor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated: _____

B. The Vendor has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

Name of Vendor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

648719



Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT: *(if applicable)* Drafts

TYPE OF WORK: *(file separate form for each Classification of Work)*

- ☐ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

§ 3.3 Within the last seven years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 3.7 On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

§ 3.8 On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or Owner's representative.

§ 4 REFERENCES

§ 4.1 References:

On the Bidder's Reference List form provided herein, list at least three (3) construction projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING/TRADE UNION AGREEMENTS

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 5.3 List any trade union agreements your organization is currently a party to and the date in which each respective agreements expires.

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

Additions and Deletions Report for AIA[®] Document A305[™] – 1986

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

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PAGE 1

NAME OF PROJECT: *(if applicable)* Drafts

PAGE 2

~~§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?~~

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

§ 3.3 Within the last ~~five~~ seven years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

PAGE 3

§ 3.7 On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

§ 3.8 On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or Owner's representative.

...

§ 4.1 ~~Trade-References:~~

On the Bidder's Reference List form provided herein, list at least three (3) construction projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

PAGE 4

§ 5 FINANCING

§ 5 FINANCING/TRADE UNION AGREEMENTS

...

§ 5.3 List any trade union agreements your organization is currently a party to and the date in which each respective agreements expires.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicole L. Karas, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:02:40 on 06/16/2017 under Order No. 1549258185_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Certification of Document's Authenticity

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I, Nicole L. Karas, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:02:40 on 06/16/2017 under Order No. 1549258185_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Attorney

(Title)

6/16/17

(Dated)

AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Central Park Ballfield Reconfiguration Project
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Wight Construction Services, Inc.
2500 North Frontage Road
Darien, IL 60561

THE OWNER:

(Name, legal status and address)

Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

THE ARCHITECT:

(Name, legal status and address)

Wight & Company
2500 North Frontage Road
Darien, IL 60561

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Plans, Drawings, Specifications, Addenda issued prior to execution of the Contract, Advertisements for Bids, Invitation and Instructions to Bidders, Proposal, Surety Bond, Performance Bond, Labor and Material Payment Bond, Supplemental Plans, Supplemental Specifications, and other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract approved by Owner and signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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

§ 1.1.8 Initial Decision Maker. Intentionally omitted. .

§ 1.1.9 Project Site. "Project Site" or "Site" mean area within the Owner's property lines, or the portion of such area which is enclosed within the Contract Limit Line established by the Architect, Construction Manager or Owner, including any structures or encumbrances within such area.

§ 1.1.10 Substantial Completion. "Substantial Completion" means the date that all of the Work has been completed to the point where it can be occupied and used for all purposes intended by the Owner and accepted by Owner as such, subject only to minor punch list items which do not affect full use and enjoyment and the Contractor has completed all Work necessary in order for the Owner to receive all required occupancy permits.

§ 1.1.11 Final Completion. "Final Completion" means the date the Contract has been fully performed, all the Work has been completed and a final Certificate for Payment approved by the Owner has been issued by the Architect.

§ 1.1.12 Indicated. "Indicated", "shown", "noted", "described" or "required" mean as detailed, described, discussed, stated, scheduled, called for in, or reasonably inferable from, the Contract Documents in order to timely and properly complete the Work in a first class manner.

§ 1.1.13 "Or Equal." "Or equal", "approved equal", or "equal to" mean that the determination whether an alternative product or system is equal to that indicated or specified shall be made by the Owner.

§ 1.1.14 Provide. "Provide" or derivatives thereof means the Contractor shall properly fabricate, supply, furnish or procure all labor, materials, equipment, apparatus, and accessory appurtenances necessary to transport, deliver, install, erect and construct the specified item, complete, in place, fully tested and ready for operation and use, including any final connections in strict accordance with the Drawings, Specifications and other Contract Documents. The words "Contractor shall" are implied and shall be so understood wherever the direction "provide" is used.

§ 1.1.15 Punch List Items. "Punch List Items" shall mean and shall be limited to uncompleted items of the Work (a) that do not interfere with the use and occupancy of any area of the Site for its intended purpose and (b) that, as a group, are capable of being completed by the Contractor within thirty (30) days of issuance of any Punch List. The "Punch List" is the list containing the Punch list items.

§ 1.1.16 Project Manual. The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Large scale drawings shall take precedence over small scale drawings; figured dimensions on drawings over scaled dimensions and noted material over graphic representations.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The Contractor acknowledges, agrees, represents and warrants that: (a) the Contract Documents are full and complete; are sufficient to have enabled the Contractor to determine the Cost of the Work and to construct the Work indicated therein in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations thereunder, including, but not limited to Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial and Final Completion established in the Contract; (b) the omission from the Contract Documents of minor details which ordinarily form a part of first class work and are necessary to the completion of the Work as indicated shall not be cause for any extra cost but shall be included as if specifically mentioned or detailed, (c) the Contractor has visited and examined the Project Site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with and satisfied itself as to the same, including, without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents.

The Contractor acknowledges, agrees, represents and warrants that it has carefully examined the Drawings, Specifications and other Contract Documents and it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in or between the Contract Documents except those, if any, which have been clarified by the Construction Manager or Architect by Addenda, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will promptly notify the Construction Manager and the Architect of such fact, and will not proceed until it shall have received the written interpretation of the Construction Manager, or the Architect. If any such differences or conflicts were not called to the Construction Manager's or the Architect's attention prior to submission of bids, the Construction Manager and the Architect shall decide which of the conflicting requirements will govern based upon the most stringent or highest quality of the requirements and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Construction Manager's decision.

Claims for additional compensation or extensions of time because of the failure of the Contractor to carefully review the Drawings, Specifications and other Contract Documents, or to familiarize itself with the conditions set forth or referred to in the Contract Documents or other conditions which might affect the Work, or because of its failure to obtain a needed interpretation before submitting its bid or before proceeding with the Work, will not be allowed.

§1.2.5 All Work shall conform to the Contract Documents. Contractor shall be solely responsible for the completion of the Work in accordance with the Contract Documents. No change therefrom shall be made without review and written acceptance by the Owner.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 Headings.

The headings for each paragraph of the Contract Documents are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of the Contract Documents nor in any way affect the Contract Documents.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Contract Documents are owned and copyrighted by the Owner. No Contractor, Subcontractor or materialman shall retain or claim ownership or copyright of Contract Documents. No Contractor, Subcontractor or materialman shall use any Contract Document for another project. All Contractors and Subcontractors have a limited license to reproduce portions of Contract Documents for this Project, which cannot be obtained from Architect or Owner. The Owner shall be deemed the owners of the Project Documents, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Project Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect or Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, excluding matters requiring approval by the Board of Park Commissioners or the Executive Director. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Provided, however, that the furnishing of these surveys and the legal description of the site shall not relieve the Contractor from its duties under the Contract Documents in general and Section 1.2.4 of these General Conditions in particular. When the Owner, Architect or Construction Manager has made investigations of subsurface characteristics or conditions of the areas where the Work is to be performed, such investigations, if any, were made solely for the purposes of Owner's study and Architect's design. Neither such investigations nor the records thereof are part of the Contract between Owner and Contractor. To the extent such investigations or the records thereof are made available to Contractor by the Owner, Architect or Construction Manager, such information is furnished solely for the convenience of Contractor. Neither Owner, Architect nor Construction Manager assumes any responsibility in respect of the sufficiency or accuracy of the investigations thus made, the records thereof or of the interpretations set forth therein or made by the Owner, Architect or Construction Manager in its use thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout the areas where the Work is to be performed, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and conditions. Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.

§ 2.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness to avoid unreasonable delay in orderly progress of the Work. The Owner shall also furnish any other information or services required to be furnished by Owner and relevant to the Contractor's performance of the Work with reasonable promptness to avoid unreasonable delay in orderly progress of the Work after receiving the Contractor's written request for such information or services.

§ 2.2.4 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.5 References made in the Specifications and Drawings to standard specifications, codes or test methods of technical societies, trade associations and similar organizations is intended to refer to the latest edition of such standards as of the date of the Specifications, unless specifically indicated to the contrary. Each tradesman is

considered to be experienced and familiar with the generally accepted, published standards regarding the quality of materials and workmanship related to his own trade.

§ 2.2.6 In case of any conflict or discrepancy between the Drawings and Specifications or any error or ambiguity within the Drawings and Specifications, it is understood that the Contractor has included in his proposal and agrees to provide the greater quantity or better quality of materials and work, unless, before submission of his proposal, he shall have requested and received an Addendum that resolves such conflict, error, ambiguity or discrepancy.

§ 2.2.7 Wherever a provision of the Specifications conflicts with any agreements or regulations in force among members of trade associations, unions, or councils which regulate or distinguish what work shall or shall not be included in the Specifications, the Contractor shall make all necessary arrangements to reconcile such conflicts. If progress of the Work is affected by a delay in furnishing or installing materials or equipment because of such agreements or regulations, the Construction Manager or Architect may require that other materials or equipment of equal kind and quality be provided with no change in the Contract Sum.

§ 2.2.8 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in strict accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents to produce the intended result will be provided whether or not specifically called for.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or fails to remove and discharge (within ten days) any lien filed upon Owner's funds by anyone claiming by, through, or under Contractor, or disregards the instructions of Construction Manager, Architect or Owner when based on the requirements of the Contract Documents, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Construction Manager, the Architect and Owner shall at all times have access to the Project Site for purposes of inspection whenever the Work is in preparation and progress.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Section 2.3. hereof the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5 Owner's Remedies not Exclusive

The rights and remedies of Owner stated in this Article 2 shall be in addition to and not in limitation of, any other rights and remedies of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any

partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents. High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the Contract Documents will be removed and replaced by the Contractor until satisfactory results are obtained.

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, evaluated the local conditions under which the Work is to be performed and, except for concealed conditions or those unknown to Contractor, found the site suitable for completing the Work in compliance with requirements of the Contract Documents. Furthermore, execution of the Contract by the Contractor is a representation that the Contract Documents include the construction details, means, methods, procedures and techniques necessary to perform the Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it and shall at once report to the Construction Manager and Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Architect or Construction Manager for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced contractor in advance and that are not of the nature of items described in and intended to be covered in Sections 1.2. hereof, unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Architect and Construction Manager. If the Contractor performs any construction activity involving an error, inconsistency or omission in the Contract Documents that Contractor recognized or reasonably should have recognized and of which Contractor failed to notify the Architect and Construction Manager, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction. If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any employee or agent of Contractor, or any of its Subcontractors, the Contractor shall be responsible for notifying the Architect and Construction Manager in writing of such error, inconsistency, or omission before proceeding with the Work. The Architect and Construction Manager will take such notice under advisement and within a reasonable time commensurate with job progress render a decision. The Architect or Construction Manager's decision shall be subject to Owner's approval. If Contractor fails to give such notice and proceeds with such Work, it shall correct any errors, inconsistencies, or omissions at no additional cost to the Owner.

§ 3.2.3 The Contractor shall promptly report to the Construction Manager and Architect any nonconformance of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities that the Contract Documents discovered by or made known to the Contractor. .

(Paragraph deleted)

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of construction means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor shall review any specified construction or installation procedure (including those recommended by any product manufacturer). The Contractor shall advise the Construction Manager, Architect and Owner:

1. if the specified procedure deviates from good construction practices.
2. if following the procedure will affect any warranties; or
3. of any objections which the Contractor may have to the procedure.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

§ 3.3.5 If applicable to the Work to be performed by the Contractor on the Project, the Contractor shall establish and maintain bench marks and all other grades, lines and levels necessary for the Work, report errors or inconsistencies to the Architect and Construction Manager before commencing Work, and review the placement of the building(s) and permanent facilities on the site with the Architect and Construction Manager after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for the Owner, Architect, Construction Manager, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors (of any tier) on adjacent properties due to construction as revealed by an improvement survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents shall be the sole responsibility of the Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.6 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed.

§ 3.4 Labor and Materials

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

§ 3.4.2 The Contractor may make substitutions equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

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

§ 3.4.4 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project Site and he shall be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of any difference between actual dimensions and the measurements shown by the Project Drawings.

§ 3.4.5 The Contractor shall carefully inspect all materials delivered on and to the Project Site and reject defective materials without waiting for the Construction Manager, Architect or other representative of Owner to observe the materials.

