

Oak Brook Park District

Tennis Center Exterior Window Replacement Bid Packet



Alin Pop, Superintendent of Enterprise Operations
630-645-9510
apop@obparks.org

Bob Johnson, Deputy Director 630-645-9540
bjohnson@obparks.org

Laure Kosey, Executive Director 630-645-9535
lkosey@obparks.org

Charli Johnsos, Project Manager
Kluber, Inc.
cjohnsos@kluberinc.com

INDEX
TENNIS CENTER EXTERIOR WINDOW REPLACEMENT PROJECT

INSTRUCTIONS TO BIDDERS	4
CONDITIONS OF THE CONTRACT	12
General Conditions	
Supplementary Conditions	
Special Conditions	
BID FORM	19
List of Subcontractors	
Bidder's Reference List	
CONTRACTOR'S CERTIFICATIONS	23
PREVAILING WAGE NOTICE	27
OWNER AND CONTRACTOR AGREEMENT FOR Tennis Center Windows Replacement Project	28
TECHNICAL SPECIFICATIONS	106

**INVITATION TO BID
OAK BROOK PARK DISTRICT
TENNIS CENTER Exterior WINDOW REPLACEMENT PROJECT**

The Oak Brook Park District (the “District”) is accepting bids for the Tennis Center Exterior Window Replacement Project.

Specifications and Contract Documents may be obtained beginning June 12, 2024, at the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District’s website: http://www.obparks.org/general_information/bid.asp.

A mandatory pre-bid meeting will be held for this Project at the Oak Brook Park District Tennis Center, 1300 Forest Gate Road, Oak Brook, IL 60523 on June 20, 2024 at 11:00 a.m.

Each bid must be placed in a sealed opaque envelope with the Bidder’s name, the date and time of the bid deadline and marked "**Sealed Bid**: – Oak Brook Park District Tennis Center Exterior Window Replacement Project” and addressed to the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523, **Attention: Executive Director. Bids will be received until 11:00 a.m. on June 27, 2024** at which time the bid proposals will be publicly opened and read aloud at the District’s Administrative Office, located at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523.

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.

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.

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 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 (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

All bid proposals 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 as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

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 for supplies, equipment and services.

Laure Kosey, Executive Director
Oak Brook Park District

**INSTRUCTIONS TO BIDDERS
OAK BROOK PARK DISTRICT
TENNIS CENTER EXTERIOR WINDOW REPLACEMENT PROJECT**

INSTRUCTIONS TO BIDDERS

The Oak Brook Park District and Owner are one and the same. "Architect" or "Engineer" shall mean Kluber, Inc. which shall, through its designated representative, Charli Johnsos, cjohnsos@kluberinc.com, respond to questions and provide interpretations of the Specifications for this Project.

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 their legal representatives or authorized agents.

A. BID DOCUMENTS

1. Bid Documents for this Project will be available for examination and can be obtained from the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523 (the "District"), Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District's website: http://www.obparks.org/general_information/bid.asp.
2. **A mandatory pre-bid meeting will be held for this Project at the Oak Brook Park District's Tennis Center, 1300 Forest Gate Road, Oak Brook, IL 60523 on June 20, 2024 at 11:00 a.m. All potential Bidders for this Project must attend the pre-bid meeting.**

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 may 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: Tennis Center Exterior Window Replacement Project
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 June 27, 2024 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 their 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. On a separate sheet, list all projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

2. On the Bidder's Reference List form provided herein, list at least three (3) 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.

3. 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 their liabilities and obligations; any subcontractor for this project will be recognized only in the capacity of an employee of the Contractor.

4. 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.

Other required submittals include: Bid Form; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents may be the basis for immediate rejection of that Bidder's bid.**

The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

D. MODIFICATION OF BIDS

Any Bidder may modify their 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 itself with conditions, as they exist, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary so that it 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 Architect 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 its bid. By submitting a bid, the Bidder agrees, represents and warrants that the Bidder has undertaken such investigation as the Bidder 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 three (3) lowest responsible Bidders will be returned after acceptance by the Park District from the successful Bidder, 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 110% 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 sixty (60) 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 the Bidder of the Contract for signature. In case the Bidder shall fail or neglect to do so, the Bidder 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, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the

Bid Documents. The Bid Documents, together with the Standard Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A104-2017, 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 Park District. Address all communications to Architect. 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 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 it 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 Architect or 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 Architect 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 Architect may request additional information or documentation necessary for evaluation of the request for substitution. The Architect will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. The Architect'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 Architect will be considered non-responsive and rejected. The Architect and the Park District reserve the right to determine whether a substituted selection, in their 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
TENNIS CENTER EXTERIOR WINDOW REPLACEMENT PROJECT**

GENERAL CONDITIONS

The General Conditions are the General Provisions of the Standard Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A104-2017, 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:

1. COMMENCEMENT AND COMPLETION DATE

The Work for the Contract shall commence on, or after August 1, 2024, or on such earlier date as may be agreed upon by the parties. Contractor shall achieve Substantial Completion on or before October 31, 2024. Final Completion is required on or before November 15, 2024, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

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 successful Bidder shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death to the extent caused by any negligent act or omission of the successful Bidder any subcontractor, anyone directly or indirectly employed by them or anyone for whose act of them may be liable.

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. The coverage afforded the additional insureds shall apply as primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the successful Bidder. If the additional insureds have other self-insurance or insurance which is applicable to the loss, such other self-insurance or insurance shall be on an excess or contingent basis. Any self-insurance maintained by the District or insurance maintained by Architect shall be deemed excess of such Bidder's insurance and shall not contribute with it. The amount of the successful Bidder's liability under this insurance policy shall not be reduced by the existence of such other insurance.

b. Continuing Completed Operations Liability Insurance

The successful Bidder 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 04 13, 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 \$1,000,000 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 permitted by law, the successful Bidder shall waive any right of contribution and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents and Architect and its employees and consultants from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the successful Bidder's work, 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 there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the successful Bidder, 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 Paragraph. The successful Bidder 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 the successful Bidder's breach of any of its obligations under, or the successful Bidder's default of, any provision of the Contract.

In any and all claims against the Owner or Architect, their employees or consultants, by any of successful Bidder's employee, any subcontractor, or 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 successful Bidder 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 the successful Bidder, 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.

Nothing contained herein shall be construed as prohibiting the District, 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 District's participation in its defense shall not remove the successful Bidder's duty to indemnify, defend and hold the District 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 District shall survive the termination or expiration of the Contract.

7. WARRANTY

- A. 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 twenty-four months from Substantial 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.

SPECIAL CONDITIONS

- 1. The Tennis Center will be open to the public for the duration of the Project and will require cooperation in scheduling. As such, Contractor shall maintain the Project site in a manner that ensures safe operations. 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. The site will be available 7 am-9pm Monday-Friday. Contractor may request additional access outside of these hours to assist with Project's schedule. Owner approval will be required for reasonable accommodation requests.
3. Upon request of the Contractor, a scissor lift may be made available for its use. Prior to such use, Contractor must first provide proof of lift safety training and execute an additional liability waiver as may be required by the Owner.

**BID FORM
OAK BROOK PARK DISTRICT
TENNIS CENTER EXTERIOR WINDOW REPLACEMENT PROJECT**

(Please complete in ink, and print or type)

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

FROM: _____
NAME OF BIDDER

STREET ADDRESS

CITY STATE ZIP

PHONE

FOR: Tennis Center Exterior Window Replacement Project

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That Bidder has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that the Bidder has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that the Bidder has compared the site with the Drawings and Specifications and has satisfied itself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That the Bidder has checked carefully the bid figures and understands that it shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Oak Brook Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Bid Documents.

- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- I. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform the Work for the following lump sum price:

Base Bid	Amount
	\$

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. _____ Date: _____
 Addendum No. _____ Date: _____

The Work for the Contract shall commence on, or after, August 1, 2024. Substantial Completion of the Project is expected on or before October 31, 2024. Final Completion of the Project shall be on or before November 15, 2024, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS _____ DAY OF _____, 2024.

_____ (a) Individual ()
 Full Name of Bidder (Print) (b) Partnership ()
 (c) Corporation ()

Name and Title of Authorized Agent
 if Corporation or Partnership (Print): _____

 Full Name and Title of Bidder (Signature)

 Street Address

 City/State/Zip

 Phone

 Email

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 the Tennis Center Exterior Window Replacement Project in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

1.

Name of Park District, School District, or Municipality

Contact Person

Phone Number	E-Mail
--------------	--------

Description of Work performed	Project Value
-------------------------------	---------------

2.

Name of Park District, School District, or Municipality

Contact Person

Phone Number	E-Mail
--------------	--------

Description of Work performed	Project Value
-------------------------------	---------------

3.

Name of Park District, School District, Municipality

Contact Person

Phone Number	E-Mail
--------------	--------

Description of Work performed	Project Value
-------------------------------	---------------

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor 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.
- C. 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. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. 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. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. If applicable, Contractor 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 Contractor 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 Contractor and approved by the Owner.

- E. 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.
- F. 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.
- G. 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.
- H. (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; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor 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 Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. 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.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall

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 Contractor or any Subcontractor 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 Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** 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. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** 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 Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at <http://labor.illinois.gov/>. 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



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

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

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

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

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

Oak Brook Park District Tennis Center Exterior Window Replacement
1300 Forest Gate Road
Oak Brook, IL 60523

This Project includes removing existing fixed exterior hollow metal-framed, single-glazed windows and providing aluminum-framed storefront exterior windows having a combination of fixed and vented units at the Oak Brook Park’s District Tennis Center, and all other incidental and collateral work necessary to complete the Project in accordance with the Contract Documents.

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

Kluber, Inc.
41 W. Benton
Aurora, IL 60506

The Owner and Contractor agree as follows.

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

Init.

/

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:26:27 ET on 06/10/2024 under Order No.4104243507 which expires on 06/25/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1635208773)

- The date of this Agreement.
 - A date set forth in a notice to proceed issued by the Owner.
 - Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- August 1, 2024

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

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

§ 2.3 Substantial Completion

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

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: October 31, 2024

§ 2.4 Final Completion

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

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: November 15, 2024

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

Portion of Work	Substantial Completion Date
NA	

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

ARTICLE 3 CONTRACT SUM

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

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

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

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

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

NA

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

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

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
NA	

§ 3.2.4 Adjustments to the Contract Sum: Adjustments to the Contract Sum for changes in the Work other than changes in the Work involving items for which unit prices were requested by Owner and provided in Contractor's Submitted Bid Proposal, shall be made as follows:

(Paragraphs deleted)

1. In the manner agreed to by the Parties, or in the absence of agreement then the combined allowance for overhead and profit in connection with changes to the Work shall be the lesser of the amount, if any, included in the Contractor's bid proposal, or the following:

(Paragraphs deleted)

- a. Five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving Subcontractors, or

(Paragraphs deleted)

- b. Five percent (5%) of the cost of the change in the Work involved performed by Subcontractors, plus two percent (2%) of the cost of the change in the Work for the Contractor's supervision of the work performed by the Subcontractors.

(Paragraphs deleted)

When both additions and credits covering related Work 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.

§ 3.2.5 Overtime, if and when specifically authorized in advance in writing by the Owner shall be paid by the Owner on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient work force so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents or otherwise due to the fault of the Contractor. In such instances if the

Init.

Owner requires the Contractor to perform Work on an overtime basis, all costs for and associates with such overtime shall be borne by the Contractor.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

NA

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment properly completed and accompanied by all supporting documentation and other submittals required by the Contract Documents, submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, and agreed to by the Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment, which is in proper form and accompanied by the required supporting documents and submittals, in form and substance required by the Contract Documents, is received by the Architect, certified by Architect and not subsequently nullified by Architect, the Owner shall make payment of the certified amount to the Contractor in accordance with the Illinois Local Government Prompt Payment Act , 50 ILCS 505/1 *et seq.*

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

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

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

10%

Upon 50% completion of the Contract, Owner will reduce the retainage to 5%. For each progress payment made after 50% completion of the Contract, the Owner may withhold retainage from the payment otherwise due as follows: 5% of any subsequent payment made under the Contract.

Contractor and all subcontractors shall comply with the retainage limits as set forth in the Public Construction Bond Act, 30 ILCS 550/1 *et seq.*

§ 4.1.5 Payments due and unpaid under the Contract, and any penalties associated with the same, shall be paid in accordance with the provisions of, the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

(Paragraph deleted)

§ 4.2 Final Payment

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

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

§ 4.2.2 Subject to § 4.2.1, the Owner's final payment to the Contractor shall be made in compliance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq* after the Architect has issued the final Certificate for Payment and Owner has approved the same.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

Unless Owner requires non-binding mediation, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

§ 6.1.2 Intentionally Omitted.
(Paragraph deleted)

§ 6.1.3 The Supplementary and other Conditions of the Contract are those included in the Project Manual dated June 12, 2024.

(Table deleted)

§ 6.1.4 The
(Paragraphs deleted)

Specifications are those included in the Project Manual dated June 12, 2024.

(Table deleted)

§ 6.1.5 The Drawings are those included in the Project Manual dated June 12, 2024.

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

(Table deleted)

§ 6.1.6 The Addenda, if any:

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

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

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

- .1 Other Exhibits:
(Check all boxes that apply.)

(Paragraph deleted)

- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- The Sustainability Plan:

Init.

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

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Project Manual		6/12/2024	

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

- a. Project Manual for Tennis Center Exterior Window Replacement Project, dated June 12, 2024, incorporated herein by reference.
- b. Contractor’s Proposal, dated , attached to and incorporated in this Agreement as **Exhibit A**.
- c. Contractor’s Compliance and Certification, a copy of which is attached to and incorporated in this Agreement as **Exhibit B**.
- d. Performance Bond, Labor Material Payment Bond and Maintenance Bond, copies of which are attached to and incorporated as part of this Agreement by reference.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

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

§ 7.2 The Contract

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

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

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

§ 7.5.1 The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

Init.

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

§ 7.5.3 The Owner is the owner of the Contract Documents. The Contractor may retain one record set for use with this Project only. All copies of the Contract Documents except the Contractor's record set, shall be returned or suitably accounted for to the Owner on request upon completion of the Work.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. If applicable, the parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, if completed, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

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

§ 7.9 Notice

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

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed and is delivered in person, by certified or registered mail, return receipt requested, by overnight courier providing proof of delivery, or by email transmission with the sending party retaining confirmation of receipt.

For purposes of both 7.9.1 and 7.9.2, notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices sent by overnight courier shall be deemed delivered the next business day following deposit with the carrier, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

(Paragraphs deleted)

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Intentionally omitted.

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

Init.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:26:27 ET on 06/10/2024 under Order No.4104243507 which expires on 06/25/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aicontracts.com.

User Notes:

(1635208773)

§ 8.1.3 Subject to the Contractor's duties and obligations under the Contract Document and § 9.1.1 of this Agreement, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, material or equipment so as to be able to complete the Work within the Contract Time, or fails to pay subcontractors or material suppliers timely or to remove and discharge within ten days any lien filed upon the Owner's property or funds by anyone claiming by, through or under the Contractor, or disregards the instructions of the Architect or Owner when based on the requirements of the Contract Documents, or otherwise fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a duty under or comply with a provision of 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 8.2 thereof, the Owner may, without prejudice to any other remedies the Owner may have, correct such deficiencies, default or neglect and may deduct the actual cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor. Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 By its execution of the Contract, the Contractor acknowledges, agrees, represents, and warrants that: (a) the Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, 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 and surrounding areas, examined all physical, legal and other conditions affecting the Work and correlated its personal observations with the requirements of the Contract Documents, and understands, is familiar with, and satisfied itself as to the same, including, without limitation: (i) the nature, location, and character of the Project and the site, including, without limitation surface conditions of the site and subsurface conditions observable or ascertainable upon the exercise of reasonable diligence including all structures and obstructions thereon and thereunder, both natural and manmade and all surface and subsurface water conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its generally prevailing climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; (iii) the availability, quality, quantity and cost of all

labor, materials, supplies, tools, equipment and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents.

By its execution of the Contract, the Contractor acknowledges, agrees, represents and warrants that it has carefully examined the Drawings, Specifications and other Contract Documents and having visited the Project site it has no actual knowledge of any discrepancies, omissions, ambiguities, or conflicts in or between the Contract Documents except those, if any, which have been clarified by Architect by Addenda to the Contractor's satisfaction, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will immediately notify Owner and Architect of such fact, and will not proceed until it shall have received the written interpretation of Owner or Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the Owner's and Architect's attention prior to submission by the Contractor of its bid proposal, 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 Architect's decision.

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

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work when being performed, using the Contractor's best skill and attention under the supervision of an approved site superintendent or foreman capable of communicating clearly with the Architect and the Owner in English. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§9.2.3 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.

§ 9.3 Labor and Materials

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

Init.

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

§ 9.3.3 The Contractor may make a substitution equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§9.3.4 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its reasonable best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. The Contractor shall comply with all requirements of OSHA and shall indemnify and hold harmless the Owner against and from any claims, losses, damages or expenses it may incur as a result of the failure of the Contractor or any of its Subcontractors to comply with OSHA requirements.

§9.3.5 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, Owner's representative or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members of 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 Owner's representative 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.

§ 9.3.6 The Contractor shall carefully inspect all materials delivered on and to the Project site and reject defective materials without waiting for the Architect or Owner to observe the materials. Contractor shall be responsible for and liable for any materials purchased for the Project and not yet paid for by Owner.

§9.3.7 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' or suppliers' instructions.

§9.3.8 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project Site and Contractor 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.

§9.3.9 If any person employed by the Contractor on the Work shall appear to the Owner to be incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from faults and defects. 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 of persons other than Contractor or subcontractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner. Inability, failure or refusal of the Subcontractor or supplier responsible for the defective materials, equipment or Work to correct the same shall not excuse the Contractor from performing under the warranty. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials being furnished.

