

Oak Brook Park District

Restroom/Concession Support Building Project

and

Central Park Phase II Project

Bid Packet



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AND CENTRAL PARK PHASE II PROJECT

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INVITATION TO BID
OAK BROOK PARK DISTRICT
Restroom/Concession Support Building Project and Central Park Phase II Project

The Oak Brook Park District (the “District”) is accepting bids for two projects: 1) Central Park Phase II Project; and 2) Restroom/Concession Support Building Project (construction of new support building which includes restrooms, concession area, and storage) (collectively referred to as the “Projects”).

- The location for both Projects is the northern portion of Central Park.
- Completion dates for both Projects are the same.
- Only one contractor will be awarded both Projects. The award will be made to the lowest responsible bidder, considering the total of the base bids for both Projects together.
- Given the different legal requirements for each Project, however, two separate contracts will be issued, one for each Project.
- The successful contractor will be required to provide separate performance and payment bonds for each Project.
- **Each Project is partially funded by a different grant program and, as a result, each Project is subject to different legal requirements. The successful contractor must adhere to all applicable grant requirements for each Project. Special attention is directed to the requirements of the Illinois Works Job Program Act (applicable to the Central Park North Phase II Project) and the Business Enterprise Program requirements (applicable to the Restroom/Concession Support Building Project).**
- The grant programs are listed below for reference:

Restroom/Concession Support Building Project: Illinois Department of Commerce and Economic Opportunity, Tourism Attractions & Festivals Grant:

The Restroom/Concession Support Building Project is being financed, in part, by the Illinois Department of Commerce and Economic Opportunity, Tourism Attractions & Festivals Grant, which is being supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of Treasury.

Central Park Phase II Project: Illinois Department of Natural Resources, Open Space Acquisition and Development Grant:

The Central Park Phase II Project is being financed, in part, with funds from the Illinois Department of Natural Resources’ “Open Space Lands Acquisition & Development” (OSLAD) grant program.

Specifications and Contract Documents may be obtained beginning January 6, 2023 in PDF format at the District’s website: <https://www.obparks.org/bids-rfps>. *In order to receive any Addenda or other communication regarding this bid, all Bidders must acknowledge receipt of the Bid Documents upon downloading by sending an email Bob Johnson, Director of Parks and Planning, at bjohnson@obparks.org.*

The bids for both Projects 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 Central Park Phase II Project and Restroom/Concession Support Building 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 2:00 p.m. on February 2, 2023, 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.

A mandatory pre-bid meeting will be held on January 12, 2023 at 11:00 a.m. at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523. All potential Bidders for the Projects must attend the pre-bid meeting.

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 federal Davis Bacon prevailing wages and State of Illinois prevailing wages apply to the Restroom/Concession Support Building Project. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required.

The State of Illinois prevailing wages apply to the Central Park Phase II Project.

For Work of the Projects 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 Contracts 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 for each Project 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 for each Project 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 Restroom/Concession Support Building Project is being funded by a State grant administered by the Illinois Department of Commerce and Economic Opportunity, which requires participation goals for Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Veterans Business Enterprise (VBE) as outlined in the Contract Documents.

Laure Kosey, Executive Director
Oak Brook Park District

**INSTRUCTIONS TO BIDDERS
OAK BROOK PARK DISTRICT
CENTRAL PARK PHASE II PROJECT
RESTROOM/CONCESSION SUPPORT BUILDING PROJECT**

INSTRUCTIONS TO BIDDERS

The Oak Brook Park District and Owner are one and the same. Owner's representative for this Project is Bob Johnson, who can be reached at bjohnson@obparks.org. For purposes of the **Restroom/Concession Support Building Project**, "Architect" shall mean Charles Vincent George (CVG), represented by Jeff Lietz, who can be reached at jlietz@cvgarchitects.com or 630-357-2023. For purposes of the **Central Park Phase II Project**, "Architect" shall mean Upland Design Ltd, represented by Michelle A. Kelly, who can be reached at mkelly@uplanddesign.com or 815-254-0091.

The words "Contractor", "Vendor", and "Bidder" shall mean the party bidding for or entering the Contracts for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents. The Owner will award both Projects to one Contractor and, upon such award, enter into two (2) separate Contracts, one for the **Central Park Phase II Project** and one for the **Restroom/Concession Support Building Project**.

A. BID DOCUMENTS

1. Bid Documents for the Projects will be available for examination commencing January 6, 2023. Bid Documents can be obtained in PDF format at the District's website: http://www.obparks.org/general_information/bid.asp. **In order to receive any Addenda or other communication regarding this bid, all Bidders must acknowledge receipt of the Bid Documents upon downloading by sending an email Bob Johnson, Director of Parks and Planning, at bjohnson@obparks.org.**
2. A mandatory pre-bid meeting will be held on January 12, 2023 at 11:00 a.m. at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523. 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 bids 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 Contracts 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 certifications shall be the basis for immediate rejection of that Bidder's bid.** The certifications of the successful Bidder shall become a part of each Contract with the Park District.
8. The bids shall be sealed in an opaque envelope, marked with the name of the Bidder, the date and time of the bid, and addressed as follows:

Sealed Bid: Central Park Phase II Project and Restroom/Concession Support Building
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 February 2, 2023 at 2:00 p.m.** Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.
10. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids. No Bidder may withdraw a bid after opening of the bids.
11. Bids will be publicly opened on the due date.

C. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: a) 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 b) 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 construction 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 the Projects, the Contractor shall not under any circumstances be relieved of his liabilities and obligations; any subcontractor for the Projects 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.

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

6. **Restroom/Concession Support Building Project Requirements.** The State of Illinois Business Enterprise Program Minorities, Females, Persons with Disability Participation and Utilization Plan and related documents must be completed and submitted for the **Restroom/Concession Support Building Project** bid. The **Restroom/Concession Support**

Building Project is being funded by a State grant administered by the Illinois Department of Commerce and Economic Opportunity, which requires participation goals for Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Veterans Business Enterprise (VBE) as outlined in the Contract Documents. Each Bidder must complete and submit with its proposal the Business Enterprise for Minorities, Females and Persons with Disabilities Program (BEP) Participation and Utilization Plan included in these Bid Documents. **The Park District is required to make a good faith effort to meet or exceed the BEP aspirational goal of 30%, with 20% of the total dollar amount awarded to Minority Business Enterprises (MBE) or Women Business Enterprises (WBE or WMBE), with at least 10% of the total dollar amount awarded to WBEs or WMBEs for this Project. Please indicate if your company or subcontractors are MBE, WBE/WMBE, Persons with Disabilities Business Enterprise (DBE), Small Business Enterprise (SBE), or Veteran Owned Business (VOB).**

Interested businesses may visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to Contract award. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification. Please visit the following link for a list of BEP certified contractors: [State of IL Central Management Services \(CMS\) \(diversitycompliance.com\)](http://diversitycompliance.com).

The successful Contractor must comply with the Federal Contract Provisions for the **Restroom/Concession Support Building Project**. The federal Davis Bacon prevailing wages and State of Illinois prevailing wages apply to the **Restroom/Concession Support Building Project**. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required.

7. **Central Park Phase II Project Requirements.** The **Central Park Phase II Project** is being financed with funds from the Illinois Department of Natural Resources' "Open Space Lands Acquisition & Development" (OSLAD) grant program, which requires at least 50% of the successful Contractor's labor hours be performed by actual residents of the State of Illinois. Contractor must also comply with the Illinois Works Job Program Act, 30 ILCS 559/20-1 *et seq.*, which requires compliance with the Illinois Works Apprenticeship Initiative. Contractor will also take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. The State of Illinois prevailing wages apply to the **Central Park Phase II Project**.

8. Other required submittals include: Bid Form; Vendor's Compliance and Certification Attachment, including the Substance Abuse Prevention Certification. **Failure of a Bidder to complete/submit these documents shall 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 Contracts until such information is received.

D. MODIFICATION OF BIDS

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

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as it shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under each 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 Park District and 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 his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contracts or to request additional compensation.

F. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the Contracts for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District. The Owner will award both Projects to one Contractor and, upon such award, enter into two (2) separate Contracts, one for the **Restroom/Concession Support Building Project** and one for **Central Park Phase II Project**.

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 Contracts 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 for each Project 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 for each Project 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, acceptable Performance Bonds, Labor and Materials/Payment Bonds and certificates of insurance naming the Oak Brook Park District as the certificate holder and naming Oak Brook Park District and each respective Architect as additional insureds, and the successful Bidder has executed and returned to the Park District each 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 for each separate Contract, 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 bonds shall guarantee the faithful performance of the Work in accordance with each 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 each Contract. The failure of the successful Bidder to enter into the Contracts and supply the required bonds and evidence of insurance within ten (10) days after the Contracts are 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(s) 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 sureties and may charge against the defaulting Bidder for the full difference between the amount for the bid and the total amount for which the Contracts for the Work are 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 Contracts and to deliver the same back to the District within said ten (10) day period.

H. WITHDRAWAL OF BID

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

I. ACCEPTANCE AND CONTRACT

The Owner will award both Projects to one Contractor in accordance with this section and, upon such award, enter into two (2) separate Contracts, one for the **Restroom/Concession Support Building Project and one for the Central Park Phase II Project**. Owner will award both Projects to the lowest most responsible and responsive Bidder, as determined by Owner, considering the total of the base bids for both Projects. 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. Owner will also evaluate Bidder's compliance with public policies of the federal, state and local government which includes, among other things, compliance with the equal opportunity and nondiscrimination laws, the five affirmative steps described in 2 C.F.R. § 200.321(b), and applicable prevailing wage laws and regulations.

Consideration will also be given to Bidders which have a satisfactory record of integrity and business ethics. Bidders that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension), will be rejected and cannot receive contract award at any level.

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 or to award Alternates separately, to the Bidder providing the lowest responsible bid for the respective Alternate.