§ 3.4.6 Except as provided in 3.4.2, the materials specified have been determined to have characteristics appropriate for the purposes of this Project. No work will be acceptable which utilizes an alternate not approved during the bidding process.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless otherwise required or provided by the Contract Documents, and that the Work will be free from faults and defects and in conformance with the Contract Documents. The warranty will not be affected by the Specifications of any product or procedure, unless the Contractor objects promptly to such product or procedures and advises the Construction Manager, Architect and Owner of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of the Contractor or supplier responsible for the defective Work to correct such Work shall not excuse the Contractor from performing under the warranty. If required by the Construction Manager, Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Owner upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in these General Conditions, elsewhere in the Contract Documents, or in any Certificate of Substantial Completion approved by the Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of Final Completion of the entire Work unless otherwise provided in any Certificate of Partial Substantial Completion approved by the Owner and the Contractor or Subcontractor, as applicable, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford the Owner the opportunity to obtain a waiver or reduction of any fees or costs associated therewith.

§ 3.5.3 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work and prior to final payment to the Contractor, any and all manufacturers' warranties relating to materials, equipment and labor incorporated in the Work and further agrees to perform the Work in such a manner so as to preserve such manufacturers' warranties.

§ 3.5.4 If equipment is to be provided by the Contractor as part of the scope of the Work to be performed by the Contractor, the Contractor shall furnish maintenance and twenty-four (24) hour callback service for the equipment provided by him or his subcontractors for a period of three (3) months or such longer period as may be specified elsewhere in the Contract Documents, after completion and acceptance of the Work. This service shall include regular examinations of the installation by competent and trained employees of the Contractor, and shall include but not be limited to all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents, or negligence not caused directly or indirectly by the Contractor or any of its subcontractors.

§ 3.5.5 If materials or equipment are replaced during the original warranty period, a new warranty period thereon shall then begin from the date that such corrective action is completed and approved.

§ 3.5.6 The warranty provided in this Article 3.5 shall be in addition to, and not in limitation of, any other warranty or remedy required under the Contract Documents or under applicable law.

§ 3.5.7 Correction of defective non-conforming work shall include, in addition to that described in Article 12, any damage to the Project or other property that may result from such corrective action, including but not limited to, any damage to its contents, to the work of other contractors or to adjacent property.

§ 3.5.8 Warranty protection for a repaired item for concrete work shall be for twenty-four months after final acceptance of concrete work or the length of the original warranty period, whichever is longer. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner.

§ 3.5.9 Defective materials, equipment or workmanship occurring within the warranty period may be repaired where such produces results conforming to the Contract Documents related to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Illinois State sales tax is not applicable to the Project with respect to materials, equipment and supplies incorporated in the Work or totally consumed in the performance of the Work. The Contractor shall pay unemployment and Social Security taxes and other taxes imposed by local, city, state or federal government with respect to Contractor's own personnel and certify to Owner that this has been done before payment is made to the Contractor.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work or having jurisdiction over the Work or any insurance organizations (collectively referred to herein as the "Legal Requirements") relating to the Work or the performance thereof. Contractor shall be liable to Owner for any delay in the performance of the Work or increase in the cost of the Work resulting from Contractor's failure to fully comply with the provisions of this Section 3.7.2.

§ 3.7.3 If the Contractor performs Work that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and delays.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons and the Contract Sum or time for performance of the Work shall not be

adjusted.. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Contractor shall comply with all public and private utility requirements relating to the Work or the performance thereof. If the Contractor performs Work contrary to applicable utility requirements, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

1. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be available continuously on the Project Site during each day work is being performed.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made an objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the

extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.10.5 The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. Unless otherwise specified by the Architect and Construction Manager, the schedule shall be updated every thirty (30) days and submitted to Architect and Construction Manager with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Construction Manager and Architect for their review and approval a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

The Owner's, Architect's or Construction Manager's failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet the time limits in the Contract Documents, nor shall it make the Owner, Architect or Construction Manager liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting the time limits in the Contract Documents. Similarly, the Owner's, Architect's or Construction Manager's failure to object to a Contractor's schedule showing completion in advance of the time limits in the Contract Documents shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager and Owner for submittal to the Owner upon completion of the Work before final payment is made to Contractor as a record of the Work as constructed.

§ 3.11.2 Plans and sections of all concealed work, including without limitation concealed piping and conduit, and all changes and deviations from the Contract Drawings shall be shown and dimensioned on the "As Built" drawings. Contractor shall develop layout drawings for all concealed work that is schematically indicated on the Contract Drawings and such site improvements shall be signed and sealed by his Engineer unless otherwise directed by the Architect.

§ 3.11.3 The Contractor and his subcontractors shall maintain at the Project Site and have readily available to the Construction Manager, Architect and Owner, an accurate record of deviations and changes from the Contract Documents which occur in the Work; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents or in such other manner as shall be approved by the Construction Manager, and shall turn over to the Construction Manager upon completion of the Work all such documents and information, including without limitation final shop drawings and sketches, marked prints, and similar data indicating the "As Built" conditions. This requirement does not authorize any deviations without approval of the Architect and Construction Manager. The cost of recording, and if required transferring to the transparencies, the changes or deviations shall be included in the Contract Sum. The "As Built" transparencies or other approved format shall be delivered by the Contractor to the Construction Manager prior to final acceptance of the Project and issuance of final payment.

§ 3.11.4 The Contractor shall cause each mechanical and electrical subcontractor to provide the Contractor with at least three (3) copies of all operating manuals at the time of delivery of each major piece of equipment.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Owner and Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect and Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of

responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner and Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall provide the person providing the certification with full information on the relevant performance requirements and on the conditions under which the materials, systems, or equipment were installed and will be expected to operate at the Project Site. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§3.12.11 After the award of the contract, a request by the Contractor for a substitution of materials or equipment in place of that specified in the Contract Documents will be considered only under one or more of the following conditions, and then only with the Owner's written consent:

1. Required for compliance with interpretation of code requirements or insurance regulations then existing;
2. Unavailability of specified products, through no fault of the Contractor;
3. Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
4. Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and/or
5. When, in the judgment of the Architect and Construction Manager, that a substitution would be substantially to the Owner's best interest, in terms of cost, time, or other considerations.

Substitution requests shall be written, timely and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect and Construction Manager. Contractor shall not proceed to use substitute materials or equipment until it has received written approval from the Owner, Architect and Construction Manager. Nothing in this Section grants or should be construed as granting the Contractor authority or permission to use substitute materials or equipment.

§ 3.12.12 By making requests for substitutions, the Contractor:

1. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that the Contractor will provide the same or better warranty for the substitution that the Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.3 The Contractor shall plan operations so as to keep temporary construction from blocking access to completed Work. If, however, conflict with normal traffic access occurs, the Contractor shall provide temporary bypass routing until such temporary construction is removed. The Contractor shall remove all temporary construction from premises after it is no longer needed.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents. It is the intent of the Contract Documents that all areas requiring cutting and patching shall be restored to a completely finished condition acceptable to the Architect, Construction Manager and Owner.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 Patching shall be performed only by skilled workmen who normally perform the kind of work being patched.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1

To the fullest extent permitted by law, the Contractor waives any rights of contribution against and shall indemnify and hold harmless the Owner and the Architect and their officers, directors, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of incidental to or resulting from the performance of the Work, but only to the extent and provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its park commissioners, officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract, or its failure to perform the Work in accordance with the Contract Documents.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not limited to (1) injury or damage consequent upon the failure to use or the use, misuse or any negligent construction or installation by Contractor, any Subcontractor, their agents, servants or employees, of any hoist, crane, stay, ladder, support, rigging, blocking, scaffolding, or any and all other kinds of items of equipment or other mechanical or structural contrivance erected or constructed by any person, or any or all other kinds of equipment whether or not owned or furnished by the Owner, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and court costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary Conditions; (3) all costs, expenses, lost time, opportunity costs, etc. incurred by the indemnified party or its employees, agents or consultant.

Nothing contained herein shall be construed as prohibiting the Owner, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Owner's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the Owner harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The Contractor's indemnification of the Owner shall survive the termination or expiration of the Contract.

§ 3.18.4 The indemnification obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Owner, Construction Manager and the Architect, their agents or employees, arising out of their own negligence, but only to the extent prohibited by the Illinois Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01 *et seq.*).

§ 3.18.5 The Contractor shall be solely responsible for the completion of the Work in accordance with the Contract Documents.

§ 3.19 WORK BY TRADE UNIONS

§ 3.19.1 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect, Construction Manager or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the Work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulations, the Architect or Construction Manager with the Owner's approval may require that other materials or equipment of equal kind and quality be provided at no additional cost to the Owner.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.1.4 Owner may at any time employ or retain any properly licensed person to perform all or any part of the duties of the Construction Manager or Architect hereunder or to exercise any of its rights hereunder. Owner shall notify all parties in writing (setting forth the scope of said replacement Construction Manager's and/or Architect's duties and responsibilities) prior to making this change.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect and any other person designated in writing by Owner will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals as provided in the Owner-Architect Agreement, or as otherwise agreed with the Owner, to become familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably

informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. Provided, however, that the Construction Manager and Architect shall be responsible for promptly notifying Owner of the failure of the Contractor, Subcontractors or other persons performing or providing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Construction Manager and/or Architect becomes aware of, or should, exercising due professional diligence, be aware of same. Construction Manager and/or Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner. Notwithstanding the foregoing, Architect, Construction Manager and/or Owner may communicate directly with Subcontractors and material suppliers in the event of the Contractor's breach of any of its obligations under the Contract Documents. Also Owner may instruct, correspond or negotiate with the Contractor directly and in such event shall forward a copy of any writing to Architect and Construction Manager and shall advise Architect and Construction Manager of any significant instruction, correspondence or negotiation, and shall afford Architect and Construction Manager an opportunity to attend any formal discussions directly between Owner and Contractor, if appropriate. Architect and/or Construction Manager may also communicate directly with subcontractors where such communication is specifically provided for in the Contract Documents of these General Conditions.

§ 4.2.7 Based on the Architect's observations and evaluations of the progress and quality of the Work and Contractor's Application for Payment, the Architect shall review, and after consultation with the Construction Manager and Owner certify, the amount due the Contractor and will issue Certificates for Payment in such amount.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require, subject to Owner's prior written approval, additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives. All Change Orders, Construction Change Directives, and field directives shall require the written approval of the Owner in order to be binding on the Owner.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Architect will interpret matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager.

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The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure of Architect to furnish such interpretations until fifteen (15) days after written request is made for them and sufficient information has been provided to the Architect with respect to the matter for which the Architect's interpretation is being sought.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, The Architect will be the initial interpreter of the requirements of the Contract Documents; however, the Architect will consult with the Owner and Construction Manager prior to making any such interpretations or issuing any approvals. The decisions of the Architect are binding on the Contractor, but are not binding on and may be overruled by the Owner. Anything to the contrary contained in the Contract Documents notwithstanding, the Architect shall be and is the representative of the Owner and not an independent arbiter of the Contract, and although the Architect shall be fully informed by the Contractor of the Contractor's performance under the Contract and consulted with regard to any decision and controversies, no decision of the Owner under the Contract shall be made by the Architect without the express written authority of the Owner.

§ 4.2.19 Intentionally omitted.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the fourteen (14)-day period, or any extension thereof, shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the

Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 Subcontractors listed by Contractor and not objected to by Owner, Construction Manager or Architect must be used on the portion of the Work for which they were proposed and shall not be changed except with the written consent of the Construction Manager, Architect and Owner.

§ 5.2.5 In the event of a conflict between the Owner, Construction Manager and/or Architect regarding the selection of Subcontractors, the Owner's decision shall govern.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1

(Paragraphs deleted)

All subcontract agreements shall conform to the requirements of the Contract Documents and Contractor hereby assigns to Owner (and Owner's permitted assigns) all of Contractor's interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective in the event of Contractor's failure to perform the Work in accordance with the Contract Documents and upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in said writing. It is agreed and understood that Owner may accept said assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements and purchase orders, and (2) Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and Contractor. It is further agreed that no subcontract agreement or purchase order shall contain any restriction that would prohibit assignment under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion.