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 this Agreement or elsewhere in the Contract Documents, all warranties shall become effective

on the date of Substantial Completion of the entire Work unless otherwise provided in any Certificate of Partial or 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 twenty-four (24) 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 Owner the opportunity to obtain a waiver or reduction of any fees or costs associated therewith.

Defective materials, equipment or workmanship occurring within the Warranty period may be repaired where such produces results conforming to the Contract Documents relating 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.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Because the Owner is an Illinois unit of local government, the Illinois sales tax is not applicable to materials, equipment and supplies incorporated in the Work or wholly consumed in the performance of the Work. The Owner will provide its sales tax exemption number for use by Contractor in purchasing such materials, equipment and supplies for this Project.

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

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

§ 9.6.2 The Contractor shall comply with and give notices and permit inspections 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. The Contractor shall promptly notify the Architect and Owner if any of the Contract Documents appear to be a variance therewith. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, or had it carried out its obligations under the Contract Documents generally, and Section 9.1.1 of this Agreement in particular, should reasonably have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

§ 9.7.1 The Contractor shall include in the Contract Sum all allowances stated in Section 3.2.3; such allowances are for Project budget purposes only. In the event Owner directs the use of an allowance, or a portion thereof, a Change Order will be issued for the same. The amount of the Change Order shall reflect the Contractor's actual costs. Any portion of the allowance that remains when the Work is completed belongs to the Owner.

§ 9.7.2 Any contingencies included for the Project budget will be an Owner contingency and shall belong solely to the Owner for the purpose of being allocated towards stipulated additional work and for certain unanticipated costs resulting from acceleration in the Work, regulatory changes, concealed conditions, and other unforeseen causes as approved by Owner and itemized in an executed Change Order. Any portion of the Owner's contingency that remains when the Work is completed belongs to the Owner.

§ 9.8 Contractor's Construction Schedules

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

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

§ 9.9 Submittals

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

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

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

§ 9.9.4 Contractor's requests for information shall be made in a form approved by the Architect and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 9.10 Use of Site

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

§ 9.10.1 Parking & Traffic.

.1 Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.

.2 Construction traffic and staging shall be permitted only within construction limits as indicated on plan. Contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on existing asphalt without Owner's prior written consent. The cost to repair any damage to existing asphalt will be back-charged to the Contractor.

§ 9.10.2 **Fencing.** Contractor will be responsible for erecting and maintaining construction fencing around the limits of the Project site at all times of construction in accordance with applicable law and the Contract Documents. Failure to erect or maintain this fencing will result in the correction of the problem by the Owner at the expense of the Contractor, and may include, but are not limited to, the cost of any materials and staff time. This fence must be installed and fully erected before construction operations beginning and tied-up at the end of each working day.

§ 9.10.3 Water Removal. If, during construction, standing water caused by heavy rains or poor drainage becomes a hazard in the proper execution of the Contract, it shall be the responsibility of the Contractor to provide and make payment for removal of said water to existing drainage swales, storm sewers or other natural or man-made drainage ways.

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove, and properly and lawfully dispose of as applicable, waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. The Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract. The Contractor shall strictly comply with all laws and regulations pertaining to same be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

§ 9.12.1 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor waives any rights of contribution against, and shall indemnify and hold harmless the Owner and 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 legal fees (attorney's and paralegals' fees and court costs) and economic or consequential damages arising out of or resulting from the performance of the Contractor's work, 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 there from 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 Paragraph. 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.

In any and all claims against the Owner or Architect, their employees or consultants, 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 be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in 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.

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.

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

§ 9.16 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 and the Architect before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 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 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 21.

ARTICLE 10 ARCHITECT

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

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

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

Init.

/

programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 10.5 Based on the Architect's evaluations of the quality and progress of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Architect shall conduct inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor.

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

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

Review of the Contractor's submittals by the 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. Architect's review shall not constitute approval of safety precautions or 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.

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

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

§ 10.10 The Architect will review and respond in writing to the Contractor's requests for information about the Contract Documents. 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 11 SUBCONTRACTORS

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

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, with its bid proposal, shall notify the Owner and Architect in writing of the name, trade and subcontract amount of each Subcontractor and supplier proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's

written list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 11.4 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract and that the Owner shall have the right to enforce the Subcontractor's obligations thereunder after the occurrence of a default under the Contract by the contractor. Each subcontract agreement shall preserve and protect the rights of the Owner 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 these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar written 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 which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their representatives proposed Sub-subcontractors.

§ 11.5 All subcontract agreements shall conform to the requirements of the Contract Documents and the Contractor hereby irrevocably assigns to the Owner and Owner's permitted assigns all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into the contractor for performance of any part of the Work, which assignment will be effective in the event of the Contractor's failure to perform the Work in accordance with the Contract Documents and upon acceptance by the 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 the Owner may accept said assignment at any time during the course of construction prior to Final Completion. The Contractor shall promptly submit to the Owner a true and complete copy of each subcontract upon execution of same. Each subcontract shall contain a contingent assignment of the subcontract to the Owner, consistent with this Subparagraph. Upon acceptance by the Owner of a subcontract; (1) the Contractor shall promptly furnish to the Owner true and complete copies of the designated subcontract agreements and purchase orders, both as may have been amended by approved change order together with copies of any and all such amendments, and (2) the 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 the Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by the Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to the Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and the 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 the Contractor and may not be withdrawn prior to Final Completion.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 12.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction or to property of the Owner or of the Separate Contractor as provided in Section 16.1.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.1.1 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.

§ 13.1.2 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 Section 3.2.4. 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.

§ 13.1.3 Reserved.

§ 13.1.4 A Change Order is a written instrument prepared by the Architect and signed by the Owner, 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 13.2.2. 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 3.2.4. No Change Order shall be approved or paid unless preceded by a written direction for the Change Order is provided by the Owner. This requirement cannot be waived by conduct, custom, or practice with respect to this Project or other projects. There shall be no implied or constructive change orders.

§ 13.2 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner 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.

§ 13.2.1 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 13.2.2 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 13.2.5.

§ 13.2.3 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the 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.

§ 13.2.4 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.

§ 13.2.5 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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 Section 3.2.4. In such case, and also under Section 13.2.2.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 13.2.5 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 insurance, and permit fees 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.

§ 13.2.6 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 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, non-disputed item may not be included in the Application for Payment.

§ 13.2.6 Reserved.

§ 13.2.7 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.

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

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 9.16.

§ 13.5 Agreement on any Change Order shall constitute a final settlement, and accord and satisfaction between the Owner and Contractor, of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, Contract Time and Construction Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 13.6 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 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. In the event Contractor submits a Claim for an increase in the Contract Sum pursuant to Sections 21.2.1, Contractor shall provide written notice to the Owner before proceeding to execute the Work that is the subject of the Claim. Contractor shall not perform any Work associated with the Claim until approved by written Change Order by the Owner. 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.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion and Final Completion are the dates certified by the Architect and approved by Owner in accordance with Section 15.6.3. The date of Final Completion is defined in Section 22.4. 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 actors prevailing in this locality.

§ 14.5 An extension of the Contract Time shall be the sole remedy of the Contractor for delays in the commencement, prosecution or completion of the Work, except for delays caused solely by acts of Owner that constitute intentional interference with Contractor's performance of the Work. In the event of such a delay, the Contract Time shall be extended for such reasonable time as the Architect may determine and as approved by Contractor and Owner; 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. Owner's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of Owner's exercise of such rights or remedies. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the 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.

§ 14.5.1 Contractor agrees that it shall make no claims against Owner for damages, charges, interest, loss opportunity or productivity costs, additional costs or fees incurred by reason of delays or suspension of work pursuant to Section 14.5. Contractor's sole and exclusive remedy for delays, stoppage, or suspension of the Work pursuant to Section 14.5 is an extension of Contract Time equal to the duration of the delay, stoppage, or suspension to allow the Contractor to complete its Work under this Agreement.

§ 14.5.2 If conditions, events or circumstances occur which may cause a delay in the progress of the Work, Contractor shall promptly notify 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.

§ 14.5.3 Extension of Contract Time resulting from Changes in the Work shall be negotiated into respective Change Orders. Whenever the Contractor seeks an adjustment in the Contract Time as part of a Claim or Change Order, the Contractor shall justify the request with proper written reference to the approved construction schedules. All executed Change Orders shall be deemed to include adjustments in the Contract Time, if any, resulting from the underlying Change in the Work.

§ 14.5.4 In addition to liquidated damages set forth elsewhere in the Contract Documents, if any, the Contractor shall reimburse the Owner for all Architect's fees for additional services necessitated by (1) Contractor's failure to achieve Substantial Completion within the time established in the Contract Documents; (2) for more than one inspection for Substantial Completion; and (3) for more than one inspection for Final Completion

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

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

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

§ 15.2 Reserved.

(Paragraphs deleted)

§ 15.3 Applications for Payment

§ 15.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if

provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. 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.

§ 15.3.2 Reserved.

§ 15.3.3 Unless approved in advance by the Owner in writing, payments shall be made on account of materials and equipment 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.

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

§ 15.3.5 Failure to supply waivers of lien or acceptable evidence of payment of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

§ 15.3.6 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 Partial Waiver, and by the Partial lien Waivers of Subcontractor 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 documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

- (i) All waivers (partial and final) shall include language as applicable indicating either that:
 - a. all material were 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
 - b. 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.

§ 15.4 Certificates for Payment

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

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, but not to Contractor, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of

minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation to the Owner but not to the Contractor that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

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

§ 15.4.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest will be paid on amounts withheld.

§ 15.4.5 If the Architect withholds certification for payment, 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 Architect will reflect such payment on the next Certificate for Payment.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. This provision is not to be construed as a "conditional payment" or "pay when paid" clause. In the event that payment to the Contractor is delayed without fault of the Subcontractor, payment to the Subcontractor shall be made within a reasonable time after work is properly performed by a Subcontractor irrespective of any delay in payment to the Contractor.

§ 15.5.2 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 nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

§ 15.5.5 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 sworn notarized contractor's statement, affidavits and waivers of lien).

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and has been accepted by Owner to receive all required occupancy permits.

"Punch List" mean and shall be limited to uncompleted items of 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.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to cause all items on the Punch list to be completed and corrected without waiting for the Architect and Owner to make an inspection. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's Punch List, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses an item, whether or not included in the Contractor's Punch List, which is not in accordance with the Contract Documents and is necessary for Owner's occupancy or utilization of the Work, the Contractor shall before issuance of a Certificate of Substantial Completion, complete such items upon notification from the Architect and Owner. The cost of this and any additional inspections required to establish Substantial Completion due to the failure of the Contractor to properly complete all items of the Work necessary for the Owner's use or occupancy of the Work shall be charged to the Contractor. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion to the Owner for review and concurrence by the Owner which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate which shall not exceed a period of thirty (30) days. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof with the exception of the items of Work contained in the Punch List accompanying the Certificate of Substantial Completion. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall commence upon Contractor's completion and Owner's approval of the Punch List items.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and the Architect has advised Owner of that finding and Owner has not advised Architect of any objection to such finding, the Architect will promptly issue a final Certificate for Payment to the Owner but not the Contractor stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the

Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Owner's failure to object to, and the Owner's acceptance of, the Architect's findings and/or certifications hereunder shall not constitute Owner's acceptance of Work not complying with the Contract Documents, or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

§ 15.7.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) all outstanding and final waivers of lien and sworn affidavits; (2) 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, (3) 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 thirty (30) days' prior written notice has been given to the Owner, (4) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (5) consent of surety, if any, to final payment (6) documentation of any warranties, such as manufacturers' warranties or specific Subcontractor warranties, operating manuals and all other documents required to be furnished to Owner pursuant to the Contract Documents prior to final payment (7), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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 Owner: (a) may allow the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance and, if a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees; or (b) withhold from payment to the Contractor the amount claimed due by the Subcontractor. The Owner reserves the right but does not assume any obligation to issue payment directly a Subcontractor or to issue dual payee checks to the Contractor and the Subcontractor in the event of a dispute.

§ 15.7.3 The
(Paragraphs deleted)

final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

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

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 12.4, 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be

Init.

liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15. The Owner reserves the right to restore any such property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Owner for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Owner.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the 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 and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume. By Change Order, the Contract Time shall be equitably extended.

§ 16.2.2 The Owner shall not be responsible under this Section 16.2 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the procurement, delivery, unloading, loading, stockpiling, storing, preparing, installing, use and/or handling of such materials or substances (collectively, "handles").

§ 16.2.3 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 16.2.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 and in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor shall procure insurance from insurance companies that have obtained A.M. Best ratings 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. Failure to maintain the required insurance may result in termination of the Contract at Owner's option. 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.

The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

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.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$ 2,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, which shall apply separately to this project, and Two Million Dollars (\$ 2,000,000) each occurrence for products-completed operations hazard for at least three years following Completion of the Work, providing coverage for claims including

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

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 also cover liability arising from premises, operations, independent contractors, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

The Owner, 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. The coverage afforded the additional insureds shall apply as primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other self-insurance or insurance which is applicable to the loss, such other self-insurance or insurance shall be on an excess or contingent basis. Any self-insurance maintained by the Owner or insurance maintained by Architect shall be deemed excess of such Contractor'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.

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.

Contractor shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death to the extent caused by any negligent act or omission of the Contractor any subcontractor, anyone directly or indirectly employed by them or anyone for whose act of them may be liable

For Contractor's Continuing Completed Operations Liability Insurance:

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 4 13, 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.

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

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

§ 17.1.5 Workers' Compensation

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 of \$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 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 Work.

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

§ 17.1.7 Intentionally deleted.

§ 17.1.8 Intentionally deleted.

§ 17.1.9 Intentionally deleted.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) within 10 days' upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1 or upon Owner's written request for the same. The certificates will show the Owner, its elected and appointed officials, employees, volunteers and agents and Architect as additional insureds on the Contractor's Commercial General Liability and excess or umbrella liability policy. 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.

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

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, its elected and appointed officials, employees, volunteers and agents and Architect 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, its elected and appointed officials, employees, volunteers and agents and Architect as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations.

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

§ 17.1.13 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. Upon receipt of notice from the Contractor, the Owner shall have the right to either stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor or terminate the contract, at Owner's

option. In the event Owner does not terminate, the furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

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

Coverage

Limits

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.

§ 17.2 Owner's Insurance

§ 17.2.1

(Paragraphs deleted)

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 Article 15.7 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 17.2.1 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.

§ 17.2.2 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. Coverage for other perils shall not be required 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, or any materials purchased by Contractor or any Subcontractor to be incorporated in the Work and not yet paid for by Owner. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment and to protect such materials.

(Paragraphs deleted)

§ 17.2.3 The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 17.2.4 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.

§ 17.2.5 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.

§ 17.2.6 Partial occupancy or use 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.

§ 17.2.7 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.

§ 17.2.8 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.

§ 17.2.9 Notwithstanding any provision contained in Article 17, 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.

Omitted.

(Table deleted)

§ 17.3 Performance Bond and Payment Bond

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

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

§ 17.3.3 The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, including the payment of prevailing wages in accordance with Article 23 of this Agreement, and the Labor and Material Payment Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for required payments to all persons performing labor and furnishing materials in connection with the Work. Such bonds shall be on AIA Document A-312, or the most current edition, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as primary co-obligee. Such bonds shall be from an Illinois Admitted Bonding Company acceptable to the Owner and having a minimum policy holder rating of "B+" in the latest edition of Best's Insurance Guide in effect as of the date of the Contract. Bonds shall remain in full force and effect for at least one year following the date of Final Completion of the Work or for the entire duration of the longest warranty period provided for the Work, whichever is longer. The cost of the bonds is to be included in the Contract Sum stated by the Contractor in its Bid Proposal.

§17.3.4 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.

§17.3.5 In addition to the required performance and labor and material payment bonds, 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 shall be in a form acceptable to District.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the 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 Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Final Completion the Contractor, a Subcontractor, or anyone for who either of them is responsible, uses or damages any portion of the Work, including but not limited to mechanical, electrical, plumbing or other building system, machinery, equipment or other mechanical device, the Contractor shall cause such item to be replaced or if permitted by the Owner restored to "like new" condition, at no expense to the Owner.

§ 18.1.2 If a portion of the Work is covered contrary to the 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.

§ 18.1.3 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the 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.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within twenty-four months after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. The obligation under this Section 18.2 shall survive acceptance of the Work under the Contract and termination of the Contract. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work.

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

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

§ 18.5 The 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.

§ 18.6 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of the Work that is not in accordance with the requirements of the Contract Documents

§ 18.7 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the period for correction of Work as described in Article 18 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.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

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

Init.

/

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (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 the costs to the Contractor, unless such tests, inspection or approvals were necessitated by the Contractor's failure to perform the Work in accordance with the Contract Documents in which event the Contractor shall bear the costs. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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 the costs to the Contractor, unless such tests, inspection or approvals were necessitated by the Contractor's failure to perform the Work in accordance with the Contract Documents in which event the Contractor shall bear the costs.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Alin Pop
Oak Brook Park District
1300 Forest Gate Road
Oak Brook, IL 60523
T: 630-990-4660
Email: apop@obparks.org

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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

§ 19.7 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.

§ 19.8 No action or failure to act by the Owner, 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.