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 each Contract. The successful Bidder to whom the Contracts are awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of each Contract, along with all required insurance and surety documents within ten (10) days after presentation of the Contracts for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contracts, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contracts and forfeit the Bid Security.

Restroom/Concession Support Building Project. For the **Restroom/Concession Support Building Project**, the Invitation to Bid (as applicable), Instructions to Bidders (as applicable), General Conditions, Supplementary Conditions, Vendor's Compliance and Certification Attachment and Substance Abuse Prevention Program Certification, State of Illinois Business Enterprise Program Minorities, Females, Persons with Disability Participation and Utilization Plan and related documents, Federal Contract Provisions, Federal Davis Bacon Prevailing Wage Requirements, the Prevailing Wage Determination and Supersedes Notice, and the following documents applicable to the **Restroom/Concession Support Building Project**, shall comprise the Bid Documents: Special Conditions, Drawings, Specifications, Contractor Bid Form, and Addenda, if any. The Bid Documents for the **Restroom/Concession Support Building Project**, together with the Standard Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A104-2017, for the **Restroom/Concession Support Building Project**, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond provided for the **Restroom/Concession Support Building Project** and proof of insurance comprise the Contract Documents.

Central Park Phase II Project. For the **Central Park Phase II Project**, the Invitation to Bid (as applicable), Instructions to Bidders (as applicable), General Conditions, Supplementary Conditions, Vendor's Compliance and Certification Attachment and Substance Abuse Prevention Program Certification, the Prevailing Wage Determination and Supersedes Notice, and the following documents applicable to the **Central Park Phase II Project** shall comprise the Bid Documents: Special Conditions, Drawings, Specifications, Contractor Bid Form, and Addenda, if any. The Bid Documents for the **Central Park Phase II Project**, together with the Standard Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A104-2017, the **Central Park Phase II Project**, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond provided for the **Central Park Phase II Project** 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 each Contract and shall decide all questions which may arise relative to the execution of each 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 respective 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 Architect. Address all communications as follows: 1) for the **Restroom/Concession Support Building Project**, to jlietz@cvgarchitects.com; and 2) for the **Central Park Phase II Project**, to mkelly@uplanddesign.com. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contracts 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 he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

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

L. SUBSTITUTIONS DURING BIDDING

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

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

The Architect or the Park District may request additional information or documentation necessary for evaluation of the request for substitution. Bidders will be notified of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. The 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 or Park District will be considered non-responsive and rejected. The Architect and Park District reserve the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

**CONDITIONS OF THE CONTRACT
OAK BROOK PARK DISTRICT
CENTRAL PARK PHASE II PROJECT AND
RESTROOM/CONCESSION SUPPORT BUILDING PROJECT**

GENERAL CONDITIONS

The General Conditions for both the **Restroom/Concession Support Building Project** and the **Central Park Phase II Project** are the General Provisions included Standard Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A104-2017, as modified by the Park District, as modified by the Park District and included in these Bid Documents (the “General Conditions”).

SUPPLEMENTARY CONDITIONS

The General Conditions for both the **Restroom/Concession Support Building Project** and the **Central Park Phase II Project** are hereby amended to include the following conditions. In the event of conflict, the conditions most favorable to Owner shall control.

1. 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.

2. 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.

3. 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.

4. 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 for each Contract awarded hereunder.

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 and \$2,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

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

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

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

The amount of the Bidder's liability under this insurance policy shall not be reduced by the existence of such other insurance.

If the Bidder maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

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

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

c. Business Auto and Umbrella Liability Insurance

The successful Bidder shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$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.

5. INDEMNIFICATION

To the fullest extent by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, its officers, officials, employees, volunteers and agents, and the Architect and its employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would exist as any party or person described in the Contract. In any and all claims against the Owner or Architect by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not to limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by any Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by

reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

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

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

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

6. WARRANTY

- A. Unless otherwise specified by the General Conditions or the Specifications, the Work performed and the materials and equipment installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor and the Surety for a period of twelve (12) months from 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. The Contractor shall provide the Owner with manufacturer's warranties for all materials and equipment installed under the Contract.

7. PAYMENT

The Owner will pay the Contractor as follows and as more specifically as set forth in Article 4 of the Agreement and Article 15 of the General Conditions:

- A. Progress Payments. Provided that an Application for Payment, which is in proper form and accompanied by required supporting documents and submittals, is received by the Architect and certified for payment by the Architect and not subsequently nullified by the Owner in accordance with the Contract Documents, the Owner shall make payment of the amount certified to the Contractor in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Contractor is solely responsible for any delays in payment due in whole or in part to Contractor's failure to submit its payment application timely, in proper form and accompanied by all supporting documents and submittals required under the Contract.
- B. Retainage. For each progress payment made prior to Final Completion of the Work, the Owner will withhold ten percent (10%) as retainage, from the payment otherwise due.
- C. Final Payment. The Owner's final payment to the Contractor for Work properly performed shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1

et seq., after the Owner's receipt from the Architect of the Architect's final Certificate for Payment.