§ 5.4.2 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

(Paragraph deleted)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.3 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager, Owner and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 Whenever the Contractor is required by the Contract Documents to receive items from another contractor or from the Owner for storage, erection or installation, the Contractor shall give receipt for items delivered and thereafter shall be responsible for care, storage and any necessary replacement of the item or items received.

§ 6.2.7 When items of work are indicated as "NIC" (not in contract), or to be furnished and installed under other contracts, all preparation of openings, provision of backing, and other similar requirements for receipt of such "NIC" work shall be coordinated, furnished and installed by the Contractor, who shall properly form and otherwise prepare the Work in a satisfactory manner to receive such "NIC" work.

§ 6.2.8 Should the Contractor cause damage to the work or property of any separate contractor and/or in the event of any other claim, dispute, or matter in question between the Contractor and any separate contractor, the Contractor shall

promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. In any event, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, park commissioners, employees and agents, to the full extent as agreed to under Section 3.18 of these General Conditions.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 In order to evaluate proposals for changes to the Work, the Contractor shall submit a complete itemization of all costs, including hours of labor, quantities of materials, amounts of subcontracts, etc., separately defining Work deleted and Work added. In no case will a lump sum proposal be approved without such itemization.

§ 7.1.5 The combined allowance for overhead and profit in connection with changes to the Work other than changes where adjustments to the Contract Sum are calculated based on unit prices, shall be calculated as provided in the Contract Documents. In calculating the allowance, the cost of performance and payment bonds shall be excluded. There shall be no allowance and no increase in the Contract Sum for any increase in the actual cost to the Contractor of the performance bond and the payment bond resulting from additional changes to the Work. Likewise, there shall be no decrease in the Contract Sum for any decrease in the actual cost to the Contractor of the performance bond and the payment bond resulting from any deductive changes to the Work.

§ 7.1.6 When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be calculated on the basis of the net increase.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

Methods used in determining adjustments to the Contract sum may include those listed in Section 7.3.3. Notwithstanding any provision to the contrary in the Contract Documents, the overhead and profit for Contractor and Subcontractors on any Change Order or Construction Change Directive shall be determined as specified in Section 4.3 of the Agreement.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect and directed to the Contractor, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. As provided in Section 7.3.7.

§ 7.3.4 Omitted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable amount for overhead and profit as set forth in the Agreement. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. Costs of premiums for all d insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. Overtime when specifically authorized by the Owner and not attributable to delays caused by the Contractor or Subcontractor will be paid for by the Owner on the basis of premium payment only, plus

the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Contractor shall submit detailed itemized breakdowns of quantities and unit costs, including overhead and profit as separate items with response to request for price.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change; in such situations, if the amount of either the credit or the addition is in dispute, the amount of the other, nondisputed item may not be included in the Application for Payment.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager, Owner and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation of and execution of an appropriate Change Order.

§ 7.3.11 No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the Contract Time.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

§ 7.5 Continuation Of Work Pending Resolution

Pending final determination of cost to the Owner or extension of time to the Contractor, unless otherwise directed by Owner, Contractor shall continue to perform the Work in accordance with the Contract Documents.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect and approved by Owner in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will insure the completion of the Work in accordance with the Contract Documents by the date established in the Contract. It is expressly understood and agreed by and between Contractor and Owner that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and factors prevailing in this locality.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If Contractor is delayed at any time in the progress of the Work prior to Substantial Completion by: any wrongful act or neglect of Owner; changes ordered in the Work which are not caused by the wrongful or negligent acts, errors or omissions of Contractor, its agents, employees or Subcontractors; or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including regional labor disputes (not disputes limited to the work force of, or provided by, the Contractor or its Subcontractors) as they affect the Work that cannot be resolved by Contractor's agreeing to the wages, hours, working conditions and other terms as they have been or will be established as the pattern settlement with respect to said dispute, provided that prior to execution of the Contract by Owner, Contractor has advised Owner in writing of the expiration during the Contract Time of applicable labor contracts; fire, unusual delay in deliveries not reasonably foreseeable, unavoidable casualties, adverse weather conditions not reasonably foreseeable, or by other occurrences which the Architect and Construction Manager, subject to the Owner's approval, determines may justify delay, then, provided that the Contractor is in compliance with all relevant provisions of the Contract Documents, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Construction Manager and Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed, or conditioned); provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or "float" time allowance included in the Contractor's construction schedule. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Construction Manager, Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Extension of time provided for the completion of the Work shall be the Contractor's sole remedy for delay (except for the Contractor's right to terminate the Contract pursuant to the provisions of Article 14 hereof), unless the same shall have been caused by acts constituting intentional interference by Owner with Contractor's performance of the Work and where to the extent that such acts of the Owner continue after Contractor's notice to Owner of such interference. The Owner's exercise of any of its rights under the Contract, including, without limitation, its rights under Article 7, 'Changes in the Work,' regardless of the extent or number of such Changes, or the Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

§ 8.3.4 If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the time set forth in the project schedule, the Contractor shall not be entitled to any recovery of damages arising out of any delay which prevented such early completion of the Work.

§ 8.3.5 If conditions, events or circumstances occur which may cause a delay in the progress of the Work, Contractor shall promptly notify Construction Manager and Architect within ten (10) days after the first occurrence of such condition, event or circumstance, describing in reasonable detail the nature thereof and an estimate of cost and of probable effect of delay on progress of the Work. Failure of Contractor to provide such notice shall constitute a complete waiver and release by Contractor of any claim of entitlement to an extension in the Contract Time or increase in the Contract Sum.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Payments to Contractor shall be made by Owner. Contractor agrees that Construction Manager shall not be liable to Contractor for any amounts due or claimed to be due. Contractor agrees to look solely to Owner for payment and covenants not to sue Construction Manager for any amount due or claimed to be due by Contractor. Notwithstanding this Section 9.1.1., Owner does not waive its rights or remedies it has against Construction Manager for failure of Construction Manager to perform its duties under the Contract.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager, Architect and Owner may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Until Final Completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. No interest will be paid on retention amounts.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

(Paragraph deleted)

§ 9.3. Unless otherwise specifically provided in the Contract Documents, payments will be made on account of materials or equipment only if and when incorporated in the Work. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 Each partial payment request shall be made prior to the tenth (10th) day of each month and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work but not yet paid, less any applicable retainage.

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§ 9.3.5 Provided that there are no outstanding liens or claims and that in the opinion of the Construction Manager, Architect and Owner the previous work has been done properly and is on schedule for completion of construction and the unpaid balance in each case is sufficient to complete the unfinished work, upon at least seventy-five percent (75%) completion of each trade line item, the Owner shall have the option, in its sole discretion, to make subsequent payments in each case for ninety-five percent (95%) of the value of the completed Work.

§ 9.3.6 Upon giving ten (10) days written notice to the Contractor, the full contract retainage may be reinstated and the retention restored to the basis established in Section 9.3.4 if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or if any surety of Contractor withholds its consent.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment for Owner's approval from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation to Owner but not to Contractor that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation to Owner but not to Contractor that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and

inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.8 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, and by the Partial Waivers of Subcontractors and Suppliers who were included in the immediately preceding payment application to the extent of that payment. Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all other documents and statements as shall be necessary, in the sole judgment of the Construction Manager, Architect and Owner, to waive and protect Owner from all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language as applicable indicating either that:

- (i) 'all material was taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws' or
- (ii) 'materials were provided by the following suppliers for whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws'.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect after consultation with Owner may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of, but not limited to, subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of, but not limited to:

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a separate contractor;

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6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.5.4 No interest will be paid on payments withheld.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

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

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

§ 9.6.8 Anything to the contrary contained or implied herein notwithstanding, no progress payment need be made by Owner until such time as Contractor, Subcontractors or any other persons performing the Work or furnishing materials or equipment for the Project furnishes such documents as Owner may reasonably require (including without limitation notarized contractor's statements, affidavits and waivers of lien).

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not either reject the Construction Manager's and Architect's Certificate of Payment or does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is as defined in Section 1.1.10.

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

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. With respect to Work enumerated on the list accompanying the Certificate of Substantial Completion, the guarantee or warranty period shall start at the time of Final Completion of this Work and only upon acceptance in writing by the Owner.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect and the Owner, who will promptly make such inspection. When the Architect and the Owner, find the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Owner's failure to object to and Owner's acceptance of Architect's findings and/or certifications hereunder shall not limit Architect's obligation to properly perform its duties under the Contract Documents and shall not constitute Owner's acceptance of Work not complying with the requirements of the Contract Documents or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

(Paragraphs deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

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

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

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall be responsible for security of all tools, materials, and equipment left on site.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, such activities shall only be done with the written consent of the Construction Manager and Owner given with respect to the specified use and subject to any condition contained in such consent, and the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.5.1 When such remedy of damage or loss involves patching, repair, or replacement the Contractor shall perform that remedy to the satisfaction of the Architect, Construction Manager, the Owner of the property damaged, and the authorities having jurisdiction.

§ 10.2.5.2 In the event that local authorities having jurisdiction require that repairing, patching or replacing of their facilities be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such construction.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is not due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site. The Owner shall not be responsible for materials or substances required by the Contract Documents that used or mishandled due to the fault or negligence of Contractor.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1.

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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 Notwithstanding the above, the insurance required by Paragraph 11.1 shall be on an occurrence basis.

§ 11.1.2.2 Notwithstanding anything contained or implied elsewhere in the Contract Documents, Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or any Subcontractor. Except and to the extent as may be specifically agreed in writing by the Owner, the Contractor shall maintain insurance as provided below:

INSURANCE REQUIREMENTS

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or at Owner's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner and Architect shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner and Architect. If the additional insured have other insurance which is applicable to the loss, such other

insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to Owner under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's and Architect's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by Owner, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

(Paragraph deleted)

§ 11.2 Owner's Liability Insurance

The Owner at its option may, but is not obligated to, purchase and maintain additional liability insurance to protect it against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include the respective interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.1.1 Property insurance shall be on a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition, and shall cover reasonable compensation for the Architect's, any of the Owner's Consultant's services and expenses required as a result of such insured loss. Owner shall not be required to provide coverage for other perils unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 11.3.1.2 The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

§ 11.3.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit and paid for by Owner.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor Subcontractors and Sub-subcontractors in the Work, and the Owner and the Contractor shall be named insureds.

§ 11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

(Paragraphs deleted)

§ 11.3.4 Notwithstanding any provision contained in Section 11.3 including paragraphs 11.3.1 through and including 11.3.11, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

Intentionally Omitted.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

§ 11.4.3 The Contractor shall deposit with the Owner before commencing any Work an *AIA A312-2010 Performance Bond and Payment Bond* for 100% of the Contract Sum, guaranteeing the faithful performance of the work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage in accordance with paragraph 16.2, and guarantee correction of work. The Surety must be approved by the Owner, and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury.

§ 11.4.4 Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner for any and all extra Work incurred by the Architect and Construction Manager as a result of the Contractor's default and to pay to Owner all attorneys' fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Contract to remedy Contractor's default.

§ 11.4.5 The Contractor shall (i) furnish with all bonds a certified copy of the power of attorney from the Surety Company stating that the person executing said bond is duly authorized by the Surety Company to execute said bond; (ii) furnish a certified copy of the certificate from said Surety Company's state showing said Surety Company licensed and authorized to transact business and execute said bond in Illinois; and (iii) if requested by Owner, furnish a copy of current financial statements of said Surety Company.

§ 11.4.6 The Contractor shall furnish a maintenance bond and/or irrevocable letter of credit in the amount of the Contract to guarantee the Work performed under the Contract against defective workmanship and/or defective materials of any nature for a period of not less than twenty-four (24) months from the date of acceptance of the Work, materials, or equipment provided. The maintenance bond or letter of credit shall be in a form acceptable to the Owner.

§ 11.5 MISCELLANEOUS PROVISIONS

§ 11.5.1 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

§ 11.5.2 No vehicles which are not covered by insurance comparable to that required herein, whether borrowed or leased shall be used in the Work.

§ 11.5.3 Contractor shall notify Construction Manager and Owner of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim, promptly upon Contractor's first knowledge of same.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's, Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager, Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by Contractor or Subcontractors contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by Architect or Owner at the time the Work was performed.