§ 19.9 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.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days through no fault of the Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, the Contractor may, as its sole remedy, upon seven additional days' notice to the Owner and the Architect, terminate this Agreement unless this reason is cured prior to the expiration of the notice period, and recover from Owner payment of Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) provided said Work was authorized in advance by Owner. The Owner shall have the right to cure any defect or default prior to the date of termination stated in any written notice from Contractor as provided herein, in which event Contractor shall continue with the Work. If the Contractor terminates the Work and receives payment in connection with his equipment, tools or materials such items shall be left and remain on the Site if the Owner so elects. Owner shall not be responsible for damages for loss of anticipated profits on Work not performed.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may immediately terminate the Contract if the Contractor in the event of a breach or default of by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation and/or Contract Documents; (2) make any payments owed in accordance with the Contract Documents; or (3) otherwise perform in accordance with the Contract Documents.

(Paragraph deleted)

Additionally, 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 the 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 receiver 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 properly 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 lien or a notices of lien is filed against any part of the Project or Project funds 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 Contractor, and take possession of the Project and 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 this equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in such event at the Contractor's expense. Upon request of the Contractor, the Owner shall furnish to the Contractor a reasonably detailed accounting of the costs incurred by the Owner in completing the Work.

§ 20.2.2 Intentionally omitted.

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

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

Init.

/

may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.2.5 The Owner's right to terminate the contract pursuant to Section 20.2 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract as provided elsewhere in this Agreement.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

(Paragraphs deleted)

Termination by the Owner under this Section 20.3 shall be by a written notice of termination specifying the extent of termination and the effective date.

§ 20.3.1 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties:

1. cease operation as specified in the notice;
2. place no further orders and enter into no further Subcontracts for materials, labor, services, equipment, or facilities except as necessary to complete continued portions of the Contract;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed to complete the performance of Work not terminated; and
5. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated work.

§ 20.3.2 In the event of termination by Owner for 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.

§20.3.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, and (2) claims which the Owner has against the Contractor under the Contract.

§20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§20.4.1 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.

§20.4.2 If suspension, delay or interruption ordered 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 any Subcontractor; or
- .2 That an equitable adjustment is made or denied under another provision of this Contract.

§20.4.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Definition

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. As used in this Article 21 and its subparts, "Claims" refers only to Claims by the Contractor, and does not include Claims by the Owner.

The Initial Decision Maker shall be the Owner.

Init.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by the Contractor, shall be initiated by notice to the Owner within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in this section 21.2.1 shall be given before proceeding to execute the Work.

If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in this section 21.2.1 shall be given. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner. 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 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 9.1.1 or 14.5 of this Agreement.

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 ten (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.

§ 21.2.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner. In such event, no decision by the Initial Decision Maker is required.

§ 21.2.3 Owner will review Claims for initial decision 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) reject the Claim in whole or in part, stating reasons for rejection, (3) approve the Claim, or (4) suggest a compromise. An initial decision by the Owner shall be condition precedent to litigation of any Claim initiated by Contractor and arising prior to the date final payment is due.

If the Owner 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 the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished, or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 21.2.4 If a Claim has been resolved, the Owner will prepare or obtain appropriate documentation.

§ 21.2.5 If a Claim has not been resolved, the party making the Claim shall, within ten days after the Owner's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Owner, (2) modify the initial Claim or (3) notify the Owner that the initial Claim stands.

§ 21.2.6 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Owner, the Owner will notify the parties in writing that the Owner's decision will be made

Init.

/

within seven days, which decision shall be considered advisory only and not binding on the parties. Upon expiration of such time period, the Owner will render to the parties the Owner'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 Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 21.2.7 Notwithstanding anything herein to the contrary, any suit or action arising under this Contract shall be commenced in Circuit Court of DuPage County, Illinois.

§ 21.3 Time Limits on Claims

Except as otherwise provided herein, the Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law.

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

§ 21.5 Intentionally omitted.

§ 21.6 Intentionally omitted.

(Paragraphs deleted)

§ 21.7- § 21.9 Intentionally omitted.

§ 21.10 Continuing Contract Performance

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

The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, if any, subject to the right of either party to proceed in accordance with this Article 21. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This

(Paragraphs deleted)

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 20.

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.

ARTICLE 22 OTHER CONDITIONS OR PROVISIONS

§ 22.1 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities, and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 22.2 The Contractor shall limit material and equipment storage to the immediate area of Work and such other areas as Owner may designate. The Contractor shall promptly remove and properly dispose off-site all construction material, trash, garbage and other debris.

§ 22.3 The Contractor shall notify Architect and Owner in advance (to the extent practicable, notice shall be made at least 48 hours in advance) of any and all deliveries of major materials to the Project Site and shall give notice of receipt of materials and equipment that Architect or Owner has indicated or customarily would want to inspect prior to commencement of the Work. Prior to resumption of the Work in the event of a temporary suspension lasting longer than 72 hours, and at such other time intervals during the process of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.

§22.4 The following definitions are added to the Contract:

"Final completion" means the date the Contract has been fully performed, all the Work has been completed in accordance with the Contract Documents and the Owner has approved Final Payment to the Contractor.

"Indicated" and **"shown"** mean as described, detailed, discussed, scheduled, referenced, or called for in. or reasonably inferable from the Contract Documents in order to produce a first class Work product.

"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 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 whenever the direction or term "provide" is used.

"Unit Price" is an amount stated in the Contractor's bid proposal or in the Contract Documents as a price per unit of measurement for materials, equipment or services for a portion of the Work as described in the Bidding Documents or the Contract Documents. A Unit Price includes all costs associated with the performance of the portion of the Work for which the Unit Price is provided, including but not limited to labor, materials, equipment, loading, transportation, handling, unloading, overhead and profit.

§22.5 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

- (i) Modifications.
- (ii) Specifications.
- (iii) This Agreement except that the Supplementary Conditions shall take precedence over the General Conditions of the Contract.

ARTICLE 23 • COMPLIANCE WITH LAWS

§ 23.1 The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

§23.2 The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment as follows:

§23.3.1 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"). Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or preference, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the

essential functions of the job, association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential function of the job, or association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract. The Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations).

§23.4 The Contractor is encouraged to utilize qualified minority businesses as subcontractors for supplies, services and construction.

§23.5 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) 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. 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: <http://labor.illinois.gov/>. The Contractor agrees to indemnify and hold harmless the Park District 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 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, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website. 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 Park District 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 post lng 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.

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

OAK BROOK PARK DISTRICT

OWNER *(Signature)*

Sharon Knitter, President, Oak Brook Park District
Board of Park Commissioners

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Additions and Deletions Report for

AIA® Document A104® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:26:27 ET on 06/10/2024.

PAGE 1

AGREEMENT made as of the day of in the year Two Thousand Twenty-Four

...

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

...

Oak Brook Park District Tennis Center Exterior Window Replacement
1300 Forest Gate Road
Oak Brook, IL 60523

This Project includes removing existing fixed exterior hollow metal-framed, single-glazed windows and providing aluminum-framed storefront exterior windows having a combination of fixed and vented units at the Oak Brook Park's District Tennis Center, and all other incidental and collateral work necessary to complete the Project in accordance with the Contract Documents.

...

Kluber, Inc.
41 W. Benton
Aurora, IL 60506

PAGE 2

22 OTHER CONDITIONS OR PROVISIONS

~~EXHIBIT A DETERMINATION OF THE COST OF THE WORK~~

23 COMPLIANCE WITH LAWS

PAGE 3

Established as follows:

...

August 1, 2024

...

[] By the following date: October 31, 2024

§ 2.4 Final Completion

§ 2.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

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

[] By the following date: November 15, 2024

...

NA

...

[] Stipulated Sum, in accordance with Section 3.2 below

PAGE 4

NA

...

NA

...

NA

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

§ 3.2.4 Adjustments to the Contract Sum: Adjustments to the Contract Sum for changes in the Work other than changes in the Work involving items for which unit prices were requested by Owner and provided in Contractor's Submitted Bid Proposal, shall be made as follows:

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

§ 3.3.2 The Contractor's Fee:

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

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

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

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.) 1. In the manner agreed to by the Parties, or in the absence of agreement then the combined allowance for overhead and profit in connection with changes to the Work shall be the lesser of the amount, if any, included in the Contractor's bid proposal, or the following:

~~§ 3.4.3 Guaranteed Maximum Price~~

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

~~Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. a. Five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving Subcontractors, or~~

~~(Insert specific provisions if the Contractor is to participate in any savings.)~~

~~§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.) b. Five percent (5%) of the cost of the change in the Work involved performed by Subcontractors, plus two percent (2%) of the cost of the change in the Work for the Contractor's supervision of the work performed by the Subcontractors.~~

~~§ 3.4.3.3 Unit Prices, if any:~~

~~(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)~~

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

~~§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:~~

~~(Identify each allowance.)~~

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

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

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

~~§ 3.2.5 Overtime, if and when specifically authorized in advance in writing by the Owner shall be paid by the Owner on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient work force so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents or otherwise due to the fault of the Contractor. In such instances if the Owner requires the Contractor to perform Work on an overtime basis, all costs for and associates with such overtime shall be borne by the Contractor.~~

~~§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

~~PAGE 5~~

NA

...

§ 4.1.1 Based upon Applications for Payment properly completed and accompanied by all supporting documentation and other submittals required by the Contract Documents, submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, and agreed to by the Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

...

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Payment, which is in proper form and accompanied by the required supporting documents and submittals, in form and substance required by the Contract Documents, is received by the Architect, certified by Architect and not subsequently nullified by Architect, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

...

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

...

10%

Upon 50% completion of the Contract, Owner will reduce the retainage to 5%. For each progress payment made after 50% completion of the Contract, the Owner may withhold retainage from the payment otherwise due as follows: 5% of any subsequent payment made under the Contract.

Contractor and all subcontractors shall comply with the retainage limits as set forth in the Public Construction Bond Act, 30 ILCS 550/1 et seq.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located; the Contract, and any penalties associated with the same, shall be paid in accordance with the provisions of, the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
(Insert rate of interest agreed upon, if any.)

—%

...

- .1 the Contractor has fully performed the Contract except for the achieved Final Completion of the Work, including Final Completion for Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

PAGE 6

§ 4.2.2 ~~The Subject to § 4.2.1, the Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~ in compliance with the Illinois Local

Government Prompt Payment Act, 50 ILCS 505/1 et seq after the Architect has issued the final Certificate for Payment and Owner has approved the same.

...

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

...

Litigation in a court of competent jurisdiction

...

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

...

~~§ 6.1.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Intentionally Omitted.
(Insert the date of the E203 2013 incorporated into this Agreement.)~~

~~§ 6.1.3 The Supplementary and other Conditions of the Contract:~~
the Contract are those included in the Project Manual dated June 12, 2024.

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

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

Specifications are those included in the Project Manual dated June 12, 2024.

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

~~§ 6.1.5 The Drawings:~~ § 6.1.5 The Drawings are those included in the Project Manual dated June 12, 2024.

...

Number	Title	Date
--------	-------	------

...

Exhibit A, Determination of the Cost of the Work.

PAGE 7

Supplementary and other Conditions of the Contract:

...

...

- a. Project Manual for Tennis Center Exterior Window Replacement Project, dated June 12, 2024, incorporated herein by reference.
- b. Contractor’s Proposal, dated _____, attached to and incorporated in this Agreement as Exhibit A.
- c. Contractor’s Compliance and Certification, a copy of which is attached to and incorporated in this Agreement as Exhibit B.
- d. Performance Bond, Labor Material Payment Bond and Maintenance Bond, copies of which are attached to and incorporated as part of this Agreement by reference.

...

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

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

~~§ 7.5.3 The Owner is the owner of the Contract Documents. The Contractor may retain one record set for use with this Project only. All copies of the Contract Documents except the Contractor’s record set, shall be returned or suitably accounted for to the Owner on request upon completion of the Work.~~

PAGE 8

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will~~ If applicable, the parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, if completed, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

~~§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~ to the designated representative of the party to who the notice is addressed

in person, by mail, by overnight courier, or by electronic transmission, with the sending party retaining confirmation of receipt.

...

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed ~~by certified or registered mail, or by courier providing proof of delivery~~ and is delivered in person, by certified or registered mail, return receipt requested, by overnight courier providing proof of delivery, or by email transmission with the sending party retaining confirmation of receipt.

For purposes of both 7.9.1 and 7.9.2, notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices sent by overnight courier shall be deemed delivered the next business day following deposit with the carrier, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

§ 7.10 Relationship of the Parties

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

...

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

Intentionally omitted.

PAGE 9

§ 8.1.3 ~~The Subject to the Contractor's duties and obligations under the Contract Document and § 9.1.1 of this Agreement, 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.~~

...

~~If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, material or equipment so as to be able to complete the Work within the Contract Time, or fails to pay subcontractors or material suppliers timely or to remove and discharge within ten days any lien filed upon the Owner's property or funds by anyone claiming by, through or under the Contractor, or disregards the instructions of the Architect or Owner when based on the requirements of the Contract Documents, or otherwise fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.~~

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, ~~and fails within a ten-day period after receipt of or fails to perform a duty under or comply with a provision of 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 8.2 thereof, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the deficiencies, default or neglect and may deduct the actual cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.~~ Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

...

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. ~~By its execution of the Contract, the Contractor acknowledges, agrees, represents, and warrants that:~~ (a) the Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, 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 and surrounding areas, examined all physical, legal and other conditions affecting the Work and correlated its personal observations with the requirements of the Contract Documents, and understands, is familiar with, and satisfied itself as to the same, including, without limitation: (i) the nature, location, and character of the Project and the site, including, without limitation surface conditions of the site and subsurface conditions observable or ascertainable upon the exercise of reasonable diligence including all structures and obstructions thereon and thereunder, both natural and manmade and all surface and subsurface water conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its generally prevailing climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; (iii) the availability, quality, quantity and cost of all labor, materials, supplies, tools, equipment and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents.

By its execution of the Contract, the Contractor acknowledges, agrees, represents and warrants that it has carefully examined the Drawings, Specifications and other Contract Documents and having visited the Project site it has no actual knowledge of any discrepancies, omissions, ambiguities, or conflicts in or between the Contract Documents except those, if any, which have been clarified by Architect by Addenda to the Contractor's satisfaction, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will immediately notify Owner and Architect of such fact, and will not proceed until it shall have received the written interpretation of Owner or Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the Owner's and Architect's attention prior to submission by the Contractor of its bid proposal, 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 Architect's decision.

PAGE 10

§ 9.1.3 ~~The~~ Except as otherwise required by the Contract Documents, the Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or

lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

...

§ 9.2.1 The Contractor shall supervise and direct the ~~Work~~, Work when being performed, using the Contractor's best skill and ~~attention~~, attention under the supervision of an approved site superintendent or foreman capable of communicating clearly with the Architect and the Owner in English. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

...

§9.2.3 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.

PAGE 11

§ 9.3.3 The Contractor may make a substitution equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§9.3.4 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its reasonable best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. The Contractor shall comply with all requirements of OSHA and shall indemnify and hold harmless the Owner against and from any claims, losses, damages or expenses it may incur as a result of the failure of the Contractor or any of its Subcontractors to comply with OSHA requirements.

§9.3.5 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, Owner's representative or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members of 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 Owner's representative 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.

§ 9.3.6 The Contractor shall carefully inspect all materials delivered on and to the Project site and reject defective materials without waiting for the Architect or Owner to observe the materials. Contractor shall be responsible for and liable for any materials purchased for the Project and not yet paid for by Owner.

§9.3.7 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' or suppliers' instructions.

§9.3.8 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project Site and Contractor 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.

§9.3.9 If any person employed by the Contractor on the Work shall appear to the Owner to be incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

...

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from ~~defects, except for those inherent in the quality of the Work~~ the Contract Documents require or permit. faults and defects. 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, of persons other than Contractor or subcontractor,~~ improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable ~~to the Owner, and shall commence in accordance with Section 15.6.3 to~~ the Owner. Inability, failure or refusal of the Subcontractor or supplier responsible for the defective materials, equipment or Work to correct the same shall not excuse the Contractor from performing under the warranty. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials being furnished.

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 this Agreement or elsewhere in the Contract Documents, all warranties shall become effective on the date of Substantial Completion of the entire Work unless otherwise provided in any Certificate of Partial or 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 twenty-four (24) 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 Owner the opportunity to obtain a waiver or reduction of any fees or costs associated therewith.

Defective materials, equipment or workmanship occurring within the Warranty period may be repaired where such produces results conforming to the Contract Documents relating 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 replace with new materials, equipment or workmanship complying with the Contract Documents.

PAGE 12

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Because the Owner is an Illinois unit of local government, the Illinois sales tax is not applicable to materials, equipment and supplies incorporated in the Work or wholly consumed in the performance of the Work. The Owner will provide its sales tax exemption number for use by Contractor in purchasing such materials, equipment and supplies for this Project.

...

§ 9.6.2 The Contractor shall comply with and give notices and permit inspections 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. The Contractor shall promptly notify the Architect and Owner if any of the Contract Documents appear to be a variance therewith. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, or had it carried out its obligations under the Contract Documents generally, and Section 9.1.1 of this Agreement in particular, should reasonably have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

...

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. § 9.7.1 The Contractor shall include in the Contract Sum all allowances stated in Section 3.2.3; such allowances are for Project budget purposes only. In the event Owner directs the use of an allowance, or a portion thereof, a Change Order will be issued for the same. The amount of the Change Order shall reflect the Contractor's actual costs. Any portion of the allowance that remains when the Work is completed belongs to the Owner.

§ 9.7.2 Any contingencies included for the Project budget will be an Owner contingency and shall belong solely to the Owner for the purpose of being allocated towards stipulated additional work and for certain unanticipated costs resulting from acceleration in the Work, regulatory changes, concealed conditions, and other unforeseen causes as approved by Owner and itemized in an executed Change Order. Any portion of the Owner's contingency that remains when the Work is completed belongs to the Owner.

PAGE 13

§ 9.9.4 Contractor's requests for information shall be made in a form approved by the Architect and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

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

§ 9.10.1 Parking & Traffic.