SPECIAL CONDITIONS FOR RESTROOM/CONCESSION SUPPORT BUILDING PROJECT

1. The Work for the **Restroom/Concession Support Building Project** shall commence no later than March 13, 2023 or on such earlier date upon notice from Owner, weather permitting. Contractor shall achieve Substantial Completion on or before July 21, 2023 and shall achieve Final Completion on or before August 11, 2023.
2. Central Park shall remain open to the public for the duration of the Project. As such, Contractor shall maintain the Project site in a manner that ensures safe access to the park's amenities by the public, Park District staff and others requiring access to the park. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
3. This Project is being supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of Treasury. Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives as required by the Grant Agreement, as defined below.
4. Based on the terms of the Grant Agreement between Owner and the Illinois Department of Commerce and Economic Opportunity (the "Grant Agreement"), Owner must complete this Project on or before March 30, 2024 and, as a result, Contractor hereby agrees and understands that Contractor's failure to meet the Substantial Completion and Final Completion Dates as specified in the Contract Documents shall be a material breach of this Agreement.
5. In accordance Federal Procurement Standard Regulations (2 CFR 200.327, Appendix II to Part 200), Owner reserves all rights and privileges under the applicable laws and regulations in the event of breach of contract by Contractor.
6. Pursuant to Federal Procurement Standard Regulations (2 CFR 200.327, Appendix II to Part 200), Owner reserves the right to immediately terminate any agreement in excess of \$10,000 for this Project in the event of a breach or default of the agreement 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; (2) make any payments owed; or (3) otherwise perform in accordance with the Contract Documents. Owner also reserves the right to terminate the Contract immediately, with written notice to Contractor for convenience, if Owner believes, in its sole discretion that it is in the best interest of Owner to do so. Contractor will be compensated for Work performed and accepted and goods accepted by Owner as of the termination date if the Contract is terminated for convenience by Owner. Any award under this bid is not exclusive and Owner reserves the right to purchase goods and services from other contractors when it is in Owner's best interest.

7. Contractor shall provide all duly authorized State government representatives access to any documents, papers and records of the Contractor for the purpose of making audit, examination, excerpts and transcriptions.
8. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned rented or personally owned vehicles.
9. Pursuant to Executive Order No 13513, 74 FR 51225 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
10. Contractor shall retain all Project records in in an organized, safe, and secure location during the Construction Phase until December 31, 2031 pursuant to the Grant Agreement. Upon Owner's request at any time, Contractor shall promptly provide Owner with access to original Project records, and copies of Project Records if requested. Contractor hereby agrees to cooperate with Owner's accountants and auditors with respect to all Project records.

SPECIAL CONDITIONS FOR CENTRAL PARK PHASE II PROJECT

1. The Work for the **Central Park Phase II Project** shall commence no later than March 6, 2023 or on such earlier date upon notice from Owner, weather permitting. Work on the soccer fields may not commence until June 5, 2023, weather permitting. Contractor shall achieve Substantial Completion on or before July 21, 2023 and shall achieve Final Completion on or before August 11, 2023.
2. Central Park shall remain open to the public for the duration of the Project. As such, Contractor shall maintain the Project site in a manner that ensures safe access to the park's amenities by the public, Park District staff and others requiring access to the park. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
3. This Project is being financed, in part, with funds from the Illinois Department of Natural Resources' "Open Space Lands Acquisition & Development" (OSLAD) grant program. Based on the terms of the OSLAD grant, Owner must complete this Project on or before September 30, 2024 and, as a result, Contractor hereby agrees and understands that Contractor's failure to meet the Substantial Completion and Final Completion Dates as specified in the Contract Documents shall be a material breach of this Agreement.
4. Contractor shall coordinate with Owner to accommodate the following as needed: a) IDNR representatives shall have access to the Project site to make periodic inspections as construction progresses; b) IDNR representatives shall have access to all Project materials; and c) IDNR shall have the right to inspect the completed Project prior to Project acceptance and grant reimbursement to the Owner.

5. Contractor shall provide all duly authorized State government representatives access to any documents, papers and records of the Contractor for the purpose of making audit, examination, excerpts and transcriptions.
6. The Contractor shall keep full and accurate records, in accordance with sound accounting principles, of all labor and material costs incurred, items billed, and all other expenditures, costs, liabilities and obligations incurred in connection with the performance of the Work, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract, which records shall be open to audit by the Owner or its authorized representatives during performance of the Work and for the length of time established by law or four years, whichever is longer, from the date of final payment to Contractor or termination of this Contract. In addition, the Contractor shall make it a condition of all Subcontracts relating to the Work that all Subcontractors will keep accurate records of costs incurred and items billed in connection with their work and that such records shall be open to audit by the Owner or its authorized representatives during performance of the Work and for the length of time established by law or four years, whichever is longer, from the date of final payment to Contractor or termination of this Contract.
7. In accordance with the OSLAD grant, at least 50% of Contractor's labor hours must be performed by actual residents of the State of Illinois.
8. In accordance with the OSLAD grant, Contractor must comply with the Illinois Works Job Program Act, 30 ILCS 559/20-1 *et seq.*, which requires compliance with the Illinois Works Apprenticeship Initiative.