§ 12.2.2.3 Corrective Work shall be warranted to be free from defects for a period equal to the longer of one (1) year after the completion of the corrective Work or one (1) year after the date of Final Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from the Owner.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.4.1 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect issued through the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to knowingly, in a writing specifically notifying the defect and the Owner's decision to accept it, accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. This Contract is non-assignable in whole or in part by Contractor, and an assignment shall be void without the prior written consent of Owner, which consent, shall not be unreasonably withheld.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.4.3 The Contractor agrees that the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner or the Architect, except for failure to make payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The

Contractor hereby waives any and all rights and remedies to which the Contractor might otherwise be entitled, saving only the Contractor's right to money damages to the extent provided in the Contract Documents.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.7 Unless specifically stated in the Contract Documents to be the responsibility of the Owner or Construction Manager to secure and/or pay for, as applicable, the Contractor shall secure and pay for the required tests indicated in and as required by the Contract Documents, and such amounts are deemed to be included in the Contract Sum.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, established in the Illinois Local Governmental Prompt Payment Act.

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of one hundred twenty (120) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or

employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
3. Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

§ 14.1.2 If one of the above reasons exists, the Contractor may, upon fourteen (14) days' written notice to the Owner, Construction Manager, and Architect, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from the Owner payment of Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract). The Owner shall have the right to cure any defect or default prior to the date stated in any written notice herein, in which event Contractor shall continue with the Work. If Contractor terminates such Work, and receives payment in connection with his equipment, tools or materials, such equipment, materials or tools shall be left and shall remain on the Site if the Owner so elects.

§ 14.1.3 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.2. Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Sections 14.1.1 and 14.1.2.

(Paragraph deleted)

§ 14.2 Termination by the Owner for Cause

§ 14.2.1

(Paragraphs deleted)

If the Contractor shall institute proceedings or consent to proceeding requesting relief or arrangement under the Federal Bankruptcy Act or any applicable Federal or State Law, or if a petition under any federal or state insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee, or assignee is appointed on account of his bankruptcy or insolvency; or if a received of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough property skilled workmen or proper materials for the Work; or if the Contractor submits an application for payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if the Contractor fails to make prompt payment to Subcontractors for materials or labor

(Paragraphs deleted)

or otherwise breaches obligations under any subcontract with a Subcontractor; or if a mechanic's or materialman's lien, or a claim of lien against public funds, or a notice of lien is filed against any part of the Project or the Owner and is not promptly bonded or insured over by the Contractor in a manner reasonably satisfactory to the Owner; or if the Contractor disregards any laws, statutes, ordinances rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the Project premises; or if the Contractor otherwise violates any material provision of the Contract Documents, then, without prejudice to any right or remedy available Owner may, after giving the Contractor seven (7) days' written notice, terminate the employment of the Contractor, and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of Subcontracts and may complete the Work by whatever reasonable method the Owner may deem expedient. If requested by the Owner, the Contractor shall remove any part or all of his equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in the

event of the Contractor's failure to so, the Owner shall have the right to remove or store, or remove and store, such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination until final completion of the Work.

§ 14.2.2 When

(Paragraphs deleted)

the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.2.4 The Owner's right to terminate the Contract pursuant to Section 14.2 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract pursuant to Section 2.3.

§ 14.2.5 If, after the Contractor has been terminated for cause, it is determined that none of the causes for such termination exist, then such termination shall be considered a termination for convenience. In such event, Contractor shall be paid for Work properly performed to the date of termination and for materials and equipment ordered prior to such date for subsequent incorporation in the Work in accordance with the Contract Documents. No other amounts shall be due Contractor, including without limitation amounts claimed for lost profits, disengagement or damages.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 If suspension, delay, or interruption by the Owner constitutes in the aggregate more than twenty percent (20%) of the total number of days scheduled for completion, an adjustment shall be made for increases in the cost of the performance of this Contract, excluding profit, caused by such suspension, delay or interruption. No adjustment shall be made to the extent:

1. That the performance is, was or would have been so suspended, delayed or interrupted by another cause, including without limitation the fault or negligence of the Contractor; or
2. That an equitable adjustment is made or denied under another provision of this Contract.

§ 14.3.3 Any adjustment made to the Contract Sum pursuant to Section 14.3.2 shall be subject to the provisions of Section 7.3.7.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner shall be given by a written notice of termination delivered to the Contractor either by certified mail, return receipt requested or hand delivered, specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately, in accordance with instructions from the Owner and Architect, proceed with performance of the following duties regardless of delay in determining or adjusting any amount due under this Section 14.4:

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders;
4. terminate all subcontracts and orders to the extent that they relate to the Work terminated; and
5. proceed to complete the performance of Work not terminated.

§ 14.4.3 In case of such termination for the Owner's convenience, the sum payable to the Contractor for the work shall be prorated based upon the amount of properly performed Work completed. Owner shall receive proper credit for sums already paid. Upon any such termination all obligations of Owner (other than payment of sums due Contractor for services properly performed but not previously paid prior to the date of termination) shall cease as of the effective date of termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a written demand or assertion by one of the Contractor seeking, as a matter of right, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contractor.

§ 15.1.2 Notice of Claims. Claims by the Contractor must be initiated by written notice to the Owner party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Owner or Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner, Architect and Construction Manager. No such claim shall be valid unless so made. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or Construction Change Directive, as the case may be. This Paragraph 15.1 is not intended to and shall not create any additional grounds upon which the Contractor may be entitled to an increase in the Contract Sum beyond those grounds provided elsewhere in this Contract. In no event shall the Contractor make a claim for additional costs resulting from any delays in the progress of the Work or for reasons set forth in Section 1.24 of these General Conditions.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. In the event of a dispute, requests for extensions of construction time due to adverse weather conditions shall include U.S. Weather Bureau Climatological Reports for the months involved plus a report indicating the average precipitation, temperature, etc., for the past ten (10) years from the reporting station nearest the Project. The 10-year average will be the basis for determining the number of adverse weather days and the effect resulting therefrom on construction which the Contractor would normally expect to encounter. Extensions of time may be requested for any month of construction for days lost due to adverse weather

in excess of the normally expected lost time; provided, however, if the Owner determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6

(Paragraphs deleted)

Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 15.2.

§ 15.1.7 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Sections 15.1.4 or 15.1.5.

§ 15.1.8 The Contractor agrees to waive any right which it may have to punitive damages from the Owner and agrees not to make any claim or demand for punitive damages against the Owner.

§ 15.1.9 The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes, but is not limited to damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit arising from the Work.

This waiver is applicable, without limitation, to all consequential damages due to Owner's termination in accordance with Article 14.

In any suit or action arising under this Contract the Owner shall be entitled to an award of reasonable attorney's fees and costs of litigation.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

§ 15.2.1 Claims, including those alleging an error or omission by the Construction Manager or Architect, may be, upon request by Owner and Contractor, referred initially to the Architect for action as provided in this Section 15.2.

§ 15.2.2 The Architect (if the matter is referred to Architect for initial decision) will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

§ 15.2.3 If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

§ 15.2.4 If a Claim has not been resolved, the party making the Claim shall, within ten days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

§ 15.2.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be considered advisory only and not binding on the parties. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.6 Notwithstanding anything herein to the contrary, Any suit or action arising under this Contract shall be commenced in Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies.

(Paragraph deleted)

§ 15.2.7 No suit or action shall be maintained by Contractor, its successors or assigns, against Owner on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.

(Paragraphs deleted)

ARTICLE 16 COMPLIANCE WITH LAWS

§ 16.1 Contractor shall abide by and comply with all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

§ 16.2 As a condition of the award of the Contract to contractor, Contractor shall certify, affirm and agree as follows, which certifications, affirmations and agreements shall be incorporated in and hereunder as a part of the Contract:

.1 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and the Owner's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following website: <http://www.idol.state.il.us/prevailing-wage/>. The Contractor agrees to indemnify and hold harmless the Owner for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the

Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than five (5) years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the 10th day of each calendar month, in person, by mail, or electronically a certified payroll to the Owner with each monthly pay request in the form attached to the Contract Documents. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5 (2004, as amended by P.A. 94-515). The Owner may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (1) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Owner, and its officers and agents.

2. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

3. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

4. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

5. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into

by Contractor without collusion or fraud; and (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor.

6. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

7. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

8. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A. misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

9. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

10. The Contractor shall cause all Subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*) (the "Act") by:

a. Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;

b. Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

i. A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

ii. A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;

iii. A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the ninety (90) days preceding the date on which the employee commenced work hereunder; and

iv. A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the

Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.

c. Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

d. Complying with all other requirements of the Act.

11. The Contractor hereby acknowledges that pursuant to 5 ILCS 140/7(2) any record of the Contractor that relates directly to a governmental function being performed by the Contractor pursuant to this Agreement is considered a public record of the Owner for purposes of the Freedom of Information Act (FOIA), and upon request of the Owner's FOIA Officer, Contractor shall within two (2) business days turn over to the FOIA Officer any record requested that is in possession of the Contractor.

§ 16.3 Contractor and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract and shall make all such materials available at the office of the Owner at any reasonable time during the term of this contract and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Contractor or termination of this Contract for audit, inspection and copying upon Owner's request.

§ 16.4 The Contractor shall be required to remain for the entirety of the Contract in compliance with the foregoing legal requirements. A violation is grounds for the immediate termination of the Contractor for cause. However, any forbearance in delay by the Owner in terminating Contractor or canceling the Contract shall not constitute a waiver of any right the Owner may have, including without limitation termination of Contractor, cancellation of the Contract and recovery of damages.

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Additions and Deletions Report for AIA® Document A232™ – 2009

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PAGE 1

Central Park Ballfield Reconfiguration Project
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

...

Wight Construction Services, Inc.
2500 North Frontage Road
Darien, IL 60561

...

(Name, legal status and address)
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

...

Wight & Company
2500 North Frontage Road
Darien, IL 60561

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§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Plans, Drawings, Specifications, Addenda issued prior to execution of the Contract, Advertisements for Bids, Invitation and Instructions to Bidders, Proposal, Surety Bond, Performance Bond, Labor and Material Payment Bond, Supplemental Plans, Supplemental Specifications, and other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract approved by Owner and signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).~~

...

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2. Intentionally omitted. .

§ 1.1.9 Project Site. "Project Site" or "Site" mean area within the Owner's property lines, or the portion of such area which is enclosed within the Contract Limit Line established by the Architect, Construction Manager or Owner, including any structures or encumbrances within such area.

§ 1.1.10 Substantial Completion. "Substantial Completion" means the date that all of the Work has been completed to the point where it can be occupied and used for all purposes intended by the Owner and accepted by Owner as such, subject only to minor punch list items which do not affect full use and enjoyment and the Contractor has completed all Work necessary in order for the Owner to receive all required occupancy permits.

§ 1.1.11 Final Completion. "Final Completion" means the date the Contract has been fully performed, all the Work has been completed and a final Certificate for Payment approved by the Owner has been issued by the Architect.

§ 1.1.12 Indicated. "Indicated", "shown", "noted", "described" or "required" mean as detailed, described, discussed, stated, scheduled, called for in, or reasonably inferable from, the Contract Documents in order to timely and properly complete the Work in a first class manner.

§ 1.1.13 "Or Equal. "Or equal", "approved equal", or "equal to" mean that the determination whether an alternative product or system is equal to that indicated or specified shall be made by the Owner.

§ 1.1.14 Provide. "Provide" or derivatives thereof means the Contractor shall properly fabricate, supply, furnish or procure all labor, materials, equipment, apparatus, and accessory appurtenances necessary to transport, deliver, install, erect and construct the specified item, complete, in place, fully tested and ready for operation and use, including any final connections in strict accordance with the Drawings, Specifications and other Contract Documents. The words "Contractor shall" are implied and shall be so understood wherever the direction "provide" is used.

§ 1.1.15 Punch List Items. "Punch List Items" shall mean and shall be limited to uncompleted items of the Work (a) that do not interfere with the use and occupancy of any area of the Site for its intended purpose and (b) that, as a group, are capable of being completed by the Contractor within thirty (30) days of issuance of any Punch List. The "Punch List" is the list containing the Punch list items.

§ 1.1.16 Project Manual. The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

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Large scale drawings shall take precedence over small scale drawings; figured dimensions on drawings over scaled dimensions and noted material over graphic representations.