.1 Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.

.2 Construction traffic and staging shall be permitted only within construction limits as indicated on plan. Contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on existing asphalt without Owner's prior written consent. The cost to repair any damage to existing asphalt will be back-charged to the Contractor.

§ 9.10.2 Fencing. Contractor will be responsible for erecting and maintaining construction fencing around the limits of the Project site at all times of construction in accordance with applicable law and the Contract Documents. Failure to erect or maintain this fencing will result in the correction of the problem by the Owner at the expense of the Contractor, and may include, but are not limited to, the cost of any materials and staff time. This fence must be installed and fully erected before construction operations beginning and tied-up at the end of each working day.

§ 9.10.3 Water Removal. If, during construction, standing water caused by heavy rains or poor drainage becomes a hazard in the proper execution of the Contract, it shall be the responsibility of the Contractor to provide and make payment for removal of said water to existing drainage swales, storm sewers or other natural or man-made drainage ways.

PAGE 14

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall ~~remove~~ remove, and properly and lawfully dispose of as applicable, waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. The Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project site free from accumulation of spillage of fill or

soils or other materials caused by operations under the Contract. The Contractor shall strictly comply with all laws and regulations pertaining to same be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

§ 9.12.1 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

...

§ 9.15.1 To the fullest extent permitted by law, the Contractor waives any rights of contribution against, and shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, Owner and 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 legal fees (attorney's and paralegals' fees and court costs) and economic or consequential damages arising out of or resulting from the performance of the Work, Contractor's work, 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 there from 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 them, 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 otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1 any party or person described in this Paragraph. 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.

In any and all claims against the Owner or Architect, their employees or consultants, 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.

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.

PAGE 15

§ 9.16 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 and the Architect before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 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 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 21.

...

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

PAGE 16

§ 10.5 Based on the Architect's evaluations of the quality and progress of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Architect shall conduct inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor.

...

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

Review of the Contractor's submittals by the 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. Architect's review shall not constitute approval of safety precautions or 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.

...

§ 10.10 The Architect will review and respond in writing to the Contractor's requests for information about the Contract Documents. 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.

...

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, ~~as soon as practicable after award of the Contract, with its bid proposal,~~ shall notify the Owner and Architect of the Subcontractors or suppliers in writing of

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

PAGE 17

§ 11.4 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract and that the Owner shall have the right to enforce the Subcontractor's obligations thereunder after the occurrence of a default under the Contract by the contractor. Each subcontract agreement shall preserve and protect the rights of the Owner 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 these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar written 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 which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their representatives proposed Sub-subcontractors.

§ 11.5 All subcontract agreements shall conform to the requirements of the Contract Documents and the Contractor hereby irrevocably assigns to the Owner and Owner's permitted assigns all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into the contractor for performance of any part of the Work, which assignment will be effective in the event of the Contractor's failure to perform the Work in accordance with the Contract Documents and upon acceptance by the 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 the Owner may accept said assignment at any time during the course of construction prior to Final Completion. The Contractor shall promptly submit to the Owner a true and complete copy of each subcontract upon execution of same. Each subcontract shall contain a contingent assignment of the subcontract to the Owner, consistent with this Subparagraph. Upon acceptance by the Owner of a subcontract; (1) the Contractor shall promptly furnish to the Owner true and complete copies of the designated subcontract agreements and purchase orders, both as may have been amended by approved change order together with copies of any and all such amendments, and (2) the 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 the Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by the Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to the Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and the 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 the Contractor and may not be withdrawn prior to Final Completion.

PAGE 18

§ 12.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction or to property of the Owner or of the Separate Contractor as provided in Section 16.1.

...

§ 13.1.1 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.

§ 13.1.2 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 Section 3.2.4. 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.

§ 13.1.3 Reserved.

§ 13.1.4 A Change Order is a written instrument prepared by the Architect and signed by the Owner, 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 13.2.2. 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 3.2.4. No Change Order shall be approved or paid unless preceded by a written direction for the Change Order is provided by the Owner. This requirement cannot be waived by conduct, custom, or practice with respect to this Project or other projects. There shall be no implied or constructive change orders.

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

§ 13.2.1 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 13.2.2 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 13.2.5.

§ 13.2.3 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the 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.

§ 13.2.4 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.

§ 13.2.5 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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 Section 3.2.4. In such case, and also under Section 13.2.2.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 13.2.5 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 insurance, and permit fees 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.

§ 13.2.6 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 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, non-disputed item may not be included in the Application for Payment.

§ 13.2.6 Reserved.

§ 13.2.7 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.

PAGE 20

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the ~~Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.~~ Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 9.16.

§ 13.5 Agreement on any Change Order shall constitute a final settlement, and accord and satisfaction between the Owner and Contractor, of all matters relating to the change in the Work which is the subject of the Change Order,

including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, Contract Time and Construction Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 13.6 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 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. In the event Contractor submits a Claim for an increase in the Contract Sum pursuant to Sections 21.2.1, Contractor shall provide written notice to the Owner before proceeding to execute the Work that is the subject of the Claim. Contractor shall not perform any Work associated with the Claim until approved by written Change Order by the Owner. 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.

...

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

...

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3 and Final Completion are the dates certified by the Architect and approved by Owner in accordance with Section 15.6.3. The date of Final Completion is defined in Section 22.4. 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 actors prevailing in this locality.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then An extension of the Contract Time shall be these sole remedy of the Contractor for delays in the commencement, prosecution or completion of the Work, except for delays caused solely by acts of Owner that constitute intentional interference with Contractor's performance of the Work. In the event of such a delay, the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21, determine and as approved by Contractor and Owner; 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. Owner's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of Owner's exercise of such rights or remedies. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the 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.

§ 14.5.1 Contractor agrees that it shall make no claims against Owner for damages, charges, interest, loss opportunity or productivity costs, additional costs or fees incurred by reason of delays or suspension of work pursuant to Section 14.5. Contractor's sole and exclusive remedy for delays, stoppage, or suspension of the Work pursuant to Section 14.5 is an extension of Contract Time equal to the duration of the delay, stoppage, or suspension to allow the Contractor to complete its Work under this Agreement.

§ 14.5.2 If conditions, events or circumstances occur which may cause a delay in the progress of the Work, Contractor shall promptly notify 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.

§ 14.5.3 Extension of Contract Time resulting from Changes in the Work shall be negotiated into respective Change Orders. Whenever the Contractor seeks an adjustment in the Contract Time as part of a Claim or Change Order, the Contractor shall justify the request with proper written reference to the approved construction schedules. All executed Change Orders shall be deemed to include adjustments in the Contract Time, if any, resulting from the underlying Change in the Work.

§ 14.5.4 In addition to liquidated damages set forth elsewhere in the Contract Documents, if any, the Contractor shall reimburse the Owner for all Architect's fees for additional services necessitated by (1) Contractor's failure to achieve Substantial Completion within the time established in the Contract Documents; (2) for more than one inspection for Substantial Completion; and (3) for more than one inspection for Final Completion

PAGE 21

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

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

§ 15.2 Control Estimate Reserved.

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

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

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

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

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

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

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

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

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

PAGE 22

~~§ 15.3.5~~ Failure to supply waivers of lien or acceptable evidence of payment of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

~~§ 15.3.6~~ 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 Partial Waiver, and by the Partial lien Waivers of Subcontractor 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 documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

- (i) All waivers (partial and final) shall include language as applicable indicating either that:
- a. all material were 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
 - b. 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.

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

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

PAGE 23

.7 ~~repeated~~ failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When ~~either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.~~ the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest will be paid on amounts withheld.

§ 15.4.5 If the Architect withholds certification for payment, 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 Architect will reflect such payment on the next Certificate for Payment.

...

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. This provision is not to be construed as a "conditional payment" or "pay when paid" clause. In the event that payment to the Contractor is delayed without fault of the Subcontractor, payment to the Subcontractor shall be made within a reasonable time after work is properly performed by a Subcontractor irrespective of any delay in payment to the Contractor.

§ 15.5.2 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 nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

PAGE 24

§ 15.5.4 ~~Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any~~

tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.5.5 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 sworn notarized contractor's statement, affidavits and waivers of lien).

...

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete-completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use-for its intended use and has been accepted by Owner to receive all required occupancy permits.

"Punch List" mean and shall be limited to uncompleted items of 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.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to cause all items on the Punch list to be completed and corrected without waiting for the Architect and Owner to make an inspection. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's ~~list~~, Punch List, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses an item, whether or not included in the Contractor's Punch List, which is not in accordance with the Contract Documents and is necessary for Owner's occupancy or utilization of the Work, the Contractor shall before issuance of a Certificate of Substantial Completion, complete such items upon notification from the Architect and Owner. The cost of this and any additional inspections required to establish Substantial Completion due to the failure of the Contractor to properly complete all items of the Work necessary for the Owner's use or occupancy of the Work shall be charged to the Contractor. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion to the Owner for review and concurrence by the Owner which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the ~~list accompanying the Certificate~~. Punch List accompanying the Certificate which shall not exceed a period of thirty (30) days. 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 the exception of the items of Work contained in the Punch List accompanying the Certificate of Substantial Completion. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall commence upon Contractor's completion and Owner's approval of the Punch List items.

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

...

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and the Architect has

advised Owner of that finding and Owner has not advised Architect of any objection to such finding, the Architect will promptly issue a final Certificate for Payment to the Owner but not the Contractor stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Owner's failure to object to, and the Owner's acceptance of, the Architect's findings and/or certifications hereunder shall not constitute Owner's acceptance of Work not complying with the Contract Documents, or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

~~§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or~~ Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) all outstanding and final waivers of lien and sworn affidavits; (2) 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, (3) 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 thirty (30) days' prior written notice has been given to the Owner, (4) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (5) consent of surety, if any, to final payment (6) documentation of any warranties, such as manufacturers' warranties or specific Subcontractor warranties, operating manuals and all other documents required to be furnished to Owner pursuant to the Contract Documents prior to final payment (7), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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 Owner: (a) may allow the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien-claim, security interest, or encumbrance and, if a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees; the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees; or (b) withhold from payment to the Contractor the amount claimed due by the Subcontractor. The Owner reserves the right but does not assume any obligation to issue payment directly a Subcontractor or to issue dual payee checks to the Contractor and the Subcontractor in the event of a dispute.

~~§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from~~
~~.1 — liens, claims, security interests or encumbrances arising out of the Contract and unsettled;~~
~~.2 — failure of the Work to comply with the requirements of the Contract Documents;~~
~~.3 — terms of special warranties required by the Contract Documents; or~~
~~.4 — audits performed by the Owner, if permitted by the Contract Documents, final payment by Owner shall not~~ relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

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

PAGE 25

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 12.4, 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15. The Owner reserves the right to restore any such

property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Owner for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Owner.

PAGE 26

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the 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 and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. resume. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up equitably extended.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. The Owner shall not be responsible under this Section 16.2 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the procurement, delivery, unloading, loading, stockpiling, storing, preparing, installing, use and/or handling of such materials or substances (collectively, "handles").

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred. The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 16.2.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

...

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 ~~or elsewhere~~ and in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor shall procure insurance from insurance companies that have obtained A.M. Best ratings 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. Failure to maintain the required insurance may result in termination of the Contract at Owner's option. 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.

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.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, Two Million Dollars (\$ 2,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, which shall apply separately to this project, and Two Million Dollars (\$ 2,000,000) each occurrence for products-completed operations hazard for at least three years following Completion of the Work, providing coverage for claims including
PAGE 27

.5 the Contractor's indemnity obligations under Section 9.15.

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 also cover liability arising from premises, operations, independent contractors, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

The Owner, 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. The coverage afforded the additional insureds shall apply as primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other self-insurance or insurance which is applicable to the loss, such other self-insurance or insurance shall be on an excess or contingent basis. Any self-insurance maintained by the Owner or insurance maintained by Architect shall be deemed excess of such Contractor'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.

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.

Contractor shall purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death to the extent caused by any negligent act or omission of the Contractor any subcontractor, anyone directly or indirectly employed by them or anyone for whose act of them may be liable

For Contractor's Continuing Completed Operations Liability Insurance:

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 4 13, 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.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor-Contractor, hired, and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor

vehicles along with any other statutorily required automobile coverage. Business auto insurance shall be written 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.

PAGE 28

§ 17.1.5 Workers' Compensation at statutory limits.

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 of \$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 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 Work.

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

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

Intentionally deleted.

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

Intentionally deleted.

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

Intentionally deleted.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and ~~(3) upon~~ (3) within 10 days' upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. ~~The certificates will show the Owner as an additional insured~~ Section 17.1.1 or upon Owner's written request for the same. The certificates will show the Owner, its elected and appointed officials, employees, volunteers and agents and Architect as additional insureds on the Contractor's Commercial General Liability and excess or umbrella liability policy. 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.

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

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, ~~the Architect, and the Architect's Consultants as additional insureds~~ its elected and appointed officials, employees, volunteers and agents and Architect 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~~ Owner, its elected and appointed officials, employees, volunteers and agents and Architect as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. ~~To the extent commercially~~

available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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

PAGE 29

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.

...

§ 17.2.1 Owner's Liability Insurance

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

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 Article 15.7 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 17.2.1 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.

§ 17.2.2 ~~Property Insurance~~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. Coverage for other perils shall not be required 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, or any materials purchased by Contractor or any Subcontractor to be incorporated in the Work and not yet paid for by Owner. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment and to protect such materials.

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

Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

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

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

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

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

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

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds

received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 17.2.4 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.

§ 17.2.5 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.

§ 17.2.6 Partial occupancy or use 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.

§ 17.2.7 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.

§ 17.2.8 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.

§ 17.2.9 Notwithstanding any provision contained in Article 17, 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.

Omitted.

Coverage

Limits

PAGE 30

§ 17.3.3 The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, including the payment of prevailing wages in accordance with Article 23 of this Agreement, and the Labor and Material Payment Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for required payments to all persons performing labor and furnishing materials in connection with the Work. Such bonds shall be on AIA Document A-312, or the most current edition, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as primary co-obligee. Such bonds shall be from an Illinois Admitted Bonding Company acceptable to the Owner and having a minimum policy holder rating of "B+" in the latest edition of Best's Insurance Guide in effect as of the date of the Contract. Bonds shall remain in full force and effect for at least one year following the date of Final Completion of the Work or for the entire duration of the longest warranty

period provided for the Work, whichever is longer. The cost of the bonds is to be included in the Contract Sum stated by the Contractor in its Bid Proposal.

§17.3.4 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.

§17.3.5 In addition to the required performance and labor and material payment bonds, 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 shall be in a form acceptable to District.

§ 18.1 The Contractor shall promptly correct Work rejected by the 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 Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work. expense If prior to the date of Final Completion the Contractor, a Subcontractor, or anyone for who either of them is responsible, uses or damages any portion of the Work, including but not limited to mechanical, electrical, plumbing or other building system, machinery, equipment or other mechanical device, the Contractor shall cause such item to be replaced or if permitted by the Owner restored to "like new" condition, at no expense to the Owner.

§ 18.1.2 If a portion of the Work is covered contrary to the 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.

§ 18.1.3 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the 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.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within ~~one year~~ twenty-four months after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ The obligation under this Section 18.2 shall survive acceptance of the Work under the Contract and termination of the Contract. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work.

PAGE 31

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

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

§ 18.6 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of the Work that is not in accordance with the requirements of the Contract Documents

§ 18.7 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the period for correction of Work as described in Article 18 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.

PAGE 32

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

...

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations ~~concluded~~ concluded and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor, unless such tests, inspection or approvals were necessitated by the Contractor's failure to perform the Work in accordance with the Contract Documents in which event the Contractor shall bear the costs. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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 the costs to the Contractor, unless such tests, inspection or approvals were necessitated by the Contractor's failure to perform the Work in accordance with the Contract Documents in which event the Contractor shall bear the costs.

...

Alin Pop
Oak Brook Park District
1300 Forest Gate Road
Oak Brook, IL 60523
T: 630-990-4660
Email: apop@obparks.org

...

§ 19.7 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.

§ 19.8 No action or failure to act by the Owner, 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.

§ 19.9 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.

PAGE 33

If the Architect-Owner fails to certify-make payment as provided in Section 4.1.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, the Contractor may, as its sole remedy, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages this Agreement unless this reason is cured prior to the expiration of the notice period, and recover from Owner payment of Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) provided said Work was authorized in advance by Owner. The Owner shall have the right to cure any defect or default prior to the date of termination stated in any written notice from Contractor as provided herein, in which event Contractor shall continue with the Work. If the Contractor terminates the Work and receives payment in connection with his equipment, tools or materials such items shall be left and remain on the Site if the Owner so elects. Owner shall not be responsible for damages for loss of anticipated profits on Work not performed.

...

§ 20.2.1 The Owner may immediately terminate the Contract if the Contractor in the event of a breach or default of by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation and/or Contract Documents; (2) make any payments owed in accordance with the Contract Documents; or (3) otherwise perform in accordance with the Contract Documents.

- .1 — repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 — fails to make Additionally, 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 the 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 receiver 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 properly 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 lien or a notices of lien is filed against any part of the Project or Project funds 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 Contractor, and take possession of the Project and 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 this equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in such event at the Contractor's expense. Upon request of the Contractor, the Owner shall furnish to the Contractor a reasonably detailed accounting of the costs incurred by the Owner in completing the Work.

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

PAGE 34

§ 20.2.5 The Owner's right to terminate the contract pursuant to Section 20.2 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract as provided elsewhere in this Agreement.

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

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

Termination by the Owner under this Section 20.3 shall be by a written notice of termination specifying the extent of termination and the effective date.