Bid Form for Restroom/ Concession Building

***THIS BID WORKSHEETS ARE AVAILABLE FOR DOWNLOAD IN EXCEL BY VISITING**

<https://www.obparks.org/bids-rfps>

Contractor may use the form-fillable versions in Excel and insert the completed worksheets into the bid packet before the bid form.

Oak Brook Park District Central Park -
Restroom / Concession support building
Project

Bidding Contractor

	Cost	Sub-Totals	Total	
Division 1: General Conditions			\$0.00	
Site Conditions		\$0.00		
Dumpsters	\$0.00			
Cleanup, Labor to keep site clean, street sweep, final project clean	\$0.00			
Site surveys and layout including J.U.L.I.E. and private locates	\$0.00			
Material testing	\$0.00			
portable toilets	\$0.00			
Contractor trailer / Temp Electric / supplies	\$0.00			
SWPPP observations and report in Compliance with NPDES	\$0.00			
Misc		\$0.00		
Insurance	\$0.00			
OH&P	\$0.00			
Division 2: Site Construction			\$0.00	
Demolition		\$0.00		
Sidewalk / tree/catch basin / sanitary / storm / asphalt pavement	\$0.00			
New construction		\$0.00		
Earth excavation (site related)	\$0.00			
Silt Fence / inlet protection	\$0.00			
Wet Utilities (excavation and install - Water, Storm, and Sanitary including all structures, vaults)	\$0.00			
Dry utilities (all work associated with Electric / Fiber connection from meter to building)	\$0.00			
Restoration	\$0.00			
Division 3: Concrete			\$0.00	
Basic Concrete Materials & Methods		\$0.00		
Excavation (building related)	\$0.00			
Concrete placement including but not limited to: form-work /sub-grade / insulation / reinforcing / finishing	\$0.00			
Division 4: Masonry			\$0.00	
Basic Masonry Materials & Methods		\$0.00		
CMU material cost	\$0.00			
Stone material cost	\$0.00			
Masonry placement including but not limited to: reinforcing / lintels / flashing / venting / insulation / fluid applied barriers / clean-up	\$0.00			
Division 5: Steel and metal fabrication			\$0.00	
Basic Steel fabrication and installation		\$0.00		
structural steel components and erection including setting and anchor plates / repair paint	\$0.00			
trellis / canopy anchoring and suspension systems	\$0.00			
Division 6: Rough and finish carpentry			\$0.00	
Rough Carpentry		\$0.00		
Pre-engineered wood trusses and misc. carpentry (design / fabrication / install)	\$0.00			
exterior trellis / finish carpentry work	\$0.00			

Division 7: Thermal & Moisture Protection	\$0.00	\$0.00	\$0.00	
Water repellents	\$0.00			
Thermal Insulation	\$0.00			
Exterior Insulation Systems	\$0.00			
Fluid applied membrane barriers	\$0.00			
Asphalt, metal roofing and accessories				
Division 8: Doors & Windows			\$0.00	
Windows, Doors, Frames & Hardware		\$0.00		
Hollow Metal Doors, access doors, ladders, frames and hardware	\$0.00			
Over head and coiling doors	\$0.00			
windows	\$0.00			
Division 9: Finishes			\$0.00	
Gypsum Board		\$0.00		
systems Paint / stain		\$0.00		
Division 10: Specialties			\$0.00	
Toilet partitions and accessories		\$0.00		
signage		\$0.00		
		\$0.00		
Division 12: Furnishings			\$0.00	
Concessions equipment		\$0.00		
Division 21: Fire Suppression			\$0.00	
Division 22: Plumbing			\$0.00	
Plumbing		\$0.00		
Division 23: Mechanical			\$0.00	
HVAC		\$0.00		
Division 26:			\$0.00	
Electrical		\$0.00		
Electrical		\$0.00		
Lighting				
TOTAL PROJECT BID			\$0.00	

BID FORM
OAK BROOK PARK DISTRICT
RESTROOM/CONCESSION SUPPORT BUILDING 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

EMAIL ADDRESS

FOR: Restroom/Concession Support Building Project

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

- A. That the 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 the Bidder 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. That the Owner will award the Projects to one Contractor and, upon such award, the successful Bidder will enter into two (2) separate Contracts with Owner, one for the **Restroom/Concession Support Building Project** and one for the **Central Park Phase II Project**.

- F. To hold the bid open for ninety (90) days subsequent to the date of the bid opening;
- G. To enter into and execute Contracts 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.
- H. 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;
- I. 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 each Contract;
- J. 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 Bidder is responsible for verifying all quantities and/or perform its own quantity take off of work items.

The Work for the Restroom/Concession Support Building Project shall commence no later than March 13, 2023, or on such earlier date upon notice from Owner, weather permitting. Contractor shall achieve Substantial Completion on or before July 21, 2023 and shall achieve Final Completion on or before August 11, 2023.