...

§ 1.2.4 The Contractor acknowledges, agrees, represents and warrants that: (a) the Contract Documents are full and complete; are sufficient to have enabled the Contractor to determine the Cost of the Work and to construct the Work indicated therein in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations thereunder, including, but not limited to Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial and Final Completion established in the Contract; (b) the omission from the Contract Documents of minor details which ordinarily form a part of first class work and are necessary to the completion of the Work as indicated shall not be cause for any extra cost but shall be included as if specifically mentioned or detailed, (c) the Contractor has visited and examined the Project Site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with and satisfied itself as to the same, including, without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and

equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents.

The Contractor acknowledges, agrees, represents and warrants that it has carefully examined the Drawings, Specifications and other Contract Documents and it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in or between the Contract Documents except those, if any, which have been clarified by the Construction Manager or Architect by Addenda, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will promptly notify the Construction Manager and the Architect of such fact, and will not proceed until it shall have received the written interpretation of the Construction Manager, or the Architect. If any such differences or conflicts were not called to the Construction Manager's or the Architect's attention prior to submission of bids, the Construction Manager and the Architect shall decide which of the conflicting requirements will govern based upon the most stringent or highest quality of the requirements and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Construction Manager's decision.

Claims for additional compensation or extensions of time because of the failure of the Contractor to carefully review the Drawings, Specifications and other Contract Documents, or to familiarize itself with the conditions set forth or referred to in the Contract Documents or other conditions which might affect the Work, or because of its failure to obtain a needed interpretation before submitting its bid or before proceeding with the Work, will not be allowed.

§1.2.5 All Work shall conform to the Contract Documents. Contractor shall be solely responsible for the completion of the Work in accordance with the Contract Documents. No change therefrom shall be made without review and written acceptance by the Owner.

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§ 1.4.1 Headings.

The headings for each paragraph of the Contract Documents are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of the Contract Documents nor in any way affect the Contract Documents.

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service. Contract Documents are owned and copyrighted by the Owner. No Contractor, Subcontractor or materialman shall retain or claim ownership or copyright of Contract Documents. No Contractor, Subcontractor or materialman shall use any Contract Document for another project. All Contractors and Subcontractors have a limited license to reproduce portions of Contract Documents for this Project, which cannot be obtained from Architect or Owner. The Owner shall be deemed the owners of the Project Documents, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Project Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' Architect or Owner's reserved rights.

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

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§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, excluding matters requiring approval by the Board of Park Commissioners or the Executive Director. Except as

otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2.1 ~~Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.~~

§ 2.2.2 ~~Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Provided, however, that the furnishing of these surveys and the legal description of the site shall not relieve the Contractor from its duties under the Contract Documents in general and Section 1.2.4 of these General Conditions in particular. When the Owner, Architect or Construction Manager has made investigations of subsurface characteristics or conditions of the areas where the Work is to be performed, such investigations, if any, were made solely for the purposes of Owner's study and Architect's design. Neither such investigations nor the records thereof are part of the Contract between Owner and Contractor. To the extent such investigations or the records thereof are made available to Contractor by the Owner, Architect or Construction Manager, such information is furnished solely for the convenience of Contractor. Neither Owner, Architect nor Construction Manager assumes any responsibility in respect of the sufficiency or accuracy of the investigations thus made, the records thereof or of the interpretations set forth therein or made by the Owner, Architect or Construction Manager in its use thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout the areas where the Work is to be performed, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and conditions. Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.~~

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. ~~information or services required of the Owner by the Contract Documents with reasonable promptness to avoid unreasonable delay in orderly progress of the Work. The Owner shall also furnish any other information or services required to be furnished by Owner and relevant to the Contractor's performance of the Work with reasonable~~

promptness to avoid unreasonable delay in orderly progress of the Work after receiving the Contractor's written request for such information or services.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. References made in the Specifications and Drawings to standard specifications, codes or test methods of technical societies, trade associations and similar organizations is intended to refer to the latest edition of such standards as of the date of the Specifications, unless specifically indicated to the contrary. Each tradesman is considered to be experienced and familiar with the generally accepted, published standards regarding the quality of materials and workmanship related to his own trade.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. In case of any conflict or discrepancy between the Drawings and Specifications or any error or ambiguity within the Drawings and Specifications, it is understood that the Contractor has included in his proposal and agrees to provide the greater quantity or better quality of materials and work, unless, before submission of his proposal, he shall have requested and received an Addendum that resolves such conflict, error, ambiguity or discrepancy.

§ 2.2.7 Wherever a provision of the Specifications conflicts with any agreements or regulations in force among members of trade associations, unions, or councils which regulate or distinguish what work shall or shall not be included in the Specifications, the Contractor shall make all necessary arrangements to reconcile such conflicts. If progress of the Work is affected by a delay in furnishing or installing materials or equipment because of such agreements or regulations, the Construction Manager or Architect may require that other materials or equipment of equal kind and quality be provided with no change in the Contract Sum.

§ 2.2.8 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in strict accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents to produce the intended result will be provided whether or not specifically called for.

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If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or fails to remove and discharge (within ten days) any lien filed upon Owner's funds by anyone claiming by, through, or under Contractor, or disregards the instructions of Construction Manager, Architect or Owner when based on the requirements of the Contract Documents, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Construction Manager, the Architect and Owner shall at all times have access to the Project Site for purposes of inspection whenever the Work is in preparation and progress.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Section 2.3. hereof the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of

correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager.~~ If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5 Owner's Remedies not Exclusive

The rights and remedies of Owner stated in this Article 2 shall be in addition to and not in limitation of, any other rights and remedies of the Owner granted in the Contract Documents or at law or in equity.

...

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

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§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents. High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the Contract Documents will be removed and replaced by the Contractor until satisfactory results are obtained.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, ~~become generally familiar with~~ evaluated the local conditions under which the Work is to be performed ~~and correlated personal observations and, except for concealed conditions or those unknown to Contractor, found the site suitable for completing the Work in compliance~~ with requirements of the Contract Documents. Furthermore, execution of the Contract by the Contractor is a representation that the Contract Documents include the construction details, means, methods, procedures and techniques necessary to perform the Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. ~~These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. it and shall at once report to the Construction Manager and Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner, Architect or Construction Manager for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced contractor in advance and that are not of the nature of items described in and intended to be covered in Sections 1.2. hereof, unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Architect and Construction Manager. If the Contractor performs any construction activity involving an error, inconsistency or omission in the Contract Documents that Contractor recognized or reasonably should have recognized and of which Contractor failed to notify the Architect and Construction Manager, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction. If any errors, inconsistencies, or~~

omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any employee or agent of Contractor, or any of its Subcontractors, the Contractor shall be responsible for notifying the Architect and Construction Manager in writing of such error, inconsistency, or omission before proceeding with the Work. The Architect and Construction Manager will take such notice under advisement and within a reasonable time commensurate with job progress render a decision. The Architect or Construction Manager's decision shall be subject to Owner's approval. If Contractor fails to give such notice and proceeds with such Work, it shall correct any errors, inconsistencies, or omissions at no additional cost to the Owner.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3.1 The Contractor shall supervise and direct the Work, Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, for and have charge and control of construction means, methods, techniques, sequences sequences, and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner required means, methods, techniques, sequences or procedures. Work. The Contractor shall review any specified construction or installation procedure (including those recommended by any product manufacturer). The Contractor shall advise the Construction Manager, Architect and Owner:

1. if the specified procedure deviates from good construction practices.
2. if following the procedure will affect any warranties; or
3. of any objections which the Contractor may have to the procedure.

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§ 3.3.4 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

§ 3.3.5 If applicable to the Work to be performed by the Contractor on the Project, the Contractor shall establish and maintain bench marks and all other grades, lines and levels necessary for the Work, report errors or inconsistencies to the Architect and Construction Manager before commencing Work, and review the placement of the building(s) and permanent facilities on the site with the Architect and Construction Manager after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for the Owner, Architect, Construction Manager, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors (of any tier) on adjacent properties due to construction as revealed by an improvement survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents shall be the sole responsibility of the Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.6 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed.

...

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions. The Contractor may make substitutions equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

...

§ 3.4.4 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project Site and he shall be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of any difference between actual dimensions and the measurements shown by the Project Drawings.

§ 3.4.5 The Contractor shall carefully inspect all materials delivered on and to the Project Site and reject defective materials without waiting for the Construction Manager, Architect or other representative of Owner to observe the materials.

§ 3.4.6 Except as provided in 3.4.2, the materials specified have been determined to have characteristics appropriate for the purposes of this Project. No work will be acceptable which utilizes an alternate not approved during the bidding process.

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
§ 3.5.1 The Contractor warrants to the Owner, Construction Manager and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless otherwise required or provided by the Contract Documents, and that the Work will be free from faults and defects and in conformance with the Contract Documents. The warranty will not be affected by the Specifications of any product or procedure, unless the Contractor objects promptly to such product or procedures and advises the Construction Manager, Architect and Owner of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or

refusal of the Contractor or supplier responsible for the defective Work to correct such Work shall not excuse the Contractor from performing under the warranty. If required by the Construction Manager, Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Owner upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in these General Conditions, elsewhere in the Contract Documents, or in any Certificate of Substantial Completion approved by the Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of Final Completion of the entire Work unless otherwise provided in any Certificate of Partial Substantial Completion approved by the Owner and the Contractor or Subcontractor, as applicable, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford the Owner the opportunity to obtain a waiver or reduction of any fees or costs associated therewith.

§ 3.5.3 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work and prior to final payment to the Contractor, any and all manufacturers' warranties relating to materials, equipment and labor incorporated in the Work and further agrees to perform the Work in such a manner so as to preserve such manufacturers' warranties.

§ 3.5.4 If equipment is to be provided by the Contractor as part of the scope of the Work to be performed by the Contractor, the Contractor shall furnish maintenance and twenty-four (24) hour callback service for the equipment provided by him or his subcontractors for a period of three (3) months or such longer period as may be specified elsewhere in the Contract Documents, after completion and acceptance of the Work. This service shall include regular examinations of the installation by competent and trained employees of the Contractor, and shall include but not be limited to all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents, or negligence not caused directly or indirectly by the Contractor or any of its subcontractors.

§ 3.5.5 If materials or equipment are replaced during the original warranty period, a new warranty period thereon shall then begin from the date that such corrective action is completed and approved.

§ 3.5.6 The warranty provided in this Article 3.5 shall be in addition to, and not in limitation of, any other warranty or remedy required under the Contract Documents or under applicable law.

§ 3.5.7 Correction of defective non-conforming work shall include, in addition to that described in Article 12, any damage to the Project or other property that may result from such corrective action, including but not limited to, any damage to its contents, to the work of other contractors or to adjacent property.

§ 3.5.8 Warranty protection for a repaired item for concrete work shall be for twenty-four months after final acceptance of concrete work or the length of the original warranty period, whichever is longer. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner.

§ 3.5.9 Defective materials, equipment or workmanship occurring within the warranty period may be repaired where such produces results conforming to the Contract Documents related to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents.

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The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Illinois State sales tax is not applicable to the Project with respect to materials,

equipment and supplies incorporated in the Work or totally consumed in the performance of the Work. The Contractor shall pay unemployment and Social Security taxes and other taxes imposed by local, city, state or federal government with respect to Contractor's own personnel and certify to Owner that this has been done before payment is made to the Contractor.

...

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the ~~Work~~ Work or having jurisdiction over the Work or any insurance organizations (collectively referred to herein as the "Legal Requirements") relating to the Work or the performance thereof. Contractor shall be liable to Owner for any delay in the performance of the Work or increase in the cost of the Work resulting from Contractor's failure to fully comply with the provisions of this Section 3.7.2.

§ 3.7.3 If the Contractor performs Work ~~knowing it to~~ that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to ~~correction-correction and delays.~~

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than ~~21~~ seven (7) days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating ~~the reasons-~~ the reasons and the Contract Sum or time for performance of the Work shall not be adjusted. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

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§ 3.7.6 Contractor shall comply with all public and private utility requirements relating to the Work or the performance thereof. If the Contractor performs Work contrary to applicable utility requirements, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may ~~direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection-direct.~~

...

4 _____

1. _____ Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. _____ Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. _____ Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect ~~(1)-~~ the difference between actual costs

and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2 allowances.