§ 20.3.1 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties:

1. cease operation as specified in the notice;
2. place no further orders and enter into no further Subcontracts for materials, labor, services, equipment, or facilities except as necessary to complete continued portions of the Contract;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed to complete the performance of Work not terminated; and
5. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated work.

§ 20.3.2 In the event of termination by Owner for 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.

§20.3.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, and (2) claims which the Owner has against the Contractor under the Contract.

§20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§20.4.1 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.

§20.4.2 If suspension, delay or interruption ordered 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 any Subcontractor; or
- .2 That an equitable adjustment is made or denied under another provision of this Contract.

§20.4.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

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

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. As used in this Article 21 and its subparts, "Claims" refers only to Claims by the Contractor, and does not include Claims by the Owner.

The Initial Decision Maker shall be the Owner.

PAGE 35

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

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in this section 21.2.1 shall be given before proceeding to execute the Work.

If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in this section 21.2.1 shall be given. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner. 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 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 9.1.1 or 14.5 of this Agreement.

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 ten (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.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party to the Owner. In such event, no decision by the Initial Decision Maker is required.

§ 21.2.3 Owner will review Claims for initial decision 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) reject the Claim in whole or in part, stating reasons for rejection, (3) approve the Claim, or (4) suggest a compromise. An initial decision by the Owner shall be condition precedent to litigation of any Claim initiated by Contractor and arising prior to the date final payment is due.

If the Owner 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 the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished, or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 21.2.4 If a Claim has been resolved, the Owner will prepare or obtain appropriate documentation.

§ 21.2.5 If a Claim has not been resolved, the party making the Claim shall, within ten days after the Owner's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Owner, (2) modify the initial Claim or (3) notify the Owner that the initial Claim stands.

§ 21.2.6 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Owner, the Owner will notify the parties in writing that the Owner'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 Owner will render to the parties the Owner'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 Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 21.2.7 Notwithstanding anything herein to the contrary, any suit or action arising under this Contract shall be commenced in Circuit Court of DuPage County, Illinois.

PAGE 36

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

...

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

~~Intentionally omitted.~~

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

~~Intentionally omitted.~~

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

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

~~§ 21.7- § 21.9~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof. ~~§ 21.9~~ Intentionally omitted.

...

The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, if any, subject to the right of either party to proceed in accordance with this Article 21. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

The Contractor and Owner waive claims against each other ~~waives~~ Claims against the Owner 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~~ 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 except anticipated~~ profit arising ~~directly~~ 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 20. ~~Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

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.

ARTICLE 22 OTHER CONDITIONS OR PROVISIONS

§ 22.1 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities, and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 22.2 The Contractor shall limit material and equipment storage to the immediate area of Work and such other areas as Owner may designate. The Contractor shall promptly remove and properly dispose off-site all construction material, trash, garbage and other debris.

§ 22.3 The Contractor shall notify Architect and Owner in advance (to the extent practicable, notice shall be made at least 48 hours in advance) of any and all deliveries of major materials to the Project Site and shall give notice of receipt of materials and equipment that Architect or Owner has indicated or customarily would want to inspect prior to commencement of the Work. Prior to resumption of the Work in the event of a temporary suspension lasting longer than 72 hours, and at such other time intervals during the process of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.

§22.4 The following definitions are added to the Contract:

"Final completion" means the date the Contract has been fully performed, all the Work has been completed in accordance with the Contract Documents and the Owner has approved Final Payment to the Contractor.

"Indicated" and **"shown"** mean as described, detailed, discussed, scheduled, referenced, or called for in. or reasonably inferable from the Contract Documents in order to produce a first class Work product.

"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 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 whenever the direction or term "provide" is used.

"Unit Price" is an amount stated in the Contractor's bid proposal or in the Contract Documents as a price per unit of measurement for materials, equipment or services for a portion of the Work as described in the Bidding Documents or the Contract Documents. A Unit Price includes all costs associated with the performance of the portion of the Work for which the Unit Price is provided, including but not limited to labor, materials, equipment, loading, transportation, handling, unloading, overhead and profit.

§22.5 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

- (i) Modifications.
- (ii) Specifications.
- (iii) This Agreement except that the Supplementary Conditions shall take precedence over the General Conditions of the Contract.

ARTICLE 23 • COMPLIANCE WITH LAWS

§ 23.1 The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

§23.2 The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment as follows:

§23.3.1 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"). Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or preference, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the essential functions of the job, association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential

function of the job, or association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest.

- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract. The Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§23.4 The Contractor is encouraged to utilize qualified minority businesses as subcontractors for supplies, services and construction.

§23.5 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) 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. 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: <http://labor.illinois.gov/>. The Contractor agrees to indemnify and hold harmless the Park District 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 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, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website. 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 Park District 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.

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

OAK BROOK PARK DISTRICT

PAGE 39

Sharon Knitter, President, Oak Brook Park District
Board of Park Commissioners

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicole 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 12:26:27 ET on 06/10/2024 under Order No. 4104243507 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

(Title)

(Dated)

**PROJECT MANUAL
FOR**

**TENNIS CENTER EXTERIOR WINDOW REPLACEMENT
OAK BROOK, ILLINOIS**

OWNER

OAK BROOK PARK DISTRICT
1450 FOREST GATE ROAD
OAK BROOK, ILLINOIS 60523

ARCHITECT / ENGINEER

KLUBER, INC.
41 WEST BENTON STREET
AURORA, ILLINOIS 60506



**SECTION 00 01 01
PROJECT TITLE PAGE**

PROJECT MANUAL

FOR

TENNIS CENTER EXTERIOR WINDOW REPLACEMENT

1300 FOREST GATE ROAD

OAK BROOK, ILLINOIS 60523

OWNER

OAK BROOK PARK DISTRICT

1450 FOREST GATE ROAD

OAK BROOK, ILLINOIS 60523

ARCHITECT / ENGINEER

KLUBER ARCHITECTS + ENGINEERS

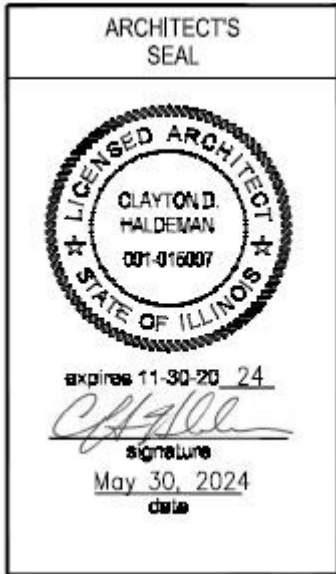
41 W. BENTON STREET

AURORA, ILLINOIS 60506

END OF DOCUMENT

SECTION 00 01 07
SEALS PAGE

1.01 DESIGN PROFESSIONALS' SEALS
A. ARCHITECT



END OF DOCUMENT

**SECTION 00 01 10
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS		PAGES
INTRODUCTORY INFORMATION		
00 01 01	Project Title Page	00 01 01-1-1
00 01 07	Seals Page	00 01 07-1-1
00 01 10	Table of Contents	00 01 10-1-2
00 01 15	Drawing Index	00 01 15-1-1
BIDDING REQUIREMENTS		
00 31 13	Preliminary Schedule	00 31 13-1-1
SPECIFICATIONS		PAGES
DIVISION 01 -- GENERAL REQUIREMENTS		
01 10 00	Summary	01 10 00-1-2
01 30 00	Administrative Requirements (One Page Attachment)	01 30 00-1-10
01 40 00	Quality Requirements	01 40 00-1-2
01 41 00	Regulatory Requirements	01 41 00-1-2
01 42 00	References	01 42 00-1-4
01 50 00	Temporary Facilities and Controls	01 50 00-1-3
01 60 00	Product Requirements (One Page Attachment)	01 60 00-1-4
01 70 00	Execution and Closeout Requirements	01 70 00-1-6
01 77 00	Closeout Procedures	01 77 00-1-2
01 78 00	Closeout Submittals	01 78 00-1-4
DIVISION 02 -- EXISTING CONDITIONS		
02 41 00	Demolition	02 41 00-1-3
DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES		
06 10 00	Rough Carpentry	06 10 00-1-3
DIVISION 07 -- THERMAL AND MOISTURE PROTECTION		
07 21 00	Thermal Insulation	07 21 00-1-4
07 91 00	Preformed Joint Seals	07 91 00-1-3
07 92 00	Joint Sealants	07 92 00-1-6
DIVISION 08 -- OPENINGS		
08 43 13	Aluminum-Framed Storefronts	08 43 13-1-6
08 80 00	Glazing	08 80 00-1-4
DIVISION 09 -- FINISHES		
09 21 16	Gypsum Board Assemblies	09 21 16-1-3

09 91 23 Interior Painting

09 91 23-1-4

END OF SECTION

**SECTION 00 01 15
DRAWING INDEX**

1.01 GENERAL

G100 COVER SHEET, GENERAL NOTES, SYMBOLS & DRAWING INDEX

1.02 ARCHITECTURAL

A300 FLOOR & DEMOLITION PLANS

A700 SECTION DETAILS & WINDOW TYPE ELEVATIONS

A710 PLAN DETAILS

END OF DOCUMENT

**SECTION 00 31 13
PRELIMINARY SCHEDULE**

1.01 GENERAL

A. The following represents the preliminary construction schedule for the Work. This schedule is the current estimate of the Owner to be used for purposes of bidding. All Bidders shall include the costs of all overtime, double-shift, or so-called "premium" time that may be necessary to meet this milestone.

1.02 PRELIMINARY SCHEDULE

A. Award of Contract:	July 15, 2024
B. Commencement of Construction:	August 1, 2024
C. Substantial Completion:	October 31, 2024

END OF DOCUMENT

**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: TENNIS CENTER EXTERIOR WINDOW REPLACEMENT.
- B. Project Name: 1543 - Oak Brook Park District - Tennis Center Window Replacement
- C. Architect/Engineer's Name: Kluber Architects + Engineers.
- D. The Project consists of removing existing fixed exterior hollow metal-framed, single-glazed windows and providing aluminum-framed storefront exterior windows having a combination of fixed and vented units.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 41 00.
- B. Scope of alterations work is indicated on drawings.

1.04 FUTURE WORK

- A. Project is designed to allow future installation of window treatments.

1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas mutually agreed to by Owner and Contractor to reasonably enable performance of the Work..
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:

1. Limit conduct of especially noisy exterior work to the hours prescribed by the Village of Oak Brook.

1.07 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Architect/Engineer-provided CAD files.
- F. Requests for Information (RFI) procedures.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- B. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect/Engineer:
 - 1. Requests for Information (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Applications for payment and change order requests.
 - 5. Progress schedules.
 - 6. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 7. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance required:
 - 1. Owner.
 - 2. Architect/Engineer.

3. Contractor.

C. Agenda:

1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of products, schedule of values, and progress schedule.
5. Designation of personnel representing the parties to Contract and Architect/Engineer.
6. Procedures and processing of field decisions, Submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

A. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

B. Attendance Required:

1. Contractor.
2. Owner.
3. Architect/Engineer.
4. Contractor's superintendent.

C. Agenda:

1. Review minutes of previous meetings.
2. Review of work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of Submittals schedule and status of Submittals.
6. Maintenance of progress schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Maintenance of quality and work standards.
10. Effect of proposed changes on progress schedule and coordination.
11. Other business relating to work.

D. Record minutes and distribute copies within 2 days after meeting to participants, with copies to Architect/Engineer, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

A. Within 7 days after date of the Agreement, submit preliminary schedule.

B. If preliminary schedule requires revision after review, submit revised schedule within 7 days.

C. Submit updated schedule with each Application for Payment.

3.04 ARCHITECT/ENGINEER-PROVIDED CAD FILES

- A. After the execution of the Contract, Architect/Engineer will provide, free of charge, upon receipt of a properly completed and signed request utilizing "Electronic Data Transfer Consent Form" at the end of this Specification Section, CAD files depicting graphic information for the project as follows:
 - 1. Architectural Floor Plans: Column grid, walls, floors, stairs, doors, windows, room numbers, ceiling grid, mechanical diffusers, plumbing fixtures, sprinkler heads (if depicted in Bid Documents) and lights.
- B. Contractor acknowledges and accepts that the Architectural Floor Plans do not contain structural, mechanical, electrical, plumbing, fire protection and other building systems information depicted in the Bidding Documents. Examples of information not contained in these files include, but are not limited to, title blocks, keynotes, schedules, mechanical ductwork and equipment, electrical device symbols, circuit numbers and home runs, plumbing equipment, piping runs and riser diagrams, and architectural/engineering text or details. No other CAD files, data or information will be provided.
- C. Only requests from Prime Contractors will be honored. Subcontractors must obtain the files from their respective Prime Contractors.
- D. In submitting a request, Contractor acknowledges that:
 - 1. Architect/Engineer bears no responsibility for the data or its transmission,
 - 2. Use of the data by the Contractor or his Subcontractors in no way relieves the Contractor of his obligations under the Contract,
 - 3. Contractor is solely liable for any and all claims arising from any and all products generated by the Contractor or its Subcontractors employing the data,
 - 4. Contractor and its Subcontractors have a limited, non-exclusive license to use the data solely in connection with the Work of the Project.
 - 5. Architect/Engineer retains all rights, including copyright, to the data.

3.05 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit an RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Prepare in a format and with content acceptable to Owner.

- a. Use AIA G716 - Request for Information .
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect/Engineer, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect/Engineer's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.

5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect/Engineer will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 3:00 PM will be considered as having been received on the following regular working day.
 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 4. Notify Architect/Engineer within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.06 SUBMITTAL SCHEDULE

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

3.07 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
- B. Submit to Architect/Engineer for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.

- D. After review, provide copies and distribute in accordance with Submittal PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.08 SUBMITTALS FOR INFORMATION

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

3.09 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after Project completion.

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
1. Submit via email in Adobe PDF electronic file format at native sheet size and right-side up. Architect/Engineer will return via email a reviewed copy in Adobe PDF electronic file format. Files not properly sized and rotated will be rejected. Illegible files will be rejected.
- B. Documents for Information: Submit via email in Adobe PDF electronic file format. Submitted documents are for Architect/Engineer's information and reference only and will not be reviewed or returned.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect/Engineer.
1. Submit original, physical samples. With each physical sample, submit Adobe PDF electronic copies of scanned physical original samples. Architect/Engineer will return via email a reviewed scanned copy in Adobe PDF electronic file format.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.11 SUBMITTAL PROCEDURES

- A. General Requirements:
1. Use a single transmittal for related items.

2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
3. Transmit using approved form.
4. Number each submittal. Prefix the submittal number with the Specification Section number to which the submittal pertains. For revised submittals use original number and a sequential alphanumeric suffix. **Items submitted without a Specification Section number, or with an incorrect Specification Section number will delay the review process.**
5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number, article and paragraph, as appropriate on each copy.
6. Correlate submitted items with specified products; clearly indicate the specified product that corresponds to each submitted item. **Submitted items not clearly correlated with specified items will delay the review process.**
7. When options or optional features available for a Product are indicated in a Submittal, and selections for those options/features are indicated in the Contract Documents, identify on the Submittal the selection indicated in the Contract Documents. **Submittals that fail to identify specified options or optional features may be returned marked "Rejected" or "Revise and Resubmit".**
8. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's transmittal will not be acknowledged, reviewed, or returned.
9. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Deliver submittals to Architect/Engineer at business address.
10. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect/Engineer's consultants, Owner, or another affected party, allow an additional 7 days.
11. Clearly identify variations from the Contract Documents. Regardless of the type of variation, Contractor is solely responsible for errors in the field or performance issues that arise from Submittal variations from the requirements of the Contract Documents if those variations were not expressly noted to specifically identify for and describe to the reviewer the nature of the variation from the Contract Documents.
12. Provide space for Contractor's review stamp and a 4 inch x 3 inch clear space for Architect/Engineer's review stamp.
13. Promptly return submittals marked "Rejected" or "Revise and Resubmit" to originating subcontractor supplier, and faithfully ensure the prompt resubmittal of the correct or revised information.
14. When revised for resubmission, identify all changes made since previous submission. Use clouds, highlights or other means acceptable to Architect/Engineer. **Resubmittals that do not clearly identify all changes may be delayed and/or returned to the Contractor unreviewed.**
15. Contractor is entitled to one (1) resubmittal of each Submittal For Review or Submittal For Project Closeout rejected by Architect/Engineer or returned by Architect/Engineer for further action. Thereafter, Contractor shall pay the cost of all further Architect/Engineer reviews of any

Submittal For Review or Submittal for Project Closeout, at a rate of \$200.00/hour. Cost of such further reviews will be deducted from the Contract Sum by Change Order.

16. Promptly distribute and coordinate the requirements of reviewed submittals with affected parties. Instruct parties to promptly report inability to comply with requirements.
17. Where indicated on the Drawings or in respective product specification Sections, submit reviewed submittals to Authority Having Jurisdiction (AHJ).
18. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
19. Submittals not requested will be returned "Not Reviewed".

B. Product Data Procedures:

1. Submit only information required by individual specification sections.
2. Collect required information into a single submittal.
3. Submit concurrently with related shop drawing submittal.
4. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
2. Use of reproductions of the Contract Documents in digital data form to create shop drawings is only permitted as defined above under Architect/Engineer-Provided CAD Files.
3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:

1. Transmit related items together as single package.
2. When relevant, identify each item to allow review for applicability in relation to shop drawings showing installation locations.

E. Submittal reviews may be delayed and/or Submittals may be returned marked "Rejected" or "Revise and Resubmit" for any of the following reasons:

1. Submittals submitted outside the scheduled dates of the Submittal Schedule.
2. Submittals are incomplete or are missing information.
3. Submittals are not submitted in accordance with procedures outlined in this Section, including, but not limited to:
 - a. Specification Section number not indicated on submittal or transmittal.
 - b. Contractor's review stamp missing.
 - c. Submitted items not correlated with specified products.
 - d. Re-submitted items not clearly identifying changes.