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

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Total Bid for Restroom/Concession Support Building \$ _____

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 _____, 202__.

_____	(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

Email

Phone

Bid Form for Phase II Project

***THIS BID WORKSHEETS ARE AVAILABLE FOR DOWNLOAD IN EXCEL BY VISITING**

<https://www.obparks.org/bids-rfps>

Contractor may use the form-fillable versions in Excel and insert the completed worksheets into the bid packet before the bid form.

Bid Proposal for:
Central Park Phase II

Contractor: _____
UPDATE: 2023/01/31

TO: Oak Brook Park District
Central Park Phase II
1450 Forest Gate Rd,
Oak Brook, Illinois 60523

Project # 1040

The undersigned bidder has carefully examined the plans and specifications for Oak Brook Park District Central Park Phase II, in Oak Brook, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:

SF = Square Feet

SY = Square Yard

FF = Finished Face

CF = Cubic Feet

CY = Cubic Yard

LF= Lineal Feet

LS = Lump Sum

BASE BID

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$	\$
2	Stormwater Pollution Prevention Measures	1	LS	\$	\$
3	Concrete Paving	9795	SF	\$	\$
4	Heavy Duty Concrete	6254	SF	\$	\$
5	Turfstone	210	SF	\$	\$
6	Curb and Gutter B6-12	13	LF	\$	\$
7	Curb at Challenge Course	145	LF	\$	\$
8	Poured in Place Surfacing	3826	SF	\$	\$
9	Artificial Turf	790	SF	\$	\$
10	Bocce Ball Court Edge and Nailer Board	178	LF	\$	\$
11	Painted Games	1	LS	\$	\$
12	4" Perf SDR26 Underdrainage	292	LF	\$	\$
13	4" Solid SDR26 Underdrainage	66	LF	\$	\$
14	Drain Cleanout	2	EA	\$	\$
15	12" PVC Yard Inlet	1	EA	\$	\$
16	6" dia. Metal Flared End Section	1	EA	\$	\$

Amphitheater Shelter					
17	Install Amphitheater Shelter (Purchase Kit by Owner)	1	LS	\$	\$
18	Conduit, Fish Wire, and GCFI at Amphitheater Shelter	1	LS	\$	\$
19	Pedestrian Light Fixture, Footings and Electrical Connection	5	EA	\$	\$
Pavilion and Amphitheater Wall / Columns					
20	Excavation for Pavilion and Amphitheater Wall/Columns	1	LS	\$	\$
21	Concrete Placement Including but not limited to: Form-Work, Sub-Grade, Reinforcing, and Finishing	1	LS	\$	\$
22	CMU Materials	1	LS	\$	\$
23	Stone / Cut Stone Material	1	LS	\$	\$
24	Masonry Placement Including but not Limited to: Reinforcing Flashing, Venting, and Clean Up	1	LS	\$	\$
25	Structural Steel Components and Erection Including Setting and Anchor Plates, Repair Paint, Gusset Plates. Tension Rods and Accessories	1	LS	\$	\$
26	Structural Wood Components Including Beams and Roof Decking	1	LS	\$	\$
27	Column Finishes and Misc Trim	1	LS	\$	\$
28	Water Repellents	1	LS	\$	\$
29	Fluid Applied Membrane Barriers	1	LS	\$	\$
30	Asphalt Roofing and Accessories	1	LS	\$	\$
31	Wood Stain	1	LS	\$	\$
32	Electrical at Pavilion	1	LS	\$	\$
33	Lighting at Pavilion	1	LS	\$	\$
34	Conduit, Fish Wire, and GCFI at Amphitheater Wall/Columns	1	LS	\$	\$
Fitness Equipment shall be purchased by Owner, Contractor shall take delivery and fully install.					
35	Fitcore Extreme Angled Balance Beam Double	1	LS	\$	\$
36	Fitcore Extreme Angled Overhead Ladder	1	LS	\$	\$
37	Fitcore Extreme Ledge Hanger	1	LS	\$	\$
38	Fitcore Extreme Quintuple Steps	1	LS	\$	\$
39	Fitcore Extreme A-Frame Cargo	1	LS	\$	\$
40	Fitcore Extreme High Step	1	LS	\$	\$
41	Fitcore Extreme Rope Climb	1	LS	\$	\$
42	Healthbeat Assisted Row/Push-Up	1	LS	\$	\$
43	Chin-Up Station	1	LS	\$	\$