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§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be available continuously on the Project Site during each day work is being performed.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within ~~14~~ fourteen (14) days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the ~~14~~ fourteen (14) day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made ~~reasonable and timely~~ an objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

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§ 3.10.5 The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. Unless otherwise specified by the Architect and Construction Manager, the schedule shall be updated every thirty (30) days and submitted to Architect and Construction Manager with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Construction Manager and Architect for their review and approval a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

The Owner's, Architect's or Construction Manager's failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet the time limits in the Contract Documents, nor shall it make the Owner, Architect or Construction Manager liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting the time limits in the Contract Documents. Similarly, the Owner's, Architect's or Construction Manager's failure to object to a Contractor's schedule showing completion in advance of the time limits in the Contract Documents shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed. § 3.11.1 The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager and Owner for submittal to the Owner upon completion of the Work before final payment is made to Contractor as a record of the Work as constructed.

§ 3.11.2 Plans and sections of all concealed work, including without limitation concealed piping and conduit, and all changes and deviations from the Contract Drawings shall be shown and dimensioned on the "As Built" drawings.

Contractor shall develop layout drawings for all concealed work that is schematically indicated on the Contract Drawings and such site improvements shall be signed and sealed by his Engineer unless otherwise directed by the Architect.

§ 3.11.3 The Contractor and his subcontractors shall maintain at the Project Site and have readily available to the Construction Manager, Architect and Owner, an accurate record of deviations and changes from the Contract Documents which occur in the Work; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents or in such other manner as shall be approved by the Construction Manager, and shall turn over to the Construction Manager upon completion of the Work all such documents and information, including without limitation final shop drawings and sketches, marked prints, and similar data indicating the "As Built" conditions. This requirement does not authorize any deviations without approval of the Architect and Construction Manager. The cost of recording, and if required transferring to the transparencies, the changes or deviations shall be included in the Contract Sum. The "As Built" transparencies or other approved format shall be delivered by the Contractor to the Construction Manager prior to final acceptance of the Project and issuance of final payment.

§ 3.11.4 The Contractor shall cause each mechanical and electrical subcontractor to provide the Contractor with at least three (3) copies of all operating manuals at the time of delivery of each major piece of equipment.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Owner and Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect and Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner and Architect's approval thereof.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall provide the person providing the certification with full information on the relevant performance requirements and on the conditions under which the materials, systems, or equipment were installed and will be expected to operate at the Project Site. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. ~~The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.~~

§ 3.12.11 After the award of the contract, a request by the Contractor for a substitution of materials or equipment in place of that specified in the Contract Documents will be considered only under one or more of the following conditions, and then only with the Owner's written consent:

1. Required for compliance with interpretation of code requirements or insurance regulations then existing;
2. Unavailability of specified products, through no fault of the Contractor;
3. Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
4. Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and/or
5. When, in the judgment of the Architect and Construction Manager, that a substitution would be substantially to the Owner's best interest, in terms of cost, time, or other considerations.

Substitution requests shall be written, timely and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect and Construction Manager. Contractor shall not proceed to use substitute materials or equipment until it has received written approval from the Owner, Architect and Construction Manager. Nothing in this Section grants or should be construed as granting the Contractor authority or permission to use substitute materials or equipment.

§ 3.12.12 By making requests for substitutions, the Contractor:

1. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that the Contractor will provide the same or better warranty for the substitution that the Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

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§ 3.13.3 The Contractor shall plan operations so as to keep temporary construction from blocking access to completed Work. If, however, conflict with normal traffic access occurs, the Contractor shall provide temporary bypass routing until such temporary construction is removed. The Contractor shall remove all temporary construction from premises after it is no longer needed.

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents. It is the intent of the Contract Documents that all areas requiring cutting and patching shall be restored to a completely finished condition acceptable to the Architect, Construction Manager and Owner.

...

§ 3.14.3 Patching shall be performed only by skilled workmen who normally perform the kind of work being patched.

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

...

To the fullest extent permitted by law, the Contractor ~~shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against~~ waives any rights of contribution against and shall indemnify and hold harmless the Owner and the Architect and their officers, directors, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that legal fees (attorneys' and paralegals' fees and court costs), arising out of incidental to or resulting from the performance of the Work, but only to the extent and provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a property, other than the Work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they any of them may be liable, regardless of whether or not such claim, damage, loss or expense it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 3.18. Section. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its park commissioners, officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract, or its failure to perform the Work in accordance with the Contract Documents.

...

§ 3.18.3 Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not limited to (1) injury or damage consequent upon the failure to use or the use, misuse or any negligent construction or installation by Contractor, any Subcontractor, their agents, servants or employees, of any hoist, crane, stay, ladder, support, rigging, blocking, scaffolding, or any and all other kinds of items of equipment or other mechanical or structural contrivance erected or constructed by any person, or any or all other kinds of equipment whether or not owned or furnished by the Owner, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and court costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary Conditions; (3) all costs, expenses, lost time, opportunity costs, etc. incurred by the indemnified party or its employees, agents or consultant.

Nothing contained herein shall be construed as prohibiting the Owner, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Owner's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the Owner harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The Contractor's indemnification of the Owner shall survive the termination or expiration of the Contract.

§ 3.18.4 The indemnification obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Owner, Construction Manager and the Architect, their agents or employees, arising out of their own negligence, but

only to the extent prohibited by the Illinois Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01 et seq.).

§ 3.18.5 The Contractor shall be solely responsible for the completion of the Work in accordance with the Contract Documents.

§ 3.19 WORK BY TRADE UNIONS

§ 3.19.1 If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Architect, Construction Manager or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the Work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulations, the Architect or Construction Manager with the Owner's approval may require that other materials or equipment of equal kind and quality be provided at no additional cost to the Owner.

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

§ 4.1.4 ~~If the employment~~ Owner may at any time employ or retain any properly licensed person to perform all or any part of the duties of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively hereunder or to exercise any of its rights hereunder. Owner shall notify all parties in writing (setting forth the scope of said replacement Construction Manager's and/or Architect's duties and responsibilities) prior to making this change.

...

§ 4.2.1 The Construction Manager and Architect and any other person designated in writing by Owner will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals ~~appropriate to the stage of construction,~~ as provided in the Owner-Architect Agreement, or as otherwise agreed with the Owner, to become ~~generally~~ familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in ~~general~~ if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

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§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the

Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. Provided, however, that the Construction Manager and Architect shall be responsible for promptly notifying Owner of the failure of the Contractor, Subcontractors or other persons performing or providing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Construction Manager and/or Architect becomes aware of, or should, exercising due professional diligence, be aware of same. Construction Manager and/or Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner. Notwithstanding the foregoing, Architect, Construction Manager and/or Owner may communicate directly with Subcontractors and material suppliers in the event of the Contractor's breach of any of its obligations under the Contract Documents. Also Owner may instruct, correspond or negotiate with the Contractor directly and in such event shall forward a copy of any writing to Architect and Construction Manager and shall advise Architect and Construction Manager of any significant instruction, correspondence or negotiation, and shall afford Architect and Construction Manager an opportunity to attend any formal discussions directly between Owner and Contractor, if appropriate. Architect and/or Construction Manager may also communicate directly with subcontractors where such communication is specifically provided for in the Contract Documents of these General Conditions.

~~§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9. Based on the Architect's observations and evaluations of the progress and quality of the Work and Contractor's Application for Payment, the Architect shall review, and after consultation with the Construction Manager and Owner certify, the amount due the Contractor and will issue Certificates for Payment in such amount.~~

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to ~~require~~ require, subject to Owner's prior written approval, additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, ~~upon written authorization of the Owner,~~ whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

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§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives. All Change Orders, Construction Change Directives, and field directives shall require the written approval of the Owner in order to be binding on the Owner.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article ~~7.7~~ and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and

make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

§ 4.2.17 The Architect will interpret ~~and decide~~ matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure of Architect to furnish such interpretations until fifteen (15) days after written request is made for them and sufficient information has been provided to the Architect with respect to the matter for which the Architect's interpretation is being sought.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, ~~will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.~~ The Architect will be the initial interpreter of the requirements of the Contract Documents; however, the Architect will consult with the Owner and Construction Manager prior to making any such interpretations or issuing any approvals. The decisions of the Architect are binding on the Contractor, but are not binding on and may be overruled by the Owner. Anything to the contrary contained in the Contract Documents notwithstanding, the Architect shall be and is the representative of the Owner and not an independent arbiter of the Contract, and although the Architect shall be fully informed by the Contractor of the Contractor's performance under the Contract and consulted with regard to any decision and controversies, no decision of the Owner under the Contract shall be made by the Architect without the express written authority of the Owner.

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

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§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within ~~14~~ fourteen (14) days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the ~~14-day period~~ fourteen (14)-day period, or any extension thereof, shall constitute notice of no reasonable objection.

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§ 5.2.4 ~~The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.~~ Subcontractors listed by Contractor and not objected to by Owner, Construction Manager or Architect must be used on the portion of the Work for which they were proposed and shall not be changed except with the written consent of the Construction Manager, Architect and Owner.

§ 5.2.5 In the event of a conflict between the Owner, Construction Manager and/or Architect regarding the selection of Subcontractors, the Owner's decision shall govern.

...

By appropriate ~~agreement, written where legally required for validity,~~ written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes

toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

...

~~§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that~~
~~1—assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and~~
~~2—assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.~~

~~When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.~~

All subcontract agreements shall conform to the requirements of the Contract Documents and Contractor hereby assigns to Owner (and Owner's permitted assigns) all of Contractor's interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective in the event of Contractor's failure to perform the Work in accordance with the Contract Documents and upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in said writing. It is agreed and understood that Owner may accept said assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements and purchase orders, and (2) Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and Contractor. It is further agreed that no subcontract agreement or purchase order shall contain any restriction that would prohibit assignment under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion.

~~§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension; assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.~~

~~§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.~~

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§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to

~~insurance and waiver of subrogation-insurance.~~ If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.3 ~~Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.~~

...

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the ~~Construction Manager-Manager, Owner~~ and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. ~~The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.~~

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor ~~wrongfully~~ causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 ~~The Owner and other Multiple Prime Contractors~~ shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 Whenever the Contractor is required by the Contract Documents to receive items from another contractor or from the Owner for storage, erection or installation, the Contractor shall give receipt for items delivered and thereafter shall be responsible for care, storage and any necessary replacement of the item or items received.

§ 6.2.7 When items of work are indicated as "NIC" (not in contract), or to be furnished and installed under other contracts, all preparation of openings, provision of backing, and other similar requirements for receipt of such "NIC" work shall be coordinated, furnished and installed by the Contractor, who shall properly form and otherwise prepare the Work in a satisfactory manner to receive such "NIC" work.

§ 6.2.8 Should the Contractor cause damage to the work or property of any separate contractor and/or in the event of any other claim, dispute, or matter in question between the Contractor and any separate contractor, the Contractor shall promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. In any event, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, park commissioners, employees and agents, to the full extent as agreed to under Section 3.18 of these General Conditions.

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§ 7.1.4 In order to evaluate proposals for changes to the Work, the Contractor shall submit a complete itemization of all costs, including hours of labor, quantities of materials, amounts of subcontracts, etc., separately defining Work deleted and Work added. In no case will a lump sum proposal be approved without such itemization.

§ 7.1.5 The combined allowance for overhead and profit in connection with changes to the Work other than changes where adjustments to the Contract Sum are calculated based on unit prices, shall be calculated as provided in the Contract Documents. In calculating the allowance, the cost of performance and payment bonds shall be excluded. There shall be no allowance and no increase in the Contract Sum for any increase in the actual cost to the Contractor of the performance bond and the payment bond resulting from additional changes to the Work. Likewise, there shall be no decrease in the Contract Sum for any decrease in the actual cost to the Contractor of the performance bond and the payment bond resulting from any deductive changes to the Work.

§ 7.1.6 When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be calculated on the basis of the net increase.

...

- 1 _____
- 1 _____ 1. The change in the Work;
 - 2 _____ 2. The amount of the adjustment, if any, in the Contract Sum; and
 - 3 _____ 3. The extent of the adjustment, if any, in the Contract Time.