3.12 SUBMITTAL REVIEW

- A. Submittals for Review: Architect/Engineer will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect/Engineer will not acknowledge receipt, and take no other action.
- C. Architect/Engineer's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect/Engineer's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "No Exception Taken", or language with same legal meaning.
 - 1) Resubmission is not required or requested.
 - 2) Resubmitted items will not be acknowledged.
 - b. "Make Corrections Noted", or language with same legal meaning.
 - 1) Resubmission is not required or requested.
 - 2) Resubmitted items may be returned marked "Not Requested, Not Reviewed".
 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - 2) Clearly identify all revisions.
 - 3) Non-responsive resubmittals may be rejected.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
 - c. "Submit Specified Item".
 - 1) Submit item complying with requirements of Contract Documents.

END OF SECTION

ELECTRONIC DATA TRANSFER CONSENT FORM

Project Name: TENNIS CENTER EXTERIOR WINDOW REPLACEMENT
1300 FOREST GATE ROAD
OAK BROOK, ILLINOIS 60523

Project No.: 24-310-1543

Owner: OAK BROOK PARK DISTRICT

Your Work: _____

KLUBER, INC. (hereinafter referred to as "Kluber") an Illinois corporation, is providing electronic data to you solely at your request and for your convenience. By accepting and opening any of the electronic data files, you agree that Kluber bears no liability for the data or its transmission to you and that you are solely liable for any and all claims referring or relating to any and all products you, or your Subcontractors, may generate with the data.

You acknowledge that you have a limited non-exclusive license to use the information solely in connection with your work on the project captioned above, and that Kluber retains all rights, including copyright, to the data.

Acknowledged by: _____
(Printed Name) (Signature)

Company: _____

Date: _____ Email: _____

Architectural Floor Plans are transmitted for the contractors' use as backgrounds for shop drawings and as-built drawings, and, as such, contain graphic information for column grid, walls, floors, stairs, doors, windows, room numbers, ceiling grid, lights, diffusers and sprinkler heads where indicated on Bid Documents. Plans do not contain title blocks, keynotes, schedules, mechanical ductwork and equipment, electrical device symbols, circuit numbers and home runs, plumbing equipment, piping runs and riser diagrams, and architectural/engineering text and details. Plans depict entire floors and are not formatted, partial plans as depicted in the Bidding Documents. Files are provided in R2013 .DWG format.)

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Tolerances.
- D. Manufacturers' field services.
- E. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 41 00 - Regulatory Requirements.
- B. Section 01 42 00 - References.
- C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect/Engineer's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect/Engineer, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect/Engineer.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.04 QUALITY ASSURANCE

- A. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.05 REGULATORY REQUIREMENTS - SEE SECTION 01 41 00

1.06 REFERENCES AND STANDARDS - SEE SECTION 01 42 00

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the work, Owner will direct an appropriate remedy or adjust payment.

END OF SECTION

**SECTION 01 41 00
REGULATORY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General.
- B. Definitions.
- C. Quality Assurance.
- D. Regulatory Requirements.

1.02 RELATED SECTIONS

- A. Section 01 10 00 - Summary.
- B. Section 01 42 00 - References.

1.03 GENERAL

- A. Comply with all applicable laws, rules, regulations, codes and ordinances.
- B. If the Contractor observes that the Contract Documents may be at variance with specified codes, notify the Architect/Engineer immediately. Architect/Engineer shall issue all changes in accordance with the General Conditions.
- C. It shall not be the Contractor's primary responsibility to make certain that the Contract Documents are in accordance with all applicable laws, rules and regulations, however, when the Contractor performs work knowing or having reason to know that the work in question is contrary to applicable laws, rules, and regulations, and fails to notify the Architect/Engineer, the Contractor shall pay all costs arising therefrom.

1.04 DEFINITIONS

- A. Definitions:
 - 1. Codes: Codes are statutory requirements, rules or regulations of governmental entities.
 - 2. Standards: Standards are requirements that have been established as accepted criteria, set general consent.

1.05 QUALITY ASSURANCE

- A. The Architect/Engineer has designed the project to applicable code requirements and has copies of said codes available for the Contractor's inspection.
- B. The Contractor shall:
 - 1. Ensure that copies of codes and standards referenced herein or specified in individual specifications sections are available to Contractor's personnel, agents, and Sub-Contractors.
 - 2. Ensure that Contractor's personnel, agents, and Sub-Contractors are familiar with the workmanship and requirements of applicable codes and standards.

1.06 REGULATORY REQUIREMENTS

- A. Source and Requirements: Verify amendments with local code officials.
 - 1. Local code requirements:

- a. ICC International Building Code, 2021 Edition.
 - b. ICC International Existing Building Code, 2021
 - c. ICC International Property Maintenance Code, 2021 Edition.
2. State code requirements:
- a. Capital Development Board (CDB):
 - 1) Illinois Accessibility Code, 2018 Edition.
 - 2) Illinois Energy Conservation Code (ICC International Energy Conservation Code, 2021 Edition, with State of Illinois modifications.
 - b. Illinois Department of Labor (IDOL): Safety Glazing Materials Act - Illinois Revised Statutes, chap. 111 1/2, paragraph 3101, et seq.
 - c. Illinois Environmental Protection Agency (IEPA):
 - 1) Air-Pollution Standards.
 - 2) Noise Pollution Standards.
 - 3) Water Pollution Standards.
 - 4) Public Water Supplies
 - 5) Solid Waste Standards.
 - 6) Illinois Recommended Standards for Sewage Works (Illinois Administrative Code, Title 35, Subtitle C, Chapter II, Part 370).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 42 00
REFERENCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Drawing symbols, abbreviations and acronyms.
- B. Definitions of terms used throughout the Contract Documents.
- C. Explanation of specification format and content.
- D. Requirements relating to referenced standards.
- E. Applicability of referenced standards.
- F. List of industry organizations and certain of their respective documents.

1.02 DRAWING SYMBOLS AND CONVENTIONS

- A. Abbreviations and graphic symbols are defined on the General Notes, Symbols & Abbreviations sheet of the drawings.
- B. Generally, symbols used on the mechanical and electrical drawings conform to those recommended by ASHRAE, though, where appropriate, these symbols are supplemented by more specific symbols as recommended by ASME, ASPE, or the IEEE.

1.03 DEFINITIONS

- A. Where the terms "indicated", "noted", "scheduled", "shown", or "specified" are used it is to help locate the reference; no limitation on location is intended except as specifically noted.
- B. Where the terms "directed", "requested", "authorized", "approved", are used as in "directed by the Architect/Engineer", no implied meaning shall be construed to extend the Architect/Engineer's responsibilities into the Contractor's purview of construction supervision.
- C. Where the term "approved" is used in conjunction with the Architect/Engineer's action on submittals, requests or applications it is limited to the duties of the Architect/Engineer as described in the Agreement, and the General and Supplemental Conditions of the Contract. Such use of the term "approval" shall not limit or release the Contractor from his responsibility to fulfill Contract requirements.
- D. Where the term "regulations" is used it means all applicable statutes, laws, ordinances, and orders issued by authorities having jurisdiction, as well as construction industry standards, rules, or conventions that address performance of the Work.
- E. The "Project Site" is the space available to the Contractor for performance of construction activities. The Project Site may be for the exclusive use of the Contractor and his activities or may be used in conjunction with others performing other construction or related activities on the Project. Unless the extent of the Project Site is indicated on the Drawings, means the limits of the area within the property line of the parcel on which the Project is located, subject to the limitations and restrictions of local ordinance and the discretion of the Owner.
- F. Where the term "furnish" is used it means supply, deliver to, and unload and store at the Project

Site until the Work is ready for the item to be assembled and incorporated into the Work.

- G. Where the term "install" is used it is meant to describe operations at the Project Site to include uncrating, assembling, placing, anchoring, connecting to utilities, finishing, protecting, cleaning and all other similar operations required to fully incorporate an item into the Work.
- H. Where the term "provide" is used it means "furnish and install" as defined above.
- I. Where the term "refurbish" is used it means refinish, repair and otherwise restore to like-new condition.
- J. Where the terms "remove" or "demolish" are used they mean safely disconnect from existing utilities, permanently extract from the Work and the Project Site, and legally dispose of off-site.
- K. Where the terms "temporarily remove" or "salvage" are used they mean safely disconnect from existing utilities and carefully extract from the Work so as to prevent damage to the item and the Work.
 - 1. If the item is to be reinstalled or relocated as part of the Work, these terms also mean clean, adjust, lubricate and otherwise restore to best possible condition without repair or refinishing.
 - 2. Otherwise, these terms also mean clean item surfaces and turn over to the Owner for storage and possible future use.
- L. Where the term "reinstall" is used it means the same as "install", with respect to a temporarily removed, salvaged or relocated item.
- M. Where the term "relocate" is used it means temporarily remove and reinstall in a new location.
- N. Where the phrase "salvage in place" is used it means protect in place so as to prevent damage while adjacent elements are demolished, restore to best possible condition without repair or refinishing, and modify as necessary to properly incorporate and integrate with the Work.

1.04 SPECIFICATION FORMAT AND CONTENT

- A. These Specifications are based on the Construction Specification Institute's 49 Division format and numbering system.
- B. Language used in the Specifications and other Contract Documents is an abbreviated type. Implied words and meanings will appropriately interpreted.
- C. Requirements expressed in imperative and streamlined language are to be performed by the Contractor. At certain locations in the text, subjective language may be used to describe responsibilities that must be fulfilled indirectly by the Contractor or others.
 - 1. Whenever a colon (:) is used within a sentence or phrase, it shall be construed to mean the words "shall be".
- D. Use of certain terms such as "carpentry" is not intended to imply that certain activities must be performed by accredited or unionized individuals of a corresponding generic name. The Specifications do, however, require that certain construction activities shall be performed by specialists who are recognized experts in the operations to be performed. Specialists shall be used for said activities, however the final responsibility for fulfilling the requirements of the Contract remains the Contractor's.

1.05 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue specified in this section, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by the Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Architect/Engineer before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.06 APPLICABILITY OF INDUSTRY STANDARDS

- A. Construction industry standards shall have the same force and effect as if bound or copied directly in the Contract Documents, except where more stringent requirements are specified. All such applicable standards are made a part of the Contract Documents by reference.
 - 1. Where compliance with two or more standards are referenced and conflicting requirements for quality or quantities occur, comply with the more stringent requirements. Refer questions regarding apparently conflicting standards to the Architect/Engineer for a decision before proceeding.
 - 2. The standard of quality or quantity levels specified, shown, or referenced shall be the minimum to be provided or performed. Refer questions regarding standards of minimum quality or quantity to the Architect/Engineer before proceeding.

1.07 CONSTRUCTION INDUSTRY ORGANIZATIONS AND DOCUMENTS

AA -- ALUMINUM ASSOCIATION, INC.

AAMA -- AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION

AASHTO -- AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

ANSI -- AMERICAN NATIONAL STANDARDS INSTITUTE

BHMA -- BUILDERS HARDWARE MANUFACTURERS ASSOCIATION

CPSC -- CONSUMER PRODUCTS SAFETY COMMISSION

ICC -- INTERNATIONAL CODE COUNCIL, INC.

ISO -- INTERNATIONAL STANDARDS ORGANIZATION

SGCC -- SAFETY GLAZING CERTIFICATION COUNCIL

SIGMA - SEALED INSULATING GLASS MANUFACTURERS ASSOCIATION (See IGMA)

UL -- UNDERWRITERS LABORATORIES INC.

1.08 UNITED STATES GOVERNMENT AND RELATED AGENCIES/DOCUMENTS

CFR -- CODE OF FEDERAL REGULATIONS

CPSC -- CONSUMER PRODUCTS SAFETY COMMISSION

EPA -- ENVIRONMENTAL PROTECTION AGENCY

FS -- FEDERAL SPECIFICATIONS AND STANDARDS (General Services Administration)

GSA -- U.S. GENERAL SERVICES ADMINISTRATION

USGS -- UNITED STATES GEOLOGICAL SURVEY

1.09 STATE GOVERNMENT AND RELATED AGENCIES/DOCUMENTS

CDB -- ILLINOIS CAPITAL DEVELOPMENT BOARD

IDOL -- ILLINOIS DEPARTMENT OF LABOR

IEPA -- ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Existing facilities may be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. One (1) mobile cellular telephone for each of Contractor's and any Subcontractor's field personnel.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades required to protect public from construction areas .
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

- A. Provide 6 foot high fence around construction site staging and work areas; equip with pedestrian gates with locks. Relocate fencing as work progresses to different areas around the building.

1.07 EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate to allow for maintenance of typical operational ambient temperatures within the building, and to prevent entry of unauthorized persons and environmental pests.

1.08 INTERIOR ENCLOSURES

- A. Provide temporary partitions as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.09 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.10 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Existing on-site roads may be used for construction traffic.

Existing parking areas may be used for construction parking. Owner will reasonably designate areas that may be used for construction parking and staging of materials and equipment.

Do not allow construction materials, vehicles or equipment to damage existing pavement.

1.11 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary work.

Restore existing facilities used or damaged during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Designed, manufactured, and tested in accordance with industry standards.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, or equal to or superior to product as approved by Architect pursuant to the substitution process set forth in the Instruction to Bidders.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for equal to or superior to any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in

individual specification sections.

- B. Deliver to Project site and place in location directed by Owner's representative; obtain Owner's signature on receipt for delivery prior to final payment. Submit signed receipts with Closeout Submittals.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. Substitutions Prior To Bid Opening: Architect/Engineer will consider a written request for substitution provided that such request is received at least seven (7) days prior to the Bid opening date. Requests received after that time will not be considered.
 - 1. Only Substitution Requests from Bidders will be considered.
 - 2. If a request is approved, the Architect/Engineer will issue an appropriate addendum not less than three (3) days prior to the Bid opening date.
- B. Document each request utilizing Substitution Request Form following this section with complete data substantiating compliance of proposed substitution with Contract Documents. Incomplete requests will not be considered. Submit a separate Substitution Request Form and accompanying documentation for each proposed substitution.
- C. Provide the following minimum documentation with each Substitution Request Form:
 - 1. Product identification, manufacturer, product data including dimensions and weight, performance and installation instructions.
 - 2. Side-by-side itemized comparison of proposed substitution with specified product.
 - 3. Coordination information including other modifications required as a result of proposed substitution.
 - 4. Cost information including the effect of the proposed substitution on the Contract Sum.
- D. Sign and date the Substitution Request Form.
- E. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Agrees to reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction over the Project.
- F. Architect/Engineer will notify each bidder of record in writing of decision to accept or reject request.
- G. Substitutions of products or product characteristics/components/options/accessories will not be considered when they are indicated or implied on Contractor's submittals, without separate written request, or when acceptance will require revision to the Contract Documents, whether rejection of said substitutions is expressly identified by Architect/Engineer on Contractor's submittals or not.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SUBSTITUTION REQUEST FORM

PROJECT: OAK BROOK PARK DISTRICT – TENNIS CENTER EXTERIOR WINDOW REPLACEMENT

SPECIFIED ITEM: _____

Specification Section	Page	Paragraph	Description
-----------------------	------	-----------	-------------

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

Attached data includes project description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Printed Name

Signature

Date

Firm

Telephone

Email

Attachments (list): _____

For Use By The Architect/Engineer:

Accepted Accepted As Noted

Not Accepted Received Too Late

By: _____

Date: _____

Remarks: _____

**SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- G. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- B. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- C. Section 01 50 00 - Temporary Facilities and Controls: Temporary interior partitions.
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

- D. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- C. Coordinate completion and clean-up of work of separate sections.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess

conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect/Engineer, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction are based on casual field observation and existing record documents only.
 - 1. Verify that construction arrangements are as indicated.
 - 2. Report discrepancies to Architect/Engineer before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 .

- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with like new construction.
 - 2. Remove items indicated on Drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.

- 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.

- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. See Section 01 77 00 for additional requirements.
- B. Make submittals that are required by governing or other authorities.
- C. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- D. Notify Architect/Engineer when work is considered ready for Architect/Engineer's Substantial Completion inspection.
- E. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's Substantial Completion inspection.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect/Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect/Engineer.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Notify Architect/Engineer when work is considered finally complete and ready for Architect/Engineer's Substantial Completion final inspection.
- I. Complete items of work determined by Architect/Engineer listed in executed Certificate of Substantial Completion.

END OF SECTION

**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Substantial Completion Procedures.
- B. Final Completion Procedures.

1.02 RELATED REQUIREMENTS:

- A. Section 01 10 00 - Summary.
- B. Section 01 78 00 - Closeout Submittals.

1.03 SUBSTANTIAL COMPLETION PROCEDURES

- A. Pre-Substantial Completion Conference:
 - 1. Schedule a Pre-substantial Completion Conference 15 days prior to the date of Substantial Completion. Prepare an agenda with copies for the participants and preside over the meeting.
 - 2. Attendance Required: Contractor, Architect/Engineer and Owner.
 - 3. Minimum Agenda:
 - a. Schedule dates of Substantial Completion and Owner occupancy.
 - b. Schedule dates for Initial Punch Lists of respective Subcontractors to be produced.
 - c. Schedule date for written request for Substantial Completion.
 - d. Schedule target date for completion of Initial Punch List items.
 - e. Schedule delivery times for Owner-furnished items to be installed by Contractor, Owner's own forces or others under separate Contracts.
 - f. Schedule dates for Demonstration and Training of equipment and systems specified.
 - g. Schedule completion dates of testing and balancing reports for engineered Systems.
 - h. Scheduling and Sequencing of Construction operations around areas partially occupied.
 - i. Review job site security during transition of Owner occupancy.
 - j. Schedule dates for final inspections from authorities having jurisdiction for Occupancy Permits.
 - k. Review protocol for claims from potential move-in damage.
 - l. Review procedures for final cleaning.
 - m. Review potential concerns regarding environmental conditions.
 - 4. Record minutes and distribute copies within three days after meeting to participants and those affected by decisions made.
- B. Substantial Completion Procedures will be in accordance with the General Conditions of the Contract for Construction, Article 15.6 and include the following:
 - 1. When the Work or a portion of the Work is considered to be substantially complete, the Contractor inspects the project and prepares a comprehensive list of outstanding items to be completed or corrected, Initial Punch List.
 - 2. Contractor submits notice of Substantial Completion.
 - 3. Contractor completes items on the Initial Punch List.
 - 4. Architect/Engineer inspects the project to verify substantial completion and prepares a Final Punch List.