Bid Proposal for:
Central Park Phase II

Contractor: _____
UPDATE: 2023/01/31

Site Furniture shall be purchased by Owner, Contractor shall take delivery and fully install.					
44	Skyways Cantilever Single Post Shade and Footing	2	EA	\$	\$
45	Game Table	3	EA	\$	\$
46	Ping Pong Table	1	EA	\$	\$
47	Picnic Table	6	EA	\$	\$
48	Bench	4	EA	\$	\$
49	Soccer Goals	2	SETS	\$	\$
50	Interpretive Sign	2	EA	\$	\$
Items below shall be purchased by Contractor, Contractor shall take delivery and fully install.					
51	Limestone Outcrop	190	SFF	\$	\$
52	Boulder Toe	1	LS	\$	\$
53	Shade Tree	26	EA	\$	\$
54	Protect and Relocate Existing Trees	8	EA	\$	\$
55	Ornamental Tree	4	EA	\$	\$
56	Deciduous Shrub	6	EA	\$	\$
57	Evergreen Shrub	13	EA	\$	\$
58	Perennial and Ornamental Grass	786	EA	\$	\$
59	Ground Cover	385	EA	\$	\$
60	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$	\$

Base Bid Total \$ _____

Base Bid in Writing:

ALTERNATE #1: Irrigation at Sports Fields - 2 Soccer Fields

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A1-1	All wiring, grounding, rotors, valves, pvc lines and misc. for a complete irrigation system at the <u>Sports Fields</u> including Site Preparation, Removals & Earthwork	1	LS	\$	\$
Add A1-2	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$	\$

Alternate #1 Bid Total \$ _____

Alternate #1 Bid in Writing:

ALTERNATE #2: Specialty Paving at Amphitheater

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Deduct A2-1	Concrete Paving	-1543	SF	\$	\$
Add A2-2	Concrete Paving - Colored	1071	SF	\$	\$
Add A2-3	Unit Paving on Concrete - Pedestrian	472	SF	\$	\$
Add A2-4	Precast Medallion	1	LS	\$	\$

Alternate #2 Bid Total \$ _____

Alternate #2 Bid in Writing:

Bid Proposal for:
Central Park Phase II

Contractor: _____
UPDATE: 2023/01/31

ALTERNATE #3: Irrigation at Amphitheater

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A3-1	All wiring, grounding, rotors, valves, pvc lines and misc. for a complete irrigation system at the <u>Amphitheater</u> including Site Preparation, Removals & Earthwork	1	LS	\$	\$
Add A3-2	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$	\$

Alternate #3 Bid Total \$ _____

Alternate #3 Bid in Writing:

ALTERNATE #4: Electrical at Amphitheater Shelter and Wall

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A4-1	Wiring at Amphitheater Shelter and Wall for Complete and Functional System	1	LS	\$	\$
Add A4-2	Purchase and Install Illumiline ML	12	EA	\$	\$
Add A4-3	Purchase and Install Illumipod SL	2	EA	\$	\$
Add A4-4	Purchase and Install Illumipanel ML	9	EA	\$	\$

Alternate #4 Bid Total \$ _____

Alternate #4 Bid in Writing:

End of Bid Items - Fill out remainder of forms.
Provide 2 copies of bid form.

CONTRACTOR: _____

CONTACT: _____ SIGNATURE: _____

PHONE: _____ FAX: _____

ADDRESS: _____

List Surety Company Which Contractor will be using for Performance and Payment Bonds: _____

BID FORM
OAK BROOK PARK DISTRICT
CENTRAL PARK PHASE II 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

EMAIL ADDRESS

FOR: Central Park Phase II Project

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

- A. That the 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 the Bidder 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. That the Owner will award the Projects to one Contractor and, upon such award, the successful Bidder will enter into two (2) separate Contracts with Owner, one for the **Restroom/Concession Support Building Project** and one for the **Central Park Phase II Project**.
- F. To hold the bid open for ninety (90) days subsequent to the date of the bid opening;

- G. To enter into and execute Contracts 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.
- H. 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;
- I. 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 each Contract;
- J. 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 Bidder is responsible for verifying all quantities and/or perform its own quantity take off of work items.

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

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

Total Base Bid for Phase II Project \$ _____

Total Bid for Phase II Project Alternate #1 \$ _____

Total Bid for Phase II Project Alternate #2 \$ _____

Total Bid for Phase II Project Alternate #3 \$ _____

Total Bid for Phase II Project Alternate #4 \$ _____

The Work for the **Central Park Phase II Project** shall commence no later than March 6, 2023 or on such earlier date upon notice from Owner, weather permitting. Work on the soccer fields may not commence until June 5, 2023, weather permitting. Contractor shall achieve Substantial Completion on or before July 21, 2023 and shall achieve Final Completion on or before August 11, 2023.

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 _____, 202__.

_____	(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

Email

Phone

LIST OF SUBCONTRACTORS FOR
RESTROOM/CONCESSION SUPPORT BUILDING PROJECT

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.		

LIST OF SUBCONTRACTORS FOR CENTRAL PHASE II PROJECT

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

Subcontractor Name & Address Classification of Work Amount of Subcontract

1.		
2.		
3.		
4.		

BIDDER'S REFERENCE LIST

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

1.

<hr/>	
Name of Park District, School District, or Municipality	
<hr/>	
Contact Person	
<hr/>	
<hr/>	<hr/>
Phone Number	E-Mail
<hr/>	
<hr/>	<hr/>
Description of Work performed	Project Value
2.