Methods used in determining adjustments to the Contract sum may include those listed in Section 7.3.3. Notwithstanding any provision to the contrary in the Contract Documents, the overhead and profit for Contractor and Subcontractors on any Change Order or Construction Change Directive shall be determined as specified in Section 4.3 of the Agreement.

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§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, Architect and directed to the Contractor, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

...

- 1 _____
- 1 _____ 1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - 2 _____ 2. Unit prices stated in the Contract Documents or subsequently agreed upon;
 - 3 _____ 3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - 4 _____ 4. As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Omitted.

...

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, ~~an a reasonable amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ Agreement. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- ~~1.~~ 1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- ~~2.~~ 2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- ~~3.~~ 3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- ~~4.~~ 4. Costs of premiums for all ~~bonds and~~ insurance, permit fees, and sales, use or similar taxes related to the Work; and
- ~~5.~~ 5. Additional costs of supervision and field office personnel directly attributable to the change. Overtime when specifically authorized by the Owner and not attributable to delays caused by the Contractor or Subcontractor will be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Contractor shall submit detailed itemized breakdowns of quantities and unit costs, including overhead and profit as separate items with response to request for price.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that ~~change.~~ change; in such situations, if the amount of either the credit or the addition is in dispute, the amount of the other, undisputed item may not be included in the Application for Payment.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction ~~Manager.~~ Manager, Owner and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 ~~When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.~~ Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation of and execution of an appropriate Change Order.

§ 7.3.11 No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Contract Sum or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the parties, nor any

express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the Contract Time.

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§ 7.5 Continuation Of Work Pending Resolution

Pending final determination of cost to the Owner or extension of time to the Contractor, unless otherwise directed by Owner, Contractor shall continue to perform the Work in accordance with the Contract Documents.

...

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect and approved by Owner in accordance with Section 9.8.

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§ 8.2.2 The Contractor shall ~~not knowingly, not~~, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall ~~proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time~~ carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will insure the completion of the Work in accordance with the Contract Documents by the date established in the Contract. It is expressly understood and agreed by and between Contractor and Owner that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and factors prevailing in this locality.

...

§ 8.3.1 ~~If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then progress of the Work prior to Substantial Completion by:~~ any wrongful act or neglect of Owner; changes ordered in the Work which are not caused by the wrongful or negligent acts, errors or omissions of Contractor, its agents, employees or Subcontractors; or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including regional labor disputes (not disputes limited to the work force of, or provided by, the Contractor or its Subcontractors) as they affect the Work that cannot be resolved by Contractor's agreeing to the wages, hours, working conditions and other terms as they have been or will be established as the pattern settlement with respect to said dispute, provided that prior to execution of the Contract by Owner, Contractor has advised Owner in writing of the expiration during the Contract Time of applicable labor contracts; fire, unusual delay in deliveries not reasonably foreseeable, unavoidable casualties, adverse weather conditions not reasonably foreseeable, or by other occurrences which the Architect and Construction Manager, subject to the Owner's approval, determines may justify delay, then, provided that the Contractor is in compliance with all relevant provisions of the Contract Documents, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Construction Manager and Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed, or conditioned); provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or "float" time allowance included in the Contractor's construction schedule. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Construction Manager, Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

...

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Extension of time provided for the completion of the Work shall be the Contractor's sole remedy for delay (except for the Contractor's right to terminate the Contract pursuant to the provisions of Article 14 hereof), unless the same shall have been caused by acts constituting intentional interference by Owner with Contractor's performance of the Work and where to the extent that such acts of the Owner continue after Contractor's notice to Owner of such interference. The Owner's exercise of any of its rights under the Contract, including, without limitation, its rights under Article 7, 'Changes in the Work,' regardless of the extent or number of such Changes, or the Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

§ 8.3.4 If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the time set forth in the project schedule, the Contractor shall not be entitled to any recovery of damages arising out of any delay which prevented such early completion of the Work.

§ 8.3.5 If conditions, events or circumstances occur which may cause a delay in the progress of the Work, Contractor shall promptly notify Construction Manager and Architect within ten (10) days after the first occurrence of such condition, event or circumstance, describing in reasonable detail the nature thereof and an estimate of cost and of probable effect of delay on progress of the Work. Failure of Contractor to provide such notice shall constitute a complete waiver and release by Contractor of any claim of entitlement to an extension in the Contract Time or increase in the Contract Sum.

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The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Payments to Contractor shall be made by Owner. Contractor agrees that Construction Manager shall not be liable to Contractor for any amounts due or claimed to be due. Contractor agrees to look solely to Owner for payment and covenants not to sue Construction Manager for any amount due or claimed to be due by Contractor. Notwithstanding this Section 9.1.1., Owner does not waive its rights or remedies it has against Construction Manager for failure of Construction Manager to perform its duties under the Contract.

...

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect Manager, Architect and Owner may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

...

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Until Final Completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. No interest will be paid on retention amounts.

...

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3. Unless otherwise specifically provided in the Contract Documents, payments will be made on account of materials or equipment only if and when incorporated in the Work. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.4 Each partial payment request shall be made prior to the tenth (10th) day of each month and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work but not yet paid, less any applicable retainage.

§ 9.3.5 Provided that there are no outstanding liens or claims and that in the opinion of the Construction Manager, Architect and Owner the previous work has been done properly and is on schedule for completion of construction and the unpaid balance in each case is sufficient to complete the unfinished work, upon at least seventy-five percent (75%) completion of each trade line item, the Owner shall have the option, in its sole discretion, to make subsequent payments in each case for ninety-five percent (95%) of the value of the completed Work.

§ 9.3.6 Upon giving ten (10) days written notice to the Contractor, the full contract retainage may be reinstated and the retention restored to the basis established in Section 9.3.4 if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or if any surety of Contractor withholds its consent.

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§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment for Owner's approval from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation to Owner but not to Contractor that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation to Owner but not to Contractor that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

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§ 9.4.8 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, and by the Partial Waivers of Subcontractors and Suppliers who were included in the immediately preceding payment application to the extent of that payment. Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all other documents and statements as shall be necessary, in the sole judgment of the Construction Manager, Architect and Owner, to waive and protect Owner from all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language as applicable indicating either that:

- (i) 'all material was taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws' or
- (ii) 'materials were provided by the following suppliers for whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws'.

§ 9.5.1 The Construction Manager or Architect after consultation with Owner may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of, but not limited to, subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of, but not limited to:

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

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§ 9.5.4 No interest will be paid on payments withheld.

...

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. ~~Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~

§ 9.6.8 Anything to the contrary contained or implied herein notwithstanding, no progress payment need be made by Owner until such time as Contractor, Subcontractors or any other persons performing the Work or furnishing materials or equipment for the Project furnishes such documents as Owner may reasonably require (including without limitation notarized contractor's statements, affidavits and waivers of lien).

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If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not either reject the Construction Manager's and Architect's Certificate of Payment or does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately ~~and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut down, delay and start-up, plus interest as provided for in the Contract Documents appropriately.~~

...

~~§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use as defined in Section 1.1.10.~~

...

~~§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. With respect to Work enumerated on the list accompanying the Certificate of Substantial Completion, the guarantee or warranty period shall start at the time of Final Completion of this Work and only upon acceptance in writing by the Owner.~~

...

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is ~~consented to by the insurer as required under Section 11.3.1.5 and~~ authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect and the Owner, who will promptly make such inspection. ~~When the Architect finds the Architect and the Owner, find the Work acceptable under the Contract Documents and the Contract fully performed,~~ the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Owner's failure to object to and Owner's acceptance of Architect's findings and/or certifications hereunder shall not limit Architect's obligation to properly perform its duties under the Contract Documents and shall not constitute Owner's acceptance of Work not complying with the requirements of the Contract Documents or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

...

§ 9.10.3 ~~If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.~~

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

- ~~.1~~ 1 — liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- ~~.2~~ 2 — failure of the Work to comply with the requirements of the Contract Documents; or
- ~~.3~~ 3 — terms of special warranties required by the Contract Documents.

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

...

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss ~~to~~ to:

- ~~.1~~ 1 — employees on the Work and other persons who may be affected thereby;
- ~~.2~~ 2 — the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- ~~.3~~ 3 — other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- ~~.4~~ 4 — construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall be responsible for security of all tools, materials, and equipment left on site.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, such activities shall only be done with the written consent of the Construction Manager and Owner given with respect to the specified use and subject to any condition contained in such consent, and the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

...

§ 10.2.5.1 When such remedy of damage or loss involves patching, repair, or replacement the Contractor shall perform that remedy to the satisfaction of the Architect, Construction Manager, the Owner of the property damaged, and the authorities having jurisdiction.

§ 10.2.5.2 In the event that local authorities having jurisdiction require that repairing, patching or replacing of their facilities be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such construction.

...

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21-twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, ~~delay~~ and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is not due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the ~~site unless such materials or substances are required by the Contract Documents. The Owner shall site. The Owner~~

shall not be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. Documents that used or mishandled due to the fault or negligence of Contractor.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and or negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence. 10.3.1.

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.1 —

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

.2 —

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 —

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 —

4. Claims for damages insured by usual personal injury liability coverage;

.5 —

5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 —

6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

.7 —

7. Claims for bodily injury or property damage arising out of completed operations; and

.8 —

8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

...

§ 11.1.2.1 Notwithstanding the above, the insurance required by Paragraph 11.1 shall be on an occurrence basis.

§ 11.1.2.2 Notwithstanding anything contained or implied elsewhere in the Contract Documents, Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or any Subcontractor. Except and to the extent as may be specifically agreed in writing by the Owner, the Contractor shall maintain insurance as provided below:

INSURANCE REQUIREMENTS

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or at Owner's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner and Architect shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner and Architect. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to Owner under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's and Architect's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by Owner, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

~~§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions~~

during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

The Owner at its option may, but is not obligated to, purchase and maintain additional liability insurance to protect it against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining the Owner's usual liability insurance. this optional Owner's liability insurance unless specifically required by the Contract Documents.

§ 11.3 Property Insurance**PROPERTY INSURANCE**

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance ~~written on a builder's risk "all risk" or equivalent policy form~~ in the amount of the initial Contract Sum, ~~plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project Sum as well as subsequent modifications thereto for the entire Work~~ at the site on a replacement cost basis without ~~optional~~ voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in ~~Section-Paragraph~~ 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this ~~Section-Paragraph~~ 11.3 to be covered, whichever is ~~later.~~ earlier. This insurance shall include the respective interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project-Work.

§ 11.3.1.1 Property insurance shall be on ~~an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage)~~ a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, ~~earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition,~~ and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's ~~any of the Owner's Consultant's~~ services and expenses required as a result of such insured loss. Owner shall not be required to provide coverage for other perils unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 11.3.1.2 ~~If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that~~ The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto. ~~Work.~~

§ 11.3.1.3 If the property insurance requires ~~deductibles,~~ minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of ~~such~~ deductibles.

§ 11.3.1.4 ~~This~~ Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site, the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit-transit and paid for by Owner.

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§ 11.3.2 Boiler and Machinery Insurance. BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, ~~Construction Manager, Contractor, Contractor~~ Subcontractors and Sub-subcontractors in the Work, and the Owner and the Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. ~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused. If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

§ 11.3.4 ~~If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

§ 11.3.5 ~~If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

§ 11.3.6 ~~Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

§ 11.3.7 Waivers of Subrogation. ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

§ 11.3.8 ~~A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

§ 11.3.9 ~~If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such~~

loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.~~

§11.3.4 Notwithstanding any provision contained in Section 11.3 including paragraphs 11.3.1 through and including 11.3.11, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

Intentionally Omitted.

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§ 11.4.3 The Contractor shall deposit with the Owner before commencing any Work an *AIA A312-2010 Performance Bond and Payment Bond* for 100% of the Contract Sum, guaranteeing the faithful performance of the work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage in accordance with paragraph 16.2, and guarantee correction of work. The Surety must be approved by the Owner, and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury.

§ 11.4.4 Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner for any and all extra Work incurred by the Architect and Construction Manager as a result of the Contractor's default and to pay to Owner all attorneys' fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Contract to remedy Contractor's default.