5. Architect/Engineer prepares Certificate of Substantial Completion, acceptance is required by Owner and Contractor.

1.04 FINAL COMPLETION PROCEDURES

- A. Final Completion Procedures will be in accordance with the General Conditions of the Contract for Construction, Article 15.7, and include the following:
 1. When items on Initial and Final Punch Lists are complete, submit notice of final completion and final application for payment.
 2. Submit Final Closeout Submittals as specified in Section 01 78 00.
 3. Architect will inspect project and verifies the Work is acceptable and conforms with the Contract Documents.
 4. Architect will process final application for payment and closeout submittals.

1.05 CORRECTION PERIOD

- A. Correction Period commences on the date of Substantial Completion and expires one year from that date.
- B. Owner: document non-conforming or defective work over course of Correction Period. Notify Contractor in writing of nonconforming or defective work. Copy Architect/Engineer.
 1. Life safety issues requiring immediate corrective work: Contact Contractor for action.
- C. Post Construction Walk Through:
 1. Time: eleven months after the date of Substantial Completion convene a meeting on site.
 2. Attendees: Architect/Engineer, Owner's Representative, End User and Maintenance Staff.
 3. Minimum Agenda:
 - a. Review Owner's list of non-conforming or defective work.
 - b. Conduct a walkthrough of the building and grounds.
 - c. Prepare a list of additional non-conforming or defective work items.
 4. Architect/Engineer:
 - a. Prepare written report of findings within two weeks of meeting.
 - b. Notify Contractor of impending corrective work requiring action.
 - c. Monitor execution of corrective Work.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Warranties and bonds.
- B. Project record documents.
- C. Operation and maintenance data.

- D. Format, arrangement and organization of Operation and Maintenance Manual electronic file.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.

1.03 SUBMITTALS

- A. Submit preliminary draft of proposed formats and outlines of contents of electronic Operation and Maintenance Manual, including warranties and bonds, record document Bookmarked Adobe PDF form before start of Work. Architect/Engineer will review draft and return with comments.
- B. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- C. Project Record Documents: Submit documents to Architect/Engineer with claim for final Application for Payment.
- D. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content as required prior to final submission.
- E. Submit revised final Operation and Maintenance Manual, incorporating warranties and bonds, record documents and operation and maintenance data, in final form in Adobe PDF electronic file format on USB flash drive form within 10 days after final inspection.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- F. Include color, 300 dpi resolution scans of each in Operation and Maintenance Manual PDF file, Bookmarked and indexed separately in Table of Contents.

3.02 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

3.03 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.04 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into a single electronic "manual" file in Adobe PDF file format for Owner's personnel use, with data arranged in the same sequence as, and bookmarked by, the specification sections.
 - 1. Media: USB flash drive of capacity sufficient to store entire PDF file, fragmented.
 - 2. Attach a tag or label flash drive with Project name, date, and the title "O&M Manual".
- B. Organization and Arrangement of Contents: Arrange the contents of the "manual" file in using the following hierarchical system and create a corresponding hierarchy of Bookmarks in the file:
 - 1. Project Title Page.
 - 2. Project Directory.
 - 3. Table of Contents.
 - 4. Project Warranties.
 - a. Division 01 - General
 - 1) General Contractor's Warranty.
 - b. Division 02

- 1) [One Bookmark for each Specification section number and name where a warranty is required.]
- 2) [Continue for each applicable Specification section.]
5. Thermal Envelope Certificate.
6. Record Documents.
 - a. Record Drawings (marked-up version of A/E Drawings).
 - b. Record Specifications (marked up version of A/E Specifications).
7. Operation and Maintenance Data.
 - a. Division 06
 - 1) [One Bookmark for each Specification section number and name where O&M data is required.]
 - 2) [Continue for each applicable Specification section.]
 - b. [Continue for each applicable Division.]
- C. Where systems involve more than one Specification Section, provide separate Bookmark and content for each Specification Section.
- D. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- E. Prepare data in the form of an instructional manual.
- F. Cover Page: Populate the first page of the PDF file with: printed title "OPERATION AND MAINTENANCE MANUAL"; identify title of Project; identify subject matter of contents.
- G. Project Directory: Beginning on the second page of the PDF file, provide Title and address of Project. Provide, for Architect/Engineer, Consultants, Contractor, subcontractors and major suppliers: the business name, address, telephone number(s), email address(es), contact name(s) of responsible individual(s) knowledgeable about the Project, and a brief description of the responsibility or contribution of the business to the Project.
- H. Table of Contents: List every item using the same identification as in the title of the Bookmark, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- I. Bookmarks: Hierarchically under each Specification Section, further Bookmark each separate product and system; identify the contents in the title of the Bookmark; on the Bookmarked page provide a description of product and major component parts of equipment.
- J. Content: Manufacturer's printed data, legibly scanned, in color where applicable, at 300 dpi (minimum) resolution.
- K. Drawings: Legibly scanned, in color where applicable, at 300 dpi (minimum) resolution; PDF file page size to match native sheet size of original drawing.

END OF SECTION

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 10 00 - Summary: Sequencing and staging requirements.
- C. Section 01 50 00 - Temporary Facilities and Controls: Security, protective barriers, and waste removal.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.04 DEFINITIONS

- A. Where the term "demolish" is used it shall be construed to mean remove and legally dispose of off-site.
- B. Where the term "refurbish" is used it shall be construed to mean refinish, repair and otherwise restore to like-new condition.
- C. Where the term "relocate" is used it shall be construed to mean disconnect from existing utilities, move to new location and reinstall and reconnect to utilities.
- D. Where the term "salvage" is used it shall be construed to mean carefully remove so as to prevent damage.
 - 1. If the item is to be saved for reinstallation or relocation as part of the Work, "salvage" shall also be construed to mean clean, adjust, lubricate and otherwise restore to best possible condition without repair or refinishing. Otherwise, "salvage" shall mean clean item surfaces and turn over to the Owner for storage and possible future use.
- E. Where the phrase "salvage in place" is used it shall be construed to mean protect in place so as to prevent damage while adjacent elements are demolished, restore to best possible condition without repair or refinishing, and modify as necessary to properly incorporate and integrate with new Work.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Remove building components as indicated on the drawings.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 70 00.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Use of explosives is not permitted.
 - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 5. Provide, erect, and maintain temporary barriers and security devices.
 - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 8. Do not close or obstruct roadways or sidewalks without permit.
 - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Do not begin removal until Owner's furniture and Equipment to be salvaged or relocated have been removed.
- E. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- G. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
- H. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Dismantle existing construction and separate materials.
 - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect/Engineer before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 06 10 00
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Rough opening framing for window openings.
- B. Preservative treated wood materials.
- C. Miscellaneous wood nailers, furring, and grounds.

1.02 REFERENCE STANDARDS

- A. ASTM D2898 - Standard Practice for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing; 2010 (Reapproved 2017).
- B. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2021.
- C. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.
- D. ASTM E2357 - Standard Test Method for Determining Air Leakage Rate of Air Barrier Assemblies; 2024.
- E. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2019.
- F. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).
- G. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2023).
- H. AWWA U1 - Use Category System: User Specification for Treated Wood; 2023.
- I. PS 20 - American Softwood Lumber Standard; 2021.
- J. WWPA G-5 - Western Lumber Grading Rules; 2021.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.

3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Provide sustainably harvested wood; see Section 01 60 00 - Product Requirements for requirements.

2.02 DIMENSION LUMBER

- A. Grading Agency: Western Wood Products Association; WWPA G-5.
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
1. Lumber: S4S, No. 2 or Standard Grade.
 2. Boards: Standard or No. 3.

2.03 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
1. Kiln dry lumber after treatment to maximum moisture content of 15 percent.
 2. Treat lumber in contact with flashing or waterproofing.
 3. Treat lumber in contact with masonry or concrete.
 4. Treat lumber less than 18 inches above grade.
 5. Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative.
 - a. Kiln dry plywood after treatment to maximum moisture content of 15 percent.
 - b. Treat plywood in contact with roofing, flashing, or waterproofing.
 - c. Treat plywood in contact with masonry or concrete.
 - d. Treat plywood less than 18 inches above grade.
- C. Restrictions: Do not use lumber or plywood treated with chromated copper arsenate (CCA) in exposed exterior applications subject to leaching.

PART 3 EXECUTION

3.01 PREPARATION

- A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches and seal.
- B. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.04 CLEANING

- A. Waste Disposal:
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

3.05 SCHEDULE

- A. Blocking and Shims for window replacement: Pressure preservative treated.

END OF SECTION

**SECTION 07 21 00
THERMAL INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Board insulation and integral vapor retarder at cavity wall construction wall interior wall with facer providing exposed finish.
- B. Nailable composite board insulation under steep sloped roofing systems.
- C. Batt insulation and vapor retarder in exterior wall construction.
- D. Batt insulation for filling perimeter window and door shim spaces.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Installation requirements for board insulation over steep slope roof sheathing or roof structure.
- B. Section 07 27 00 - Air Barriers: Separate air barrier materials.
- C. Section 07 25 00 - Weather Barriers: Separate air barrier and vapor retarder materials.

1.03 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2023.
- B. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2023.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- D. ASTM E136 - Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750 Degrees C; 2024.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

1.05 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Insulation Under Concrete Slabs: Extruded polystyrene (XPS) board.
- B. Insulation at Perimeter of Foundation: Extruded polystyrene (XPS) board.
- C. Insulation Inside Masonry Cavity Walls: Extruded polystyrene (XPS) board.

2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Insulation Board Inside Masonry Cavity Walls: Complies with ASTM C578, and manufactured using carbon black technology.
 - 1. Type and Compressive Resistance: Type IV, 25 psi (173 kPa), minimum.
 - 2. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
 - 3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 - 4. Type and Thermal Resistance, R-value: Type IV, 5.6 (0.98), minimum, per 1 inch thickness at 75 degrees F mean temperature.
 - 5. Board Size: 15-3/4 inch by 96 inch.
 - 6. Board Thickness: 3.0 inch, unless indicated otherwise on the Drawings.
 - 7. Board Edges: Square.
 - 8. Type and Water Absorption: Type IV, 0.3 percent by volume, maximum, by total immersion.
 - 9. Products:
 - a. DuPont de Nemours, Inc; Styrofoam Brand Cavitymate Ultra: building.dupont.com.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Nailbase Insulation Board: Polyisocyanurate rigid cellular foam, complying with ASTM C 1289; Type V bonded with vent spacer strips to 7/16 inch OSB top surface.
 - 1. Flame Spread Index: 75 or less, when tested in accordance with ASTM E 84.
 - 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E 84.
 - 3. Compressive Strength: 16 psi
 - 4. Board Size: 48 x 96 inch.
 - 5. Air Space: 1 inch.
 - 6. Overall Thickness: 5 inch.
 - 7. Thermal Resistance: R-value of 20 (min.).
 - 8. Manufacturers:
 - a. Atlas Roofing Corporation: www.atlasroofing.com.
 - b. Cornell Corporation: www.cornellcorp.com.
 - 9. Substitutions: See Section 01 60 00 - Product Requirements.
 - 10. Product:
 - a. Atlas ACFoam CrossVent.
 - b. Cornell ThermaCal 1.

2.03 MINERAL FIBER BLANKET INSULATION MATERIALS

- A. Flexible Glass Fiber Blanket Thermal Insulation: Preformed insulation, complying with ASTM C665; friction fit.
 - 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.

3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 4. Formaldehyde Content: Zero.
 5. Thermal Resistance: R-value as indicated on the Drawings.
 6. Thickness: Sized to fill cavity, unless specific thickness is annotated on the Drawings.
 7. Facing: Unfaced or .
 8. Products:
 - a. CertainTeed Corporation: www.certainteed.com.
 - b. Johns Manville: www.jm.com.
 - c. Owens Corning Corporation: www.ocbuildingspec.com.
- B. Mineral Wool Blanket Thermal Insulation: Flexible or semi-rigid preformed insulation, complying with ASTM C665.
1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 3. Provide foil facing on one side, at locations indicated on drawings.
 4. Thermal Resistance: R-value as indicated on the Drawings.
 5. Thickness: Sized to fill cavity, unless a specific thickness is annotated on the Drawings.
 6. Products:
 - a. Johns Manville: www.jm.com.
 - b. ROCKWOOL (ROXUL, Inc)COMFORTBATT: www.rockwool.com.
 - c. Thermafiber, Inc; SAFB: www.thermafiber.com.

2.04 ACCESSORIES

- A. Insulation Fasteners: Impaling clip of unfinished steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- B. Nails or Staples: Steel wire; electroplated or galvanized; type and size to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of irregularities.

3.02 BOARD INSTALLATION AT FOUNDATION PERIMETER

- A. Install boards horizontally on foundation perimeter.
1. Butt edges and ends tightly to adjacent boards and to protrusions.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.03 BOARD INSTALLATION AT EXTERIOR WALLS

- A. Install boards horizontally on walls.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.04 BOARD INSTALLATION AT CAVITY WALLS

- A. Install boards to fit snugly between wall ties.
- B. Install boards horizontally on walls.
- C. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.05 BOARD INSTALLATION UNDER CONCRETE SLABS

- A. Place insulation under slabs on grade after base for slab has been compacted.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.
- C. Prevent insulation from being displaced or damaged while placing vapor retarder and placing slab.

3.06 BOARD INSTALLATION OVER LOW SLOPE ROOF DECK

3.07 BOARD INSTALLATION OVER STEEP SLOPE ROOF SHEATHING OR ROOF STRUCTURE

- A. Installation of board insulation over steep slope roof structure or roof sheathing, see Section 06 10 00.

3.08 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Install with factory-applied vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over framing members.
- F. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.
- G. Coordinate work of this section with construction of air barrier seal, see Section 07 27 00.

3.09 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

**SECTION 07 91 00
PREFORMED JOINT SEALS**

PART 1 GENERAL - NOT USED

1.01 SECTION INCLUDES

- A. Precompressed foam seals.

1.02 RELATED REQUIREMENTS

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Emissions restrictions for joint seal adhesives and primers.
- B. Section 07 92 00 - Joint Sealants: Liquid and mastic joint sealants and their backing materials.

1.03 REFERENCE STANDARDS

- A. ASTM D1056 - Standard Specification for Flexible Cellular Materials—Sponge or Expanded Rubber; 2020.
- B. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2015 (Reapproved 2021).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's technical data sheets for each product, including chemical composition, movement capability, color availability, limitations on application, and installation instructions.
- C. Color Cards: For color selection.
- D. Samples for Color Selection: 4 inch long pieces of each color available; at least 2 samples of each color.
- E. Installer's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified in this section with at least five years of experience.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a two year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealers that fail to achieve watertight seal or exhibit loss of adhesion or cohesion.

PART 2 PRODUCTS

2.01 PRECOMPRESSED FOAM SEALS

- A. Precompressed Foam Seal: Comprised of urethane, modified-acrylic impregnated, open-cell polyurethane, or closed-cell neoprene foam impregnated with water-repellent, and with self-adhesive faces protected prior to installation by release paper.
 - 1. Color: Match storefront.
 - 2. Size as required to provide acoustical seal when installed.
 - 3. Measure size of existing joints before selecting seal width.
 - 4. Applications:
 - a. End of partition wall to window.
 - 5. Products:
 - a. EMSEAL Joint Systems, Ltd; DSM System: www.emseal.com.
 - b. Substitutions: Not permitted.

2.02 ACCESSORIES

- A. Adhesive: As recommended by seal manufacturer.
- B. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and strip seal.
- C. Substrate Cleaner: Non-corrosive, non-staining type recommended by seal manufacturer; compatible with joint forming materials.
- D. Primer: Type recommended by seal manufacturer to suit application; non-staining.
- E. Backing Tape: Self-adhesive polyethylene tape with surface that seal will not adhere to.

PART 3 EXECUTION - NOT USED

3.01 EXAMINATION

- A. Verify that joints are ready to receive this work.
- B. Measure joint dimensions and verify that seal products are of the correct size to properly seal the joints.

3.02 PREPARATION

- A. Properly prepare construction components adjacent to the work of this section to prevent damage and disfigurement due to this work.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's written instructions.
- B. Precompressed Foam Seals:
 - 1. Install only when ambient temperature is within recommended application temperature range of adhesive. Consult manufacturer when installing outside this temperature range.
 - 2. Prepare joints and install seals in accordance with manufacturer's written recommendations.
 - 3. Remove loose materials and foreign matter that could impair adhesion of sealant.

4. Do not stretch precompressed seal; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect joints from damage until adhesives have properly cured.

END OF SECTION

SECTION 07 92 00 JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- C. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
- F. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2022.
- G. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.
- H. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2019 (Reapproved 2020).
- I. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2015 (Reapproved 2021).
- J. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).
- K. SWRI (VAL) - SWR Institute Validated Products Directory; Current Edition.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Backing material recommended by sealant manufacturer.
 - 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 5. Substrates the product should not be used on.
 - 6. Substrates for which use of primer is required.
 - 7. Substrates for which laboratory adhesion and/or compatibility testing is required.
 - 8. Installation instructions, including precautions, limitations, and recommended backing materials and tools.