§ 11.4.5 The Contractor shall (i) furnish with all bonds a certified copy of the power of attorney from the Surety Company stating that the person executing said bond is duly authorized by the Surety Company to execute said bond; (ii) furnish a certified copy of the certificate from said Surety Company's state showing said Surety Company licensed and authorized to transact business and execute said bond in Illinois; and (iii) if requested by Owner, furnish a copy of current financial statements of said Surety Company.

§ 11.4.6 The Contractor shall furnish a maintenance bond and/or irrevocable letter of credit in the amount of the Contract to guarantee the Work performed under the Contract against defective workmanship and/or defective materials of any nature for a period of not less than twenty-four (24) months from the date of acceptance of the Work, materials, or equipment provided. The maintenance bond or letter of credit shall be in a form acceptable to the Owner.

§ 11.5 MISCELLANEOUS PROVISIONS

§ 11.5.1 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

§ 11.5.2 No vehicles which are not covered by insurance comparable to that required herein, whether borrowed or leased shall be used in the Work.

§ 11.5.3 Contractor shall notify Construction Manager and Owner of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim, promptly upon Contractor's first knowledge of same.

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§ 12.1.1 If a portion of the Work is covered contrary to the Construction ~~Manager's~~ Manager's, Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction ~~Manager~~ Manager, Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

...

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

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so ~~unless the Owner has previously given the Contractor a written acceptance of such condition, so.~~ The Owner shall give such notice promptly after discovery of the condition. ~~During the one year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 ~~The one year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.~~ Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by Contractor or Subcontractors contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by Architect or Owner at the time the Work was performed.

§ 12.2.2.3 ~~The one year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~ Corrective Work shall be warranted to be free from defects for a period equal to the longer of one (1) year after the completion of the corrective Work or one (1) year after the date of Final Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from the Owner.

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§ 12.2.4.1 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect issued through the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

...

If the Owner prefers to knowingly, in a writing specifically notifying the defect and the Owner's decision to accept it, accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

...

The Contract shall be governed by the law of the place where the Project is located ~~except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~located.

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. This Contract is non-assignable in whole or in part by Contractor, and an assignment shall be void without the prior written consent of Owner, which consent, shall not be unreasonably withheld.

...

§ 13.4.3 The Contractor agrees that the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner or the Architect, except for failure to make payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which the Contractor might otherwise be entitled, saving only the Contractor's right to money damages to the extent provided in the Contract Documents.

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§ 13.5.7 Unless specifically stated in the Contract Documents to be the responsibility of the Owner or Construction Manager to secure and/or pay for, as applicable, the Contractor shall secure and pay for the required tests indicated in and as required by the Contract Documents, and such amounts are deemed to be included in the Contract Sum.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, ~~at the legal rate prevailing from time to time at the place where the Project is located.~~established in the Illinois Local Governmental Prompt Payment Act.

...

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7 law.~~

...

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ one hundred twenty (120) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- ~~1~~ 1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- ~~2~~ 2. An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- ~~3~~ 3. Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on ~~a~~ an undisputed Certificate for Payment within the time stated in the Contract Documents; or
- ~~4~~ The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1. Documents.

§ 14.1.2 ~~The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less. If one of the above reasons exists, the Contractor may, upon fourteen (14) days' written notice to the Owner, Construction Manager, and Architect, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from the Owner payment of Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract). The Owner shall have the right to cure any defect or default prior to the date stated in any written notice herein, in which event Contractor shall continue with the Work. If Contractor terminates such Work, and receives payment in connection with his equipment, tools or materials, such equipment, materials or tools shall be left and shall remain on the Site if the Owner so elects.~~

§ 14.1.3 ~~If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages as provided in Section 14.1.2. Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Sections 14.1.1 and 14.1.2.~~

§ 14.1.4 ~~If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- ~~.1 — repeatedly refuses or fails to supply enough properly skilled workers or proper materials;~~
- ~~.2 — fails to make~~If the Contractor shall institute proceedings or consent to proceeding requesting relief or arrangement under the Federal Bankruptcy Act or any applicable Federal or State Law, or if a petition under any federal or state insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee, or assignee is appointed on account of his bankruptcy or insolvency; or if a received of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough property skilled workmen or proper materials for the Work; or if the Contractor submits an application for payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if the Contractor fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- ~~.3 — repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~
- ~~.4 — otherwise is guilty of substantial breach of a provision of the Contract Documents or otherwise breaches obligations under any subcontract with a Subcontractor; or if a mechanic's or materialman's lien, or a claim of lien against public funds, or a notice of lien is filed against any part of the Project or the Owner and is not promptly bonded or insured over by the Contractor in a manner reasonably satisfactory to the Owner; or if the Contractor disregards any laws, statutes, ordinances rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the Project premises; or if the Contractor otherwise violates any material provision of the Contract Documents, then, without prejudice to any right or remedy available Owner may, after giving the Contractor seven (7) days' written notice, terminate the employment of the Contractor, and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of Subcontracts and may complete the Work by whatever reasonable method the Owner may deem expedient. If requested by the Owner, the Contractor shall remove any part or all of his equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in the event of the Contractor's failure to so, the Owner shall have the right to remove or store, or remove and store, such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination until final completion of the Work.~~

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- ~~.1 — Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~
- ~~.2 — Accept assignment of subcontracts pursuant to Section 5.4; and~~
- ~~.3 — Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.~~the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract. The Owner's right to terminate the Contract pursuant to Section 14.2 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract pursuant to Section 2.3.

§ 14.2.5 If, after the Contractor has been terminated for cause, it is determined that none of the causes for such termination exist, then such termination shall be considered a termination for convenience. In such event, Contractor shall be paid for Work properly performed to the date of termination and for materials and equipment ordered prior to such date for subsequent incorporation in the Work in accordance with the Contract Documents. No other amounts shall be due Contractor, including without limitation amounts claimed for lost profits, disengagement or damages.

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§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. If suspension, delay, or interruption by the Owner constitutes in the aggregate more than twenty percent (20%) of the total number of days scheduled for completion, an adjustment shall be made for increases in the cost of the performance of this Contract, excluding profit, caused by such suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 — that 1. That the performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or cause, including without limitation the fault or negligence of the Contractor; or
- .2 — that 2. That an equitable adjustment is made or denied under another provision of this Contract.

§ 14.3.3 Any adjustment made to the Contract Sum pursuant to Section 14.3.2 shall be subject to the provisions of Section 7.3.7.

...

§ 14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner shall be given by a written notice of termination delivered to the Contractor either by certified mail, return receipt requested or hand delivered, specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately, in accordance with instructions from the Owner and Architect, proceed with performance of the following duties regardless of delay in determining or adjusting any amount due under this Section 14.4:

- .1 —
 1. cease operations as directed by the Owner in the notice;
 - .2 — 2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - .3 — 3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
 4. terminate all subcontracts and orders to the extent that they relate to the Work terminated; and
 5. proceed to complete the performance of Work not terminated.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed, sum payable to the Contractor for the work shall be prorated based upon the amount of properly performed Work completed. Owner shall receive proper credit for sums already paid. Upon any such termination all obligations of Owner (other than payment of sums due Contractor for services properly performed but not previously paid prior to the date of termination) shall cease as of the effective date of termination.

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§ 15.1.1 Definition. A Claim is a written demand or assertion by one of the parties-Contractor seeking, as a matter of right, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. ~~The responsibility to substantiate Claims shall rest with the party making the Claim-Contractor.~~

§ 15.1.2 Notice of Claims. Claims by ~~either the Owner or Contractor~~ must be initiated by written notice to the ~~other~~ Owner party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by ~~either party the Contractor~~ must be initiated within ~~21 twenty-one (21)~~ days after occurrence of the event giving rise to such Claim or within ~~21 twenty-one (21)~~ days after the ~~claimant Contractor~~ first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the ~~Contract~~ and the Owner shall continue to make payments in accordance with the ~~Contract Documents. Contract.~~ The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Owner or Initial Decision Maker.

...

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner, Architect and Construction Manager. No such claim shall be valid unless so made. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or Construction Change Directive, as the case may be. This Paragraph 15.1 is not intended to and shall not create any additional grounds upon which the Contractor may be entitled to an increase in the Contract Sum beyond those grounds provided elsewhere in this Contract. In no event shall the Contractor make a claim for additional costs resulting from any delays in the progress of the Work or for reasons set forth in Section 1.24 of these General Conditions.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. In the event of a dispute, requests for extensions of construction time due to adverse weather conditions shall include U.S. Weather Bureau Climatological Reports for the months involved plus a report indicating the average precipitation, temperature, etc., for the past ten (10) years from the reporting station nearest the Project. The 10-year average will be the basis for determining the number of adverse weather days and the effect resulting therefrom on construction which the Contractor would normally expect to encounter. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if the Owner determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 Claims for Consequential Damages. ~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

- ~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~2~~ — damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. **Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 15.2.

§ 15.1.7 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Sections 15.1.4 or 15.1.5.

§ 15.1.8 The Contractor agrees to waive any right which it may have to punitive damages from the Owner and agrees not to make any claim or demand for punitive damages against the Owner.

§ 15.1.9 The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes, but is not limited to damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit arising from the Work.

This mutual-waiver is applicable, without limitation, to all consequential damages due to either party's Owner's termination in accordance with Article 14. ~~Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

In any suit or action arising under this Contract the Owner shall be entitled to an award of reasonable attorney's fees and costs of litigation.

§ 15.2 Initial Decision **RESOLUTION OF CLAIMS AND DISPUTES**

§ 15.2.1 Claims, ~~excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10,~~ shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner including those alleging an error or omission by the Construction Manager or Architect, may be, upon request by Owner and Contractor, referred initially to the Architect for action as provided in this Section 15.2.

§ 15.2.2 ~~The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions:~~ Architect (if the matter is referred to Architect for initial decision) will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to

resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

~~§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense. If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.~~

~~§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. A Claim has not been resolved, the party making the Claim shall, within ten days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.~~

~~§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be considered advisory only and not binding on the parties. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. Notwithstanding anything herein to the contrary, Any suit or action arising under this Contract shall be commenced in Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. No suit or action shall be maintained by Contractor, its successors or assigns, against Owner on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.~~

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 Consolidation or Joinder

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

ARTICLE 16 COMPLIANCE WITH LAWS

§ 16.1 Contractor shall abide by and comply with all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers,

mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

§ 16.2 As a condition of the award of the Contract to contractor, Contractor shall certify, affirm and agree as follows, which certifications, affirmations and agreements shall be incorporated in and hereunder as a part of the Contract:

.1 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and the Owner's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following website: <http://www.idl.state.il.us/prevailing-wage-rates>. The Contractor agrees to indemnify and hold harmless the Owner for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than five (5) years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the 10th day of each calendar month, in person, by mail, or electronically a certified payroll to the Owner with each monthly pay request in the form attached to the Contract Documents. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5 (2004, as amended by P.A. 94-515). The Owner may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (1) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Owner, and its officers and agents.

2. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

3. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

4. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

5. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; and (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor.

6. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

7. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

8. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A. misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

9. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

10. The Contractor shall cause all Subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (the "Act") by:

a. Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;

b. Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

i. A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

ii. A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;

iii. A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the ninety (90) days preceding the date on which the employee commenced work hereunder; and

iv. A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.

c. Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

d. Complying with all other requirements of the Act.

11. The Contractor hereby acknowledges that pursuant to 5 ILCS 140/7(2) any record of the Contractor that relates directly to a governmental function being performed by the Contractor pursuant to this Agreement is considered a public record of the Owner for purposes of the Freedom of Information Act (FOIA), and upon request of the Owner's FOIA Officer, Contractor shall within two (2) business days turn over to the FOIA Officer any record requested that is in possession of the Contractor.

§ 16.3 Contractor and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract and shall make all such materials available at the office of the Owner at any reasonable time during the term of this contract and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Contractor or termination of this Contract for audit, inspection and copying upon Owner's request.

§ 16.4 The Contractor shall be required to remain for the entirety of the Contract in compliance with the foregoing legal requirements. A violation is grounds for the immediate termination of the Contractor for cause. However, any forbearance in delay by the Owner in terminating Contractor or canceling the Contract shall not constitute a waiver of any right the Owner may have, including without limitation termination of Contractor, cancellation of the Contract and recovery of damages.

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~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor~~ under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicole L. Karas, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:45:21 on 12/05/2017 under Order No. 2136325583 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)