9. Sample product warranty.
 10. Certification by manufacturer indicating that product complies with specification requirements.
 11. SWRI Validation: Provide currently available sealant product validations as listed by SWRI (VAL) for specified sealants.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
 - D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
 - E. Samples for Verification: Where custom sealant color is specified, obtain directions from Architect/Engineer and submit at least two physical samples for verification of color of each required sealant.
 - F. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
 - G. Preinstallation Field Adhesion Test Plan: Submit at least two weeks prior to start of installation.
 - H. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.
 - I. Installer's qualification statement.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least five years of documented experience.
- C. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 1. Adhesion Testing: In accordance with ASTM C794.
 2. Compatibility Testing: In accordance with ASTM C1087.
 3. Allow sufficient time for testing to avoid delaying the work.
 4. Deliver sufficient samples to manufacturer for testing.
 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
- D. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
 1. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
 - a. Test date.
 - b. Copy of test method documents.
 - c. Age of sealant upon date of testing.
 - d. Test results, modeled after the sample form in the test method document.
 - e. Indicate use of photographic record of test.

E. Field Adhesion Test Procedures:

1. Allow sealants to fully cure as recommended by manufacturer before testing.
2. Have a copy of the test method document available during tests.
3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
4. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
5. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
6. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect/Engineer.

F. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.

1. Sample: At least 18 inches long.
2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch by that percentage; if adhesion failure occurs before the 1-inch mark is that distance from the substrate, the test has failed.
3. If either adhesive or cohesive failure occurs before minimum elongation, take necessary measures to correct conditions and retest; record each modification to products or installation procedures.

1.05 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Nonsag Sealants:

1. Dow Corning Corporation: www.dowcorning.com/construction.
2. Hilti, Inc: www.us.hilti.com.
3. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us.
4. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.
5. Pecora Corporation: www.pecora.com.
6. Sika Corporation: www.usa-sika.com.
7. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com.
8. W.R. Meadows, Inc: www.wrmeadows.com.

2.02 JOINT SEALANT APPLICATIONS

A. Scope:

1. Exterior Joints:
 - a. Seal open joints except open joints indicated on drawings as not sealed.
 - b. Seal the following joints:
 - 1) Joints between windows frames and adjacent construction.
 - 2) Joints between different exposed materials.
2. Interior Joints:
 - a. Do not seal interior joints indicated on drawings as not sealed.
 - b. Seal the following joints:
 - 1) Joints between window frames and adjacent construction.
3. Do Not Seal:
 - a. Intentional weep holes in masonry.
 - b. Weep holes in storefront and window systems.
 - c. Joints where sealant is specified to be furnished and installed by manufacturer of product to be sealed.

B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.

C. Interior Joints: Use non-sag acrylic-urethane sealant, unless otherwise indicated.

2.03 JOINT SEALANTS - GENERAL

A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content.

2.04 NONSAG JOINT SEALANTS

A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.

1. Movement Capability: Plus 100 percent and minus 50 percent, minimum.
2. Nonstaining to Porous Stone: Nonstaining to light-colored natural stone when tested in accordance with ASTM C1248.
3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
4. Color: To be selected by Architect/Engineer from manufacturer's standard range.
5. Cure Type: Single-component, neutral moisture curing.
6. Products:
 - a. Dow Chemical Company; DOWSIL 790 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html.
 - b. Sika Corporation; Sikasil WS-290: www.usa-sika.com.
 - c. Sika Corporation; Sikasil 728NS: www.usa-sika.com.
 - d. Tremco Commercial Sealants & Waterproofing; Spectrem 1: www.tremcosealants.com.
 - e. Tremco Commercial Sealants & Waterproofing; Tremsil 200: www.tremcosealants.com.
 - f. Substitutions: See Section 01 60 00 - Product Requirements.

B. Acrylic-Urethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; paintable; not expected to withstand continuous water immersion or traffic.

1. Movement Capability: Plus and minus 35 percent, minimum.
2. Color: Bronze.
3. Products:
 - a. Sherwin-Williams Company; Shermax Urethanized Elastomeric Sealant: www.sherwin-williams.com.

- b. Top Gun, a brand of PPG Architectural Coatings; Top Gun 400: www.ppgpaints.com.
- c. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 ACCESSORIES

- A. Sealant Backing Rod, Closed-Cell Type:
 - 1. Cylindrical flexible sealant backings complying with ASTM C1330 Type C.
 - 2. Size: 25 to 50 percent larger in diameter than joint width.
- B. Sealant Backing Rod, Bi-Cellular Type:
 - 1. Cylindrical flexible sealant backings complying with ASTM C1330 Type O - Open Cell Polyurethane.
 - 2. Size: 40 to 50 percent larger in diameter than joint width.
- C. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- D. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- E. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- F. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.
- D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
 - 1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
 - 2. Notify Architect/Engineer of date and time that tests will be performed, at least seven days in advance.
 - 3. Record each test on Preinstallation Adhesion Test Log as indicated.
 - 4. If any sample fails, review products and installation procedures, consult manufacturer, or take other measures that are necessary to ensure adhesion; retest in a different location; if unable to obtain satisfactory adhesion, report to Architect/Engineer.
 - 5. After completion of tests, remove remaining sample material and prepare joints for new sealant installation.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width, i.e., at low temperature in thermal cycle. Report failures immediately and repair them.

END OF SECTION

SECTION 08 43 13
ALUMINUM-FRAMED STOREFRONTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum-framed storefront, with vision glass.

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Sealing joints between frames and adjacent construction.
- B. Section 08 80 00 - Glazing: Glass and glazing accessories.

1.03 REFERENCE STANDARDS

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site; 2015.
- B. AAMA 609 & 610 - Cleaning and Maintenance Guide for Architecturally Finished Aluminum (Combined Document); 2015.
- C. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2020.
- D. AAMA 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections; 2009.
- E. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- F. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- G. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- H. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- I. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2019.
- J. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).
- K. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference; 2015 (Reapproved 2023).
- L. NFRC 100 - Procedure for Determining Fenestration Product U-factors; 2023.
- M. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence; 2023.

N. NFRC 400 - Procedures for Determining Fenestration Product Air Leakage; 2014.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, door hardware, and internal drainage details.
- C. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related work, expansion and contraction joint location and details, and field welding required.
- D. Design Data: Provide framing member structural and physical characteristics, engineering calculations, and dimensional limitations.
- E. Non-Residential Fenestration Calculation Report: For each exterior storefront system (framing and glass combined) and door (including glass) indicating U-factors and SHGC values have been calculated in accordance with NFRC 100 and NFRC 200.
- F. Manufacturer's Certificate: Certify that the products supplied meet or exceed the specified requirements.
- G. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- H. NFRC Label Certificate: For each exterior storefront system (framing and glass combined) and door (including glass) indicating U-factors have been determined in accordance with NFRC 100 and comply with specified U-factor performance requirements. Make available at Project Site for inspection by Authority Having Jurisdiction (AHJ). Submit memorandum copy of certificate(s) and proof of acceptance by AHJ to Architect/Engineer.

1.05 QUALITY ASSURANCE

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

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Handle products of this section in accordance with AAMA CW-10.
- B. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to aluminum when exposed to sunlight or weather.

1.07 FIELD CONDITIONS

- A. Do not install sealants when ambient temperature is less than 40 degrees F. Maintain this minimum temperature during and 48 hours after installation.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

- C. Provide five year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Aluminum-Framed Storefronts:

1. EFCO Corporation; Series 601: www.efcocorp.com.
2. Kawneer North America; 601t VersaGlaze: www.kawneer.com.
3. Oldcastle BuildingEnvelope: www.oldcastlebe.com.
4. Pittco Architectural Metals Inc: www.pittcometals.com.

2.02 ALUMINUM-FRAMED STOREFRONT

A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.

1. Glazing Rabbet: For 1 inch insulating glazing.
2. Vertical Mullion Dimensions: 2 inch by 6 inch.
3. Finish: Class I color anodized.
 - a. Factory finish all surfaces that will be exposed in completed assemblies.
 - b. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous paint.
4. Finish Color: Dark bronze.
5. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
6. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
7. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
8. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
9. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
10. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
11. Maintain continuous air barrier and/or vapor retarder seal throughout assembly, primarily in line with inside pane of glazing, and heel bead of glazing compound.

B. Performance Requirements

1. Wind Loads: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330/E330M, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - a. Design Wind Loads: Comply with requirements of applicable code.

- b. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
- 2. Air Leakage Laboratory Test: Maximum of 0.06 cu ft/min sq ft of wall area , when tested in accordance with NFRC 400 or ASTM E283 at 1.57 psf pressure differential across assembly.
- 3. Condensation Resistance Factor of Framing: 50, minimum, measured in accordance with AAMA 1503.
- 4. Overall System U-factor, Including Glazing: 0.36 Btu/(hr sq ft deg F), maximum, for NFRC standard specimen size, when tested in accordance with NFRC 100.

2.03 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, thermally broken with interior section insulated from exterior, drainage holes and internal weep drainage system.
 - 1. Glazing Stops: Flush.
- B. Glazing: See Section 08 80 00.
- C. Mullion Posts: See drawings inch thick aluminum sheet.
 - 1. Finish: Same as storefront.
- D. Operable Sash: Aluminum project-in hopper; finished to match storefront; turn handle latch with manufacturer's standard insect screen.
- E. Window hardware: Cam handle with pole ring and sash pole.

2.04 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Sheet Aluminum: ASTM B209/B209M.
- C. Fasteners: Stainless steel.
- D. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.

2.05 FINISHES

- A. Class I Color Anodized Finish: AAMA 611 AA-M12C22A44 Electrolytically deposited colored anodic coating not less than 0.7 mils thick.
- B. Color: As selected by Architect/Engineer from manufacturer's standard range to match existing Dark Bronze color.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify that storefront wall openings and adjoining water-resistive and/or air barrier seal materials are ready to receive work of this section.

3.02 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.

- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Where fasteners penetrate sill flashings, make watertight by seating and sealing fastener heads to sill flashing.
- G. Coordinate attachment and seal of perimeter air and vapor barrier materials.
- H. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- I. Install operating sash.
- J. Install glass and infill panels using glazing method required to achieve performance criteria; see Section 08 80 00.
- K. Install perimeter sealant in accordance with Section 07 92 00.
- L. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

3.03 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inch per 3 feet non-cumulative or 0.06 inch per 10 feet, whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

3.04 FIELD QUALITY CONTROL

- A. Water-Spray Test: Provide water spray quality test of installed storefront components in accordance with AAMA 501.2 during construction process.
 - 1. Perform a minimum of two tests in designated areas as directed by Architect.
 - 2. Conduct tests in each area prior to 35 percent and 50 percent completion of this work.

3.05 ADJUSTING

- A. Adjust operating hardware and sash for smooth operation.

3.06 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths, and take care to remove dirt from corners and to wipe surfaces clean.
- C. Upon completion of installation, thoroughly clean aluminum surfaces in accordance with AAMA 609 & 610.

D. Remove excess sealant by method acceptable to sealant and framing manufacturers.

3.07 PROTECTION

A. Protect installed products from damage until Date of Substantial Completion.

END OF SECTION

**SECTION 08 80 00
GLAZING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Insulating glass units.
- B. Glazing compounds.

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Sealants for other than glazing purposes.
- B. Section 08 43 13 - Aluminum-Framed Storefronts: Glazing provided as part of storefront assembly.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; Current Edition.
- B. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2019).
- C. ASTM C1036 - Standard Specification for Flat Glass; 2021.
- D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- F. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2019.
- G. GANA (GM) - GANA Glazing Manual; 2022.
- H. GANA (SM) - GANA Sealant Manual; 2008.
- I. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data on Insulating Glass Unit, Glazing Unit, Plastic Sheet Glazing Unit, and Plastic Film Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- D. Samples: Submit two samples 12 by 12 inch in size of glass units.
- E. Certificate: Certify that products of this section meet or exceed specified requirements.
- F. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA (GM) and GANA (SM) for glazing installation methods. Maintain one copy on site.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years documented experience.

1.06 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Insulating Glass Units: Provide a ten (10) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of glass.
 - 1. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
 - 2. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.
 - 3. Glass thicknesses listed are minimum.
- B. Weather-Resistive Barrier Seals: Provide completed assemblies that maintain continuity of building enclosure water-resistive barrier, vapor retarder, and/or air barrier.
 - 1. In conjunction with weather barrier related materials described in other sections, as follows:
- C. Thermal and Optical Performance: Provide exterior glazing products with performance properties as indicated. Performance properties are in accordance with manufacturer's published data as determined with the following procedures and/or test methods:
 - 1. Center of Glass U-Value: Comply with NFRC 100 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 - 2. Center of Glass Solar Heat Gain Coefficient (SHGC): Comply with NFRC 200 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 - 3. Solar Optical Properties: Comply with NFRC 300 test method.

2.02 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
 - 1. Kind FT - Fully Tempered Type: Complies with ASTM C1048.
 - a. Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.

- b. Complies with ANSI Z97.1 - Class A and 16 CFR 1201 - Category II criteria.
- 2. Tinted Type: ASTM C1036, Class 2 - Tinted, Quality - Q3, with color and performance characteristics as indicated.
- 3. Thicknesses: As indicated; provide greater thickness as required for exterior glazing wind load design.

2.03 INSULATING GLASS UNITS

- A. Type IG-1 - Insulating Glass Units: Tinted vision glass, double glazed.
 - 1. Applications: Exterior glazing unless otherwise indicated.
 - 2. Space between lites filled with argon.
 - 3. Outboard Lite: fully tempered safety glass, 1/4 inch thick, minimum.
 - a. Tint: Bronze.
 - b. Coating: Low-E (solar control type), on #2 surface.
 - 4. Inboard Lite: Fully tempered safety glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - 5. Total Thickness: 1 inch.
 - 6. Thermal Transmittance (U-Value): 0.24, maximum, but not greater than required to meet overall system U-factor requirements specified in Section 08 43 13.
 - 7. Solar Heat Gain Coefficient (SHGC): 0.38, maximum.
 - 8. Glazing Method: Dry glazing method, gasket glazing.

2.04 ACCESSORIES

- A. Setting Blocks: Neoprene, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.
- B. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; color black.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

3.02 PREPARATION

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION - DRY GLAZING METHOD (GASKET GLAZING)

- A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.04 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

END OF SECTION

**SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.
- B. Section 07 92 00 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.

1.03 REFERENCE STANDARDS

- A. AISI S220 - North American Standard for Cold-Formed Steel Nonstructural Framing; 2020.
- B. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories; 2020.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017 (Reapproved 2022).
- D. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2023.
- E. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.
- F. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.
- G. GA-216 - Application and Finishing of Gypsum Panel Products; 2021.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide data on gypsum board, accessories, and joint finishing system.
 - 2. Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:

1. American Gypsum Company: www.americangypsum.com.
 2. CertainTeed Corporation: www.certainteed.com.
 3. Georgia-Pacific Gypsum: www.gpgypsum.com.
 4. National Gypsum Company: www.nationalgypsum.com.
 5. USG Corporation: www.usg.com.
 6. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold resistant board is required at all locations.
 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch.

2.03 GYPSUM WALLBOARD ACCESSORIES

- A. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.
1. Corner Beads: Low profile, for 90 degree outside corners.
 2. L-Trim with Tear-Away Strip: Sized to fit 5/8 inch thick gypsum wallboard.
- B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
1. Tape: 2 inch wide, coated glass fiber tape or creased paper tape for joints and corners, except as otherwise indicated.
 2. Joint Compound: Drying type, vinyl-based, ready-mixed.
 3. Joint Compound: Setting type, field-mixed.
- C. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- D. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Installation on Metal Framing: Use screws for attachment of gypsum board.

3.03 INSTALLATION OF TRIM AND ACCESSORIES

- A. Corner Beads: Install at external corners, using longest practical lengths.
- B. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.04 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
 - 2. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.

3.05 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.06 PROTECTION

- A. Protect installed gypsum board assemblies from subsequent construction operations.

END OF SECTION

**SECTION 09 91 23
INTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Floors, unless specifically indicated.
 - 5. Glass.
 - 6. Acoustical materials, unless specifically indicated.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.
- C. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- E. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.04 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 fc measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
 - 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).
 - d. Ozone Transport Commission (OTC) Model Rule, Architectural, Industrial, and Maintenance Coatings; www.otcair.org; specifically:
 - 1) Opaque, Flat: 50 g/L, maximum.
 - 2) Opaque, Nonflat: 150 g/L, maximum.
 - 3) Opaque, High Gloss: 250 g/L, maximum.
 - e. Architectural coatings VOC limits of the State in which the Project is located.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect/Engineer from the manufacturer's full line.
- E. Colors: Match existing.
 - 1. Selection to be made by Architect/Engineer after award of contract.
 - 2. Extend colors to surface edges; colors may change at any edge as directed by Architect/Engineer.

2.02 PAINT SYSTEMS - INTERIOR

- A. Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #145.
 - 3. Top Coat Sheen:

- a. Eggshell: MPI gloss level 3; use this sheen for gypsum board wall surfaces in all locations, except where noted or specified otherwise..
- 4. Primer: As recommended by top coat manufacturer for specific substrate.

2.03 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Masonry:
 - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
 - 2. Prepare surface as recommended by top coat manufacturer.
 - 3. Clean surfaces with pressurized water. Use pressure range of 600 to 1,500 psi at 6 to 12 inches. Allow to dry.
- H. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.