<hr/>	
Name of Park District, School District, or Municipality	
<hr/>	
Contact Person	
<hr/>	
<hr/>	<hr/>
Phone Number	E-Mail
<hr/>	
<hr/>	<hr/>
Description of Work performed	Project Value
3.

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

Vendor's Compliance and Certification Attachment

NOTE: Vendor must submit an executed copy of this Attachment for both the Central Park Phase II Project and for the Restroom/Concession Support Building Project; the executed Attachment will be incorporated as part of the Contract awarded for each respective Project.

Vendor acknowledges and agrees that compliance with the provisions contained herein ("Standard Certifications") for the term of the Contract and any renewals is a material requirement and condition of this Contract. By executing this Contract, Vendor certifies compliance with these Standard Certifications, and is under a continuing obligation to remain in compliance and report any non-compliance.

These Standard Certifications apply to subcontractors used on this Contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using this form.

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, the Age Discrimination Act, and applicable rules in performance of this contract. Vendor also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements include ensuring that Vendor does not deny benefits or services, or otherwise discriminate on the basis of race, color national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and general identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (42 USC 2000a-2000a-2000h-6) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 et seq.) and the Treasury's implementing regulations at 31 CFR Part 23.

3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
11. Vendor agrees that payments made by Vendor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, Vendor agrees that payments made by Vendor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).
12. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate

later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

13. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
14. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five year and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
15. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
16. Vendor certifies it is **not** in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
17. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
18. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
19. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
20. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head IDCEO grants an exception. 30 ILCS 565.
21. Vendor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Vendor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Vendor.
22. Drug Free Workplace
 - 22.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 22.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

23. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations promulgated under that Act (15 CFR Parts 730 through 774). 30 ILCS 582.
24. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4. Vendor also certifies that no officers or employees of the Vendor have been so convicted and that Vendor is not the successor company or a new company created by the officers or owners of one so convicted. Vendor 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.
25. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including but not limited to 44 Ill. Admin. Code Part 750, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies 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 Vendor'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. 775 ILCS 5/2-105. Vendor 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. Vendor certifies it complies with the Public Works Employment Discrimination Act, 775 ILCS 10/1 *et seq.*
26. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
27. Vendor certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
28. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
29. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
30. Vendor certifies that it and any sub-contractors shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).
31. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Illinois Executive Order No. I (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

32. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

33. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements. In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

_____ Vendor is not required to register as a business entity with the State Board of Elections.

or

_____ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

34. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

35. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

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

A. _____ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. _____ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. _____ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. _____ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed

explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

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

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

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

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

39. Vendor shall comply with the requirements of the Davis-Bacon Act in performance of this contract, including the requirements set forth in the Federal Davis Bacon Prevailing Wage Requirements included in these bid documents. By entering into this contract, Vendor agrees: a) to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S Secretary of Labor; b) to pay wages not less than weekly; c) acknowledges that the prevailing wage information was included in the bid package; d) to familiarize itself with and strictly comply with 40 U.S.C. 3141-3148, as supplemented by U.S. Department of Labor regulations 29 CFR Part 3, in connection with this project; and e) to provide District with Department of Labor certified payroll information pursuant to the Act.

40. By entering into this contract, Vendor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
41. Vendor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Vendor's Substance Abuse Prevention Program Certification is attached to and made a part of this Vendor Compliance and Certification Attachment.
42. (i) Vendor's proposal was made without any connection or common interest in the profits anticipated to be derived from the contract by Vendor with any other persons submitting any proposal for the contract; (ii) the contract terms are in all respects fair and the contract will be entered into by Vendor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Vendor's bid proposal or in contract; (iv) no officer or employee of Vendor 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; (v) the Vendor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Vendor. Additionally, the Vendor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
43. Vendor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Vendor further certifies that Vendor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
44. Vendor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) (FOIA) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Vendor shall within three (3) business days of said request, turn over to the FOIA Officer any record in the possession of the Vendor that is deemed a public record under FOIA. Vendor is entitled to reimbursement of any copying fees incurred in response to a FOIA request to the extent Owner is entitled to charge the requestor of the documents said fees under FOIA.
45. Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251-1387).
46. By entering into this contract, Vendor certifies compliance with all Federal Contract Provisions included in these bid documents.
47. Vendor makes the following representations and warranties:
- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Vendor's services and obligations under this contract;
 - (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this contract, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
 - (c) That to the best of Vendor's knowledge and belief, the Vendor, its principals and key project personnel:

- (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this contract, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
 - (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and
 - (iv) Have not had, within a three (3)-year period preceding this contract, any judgment rendered in an administrative, civil or criminal matter against the Vendor, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.
48. Vendor certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State of Illinois (30 ILCS 708/25(6)(G)).
49. Vendor certifies that is not debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Vendor also certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180.
50. The undersigned further certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of

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SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

NOTE: Contractor must submit an executed copy of this Certification for both the Central Park Phase II Project and for the Restroom/Concession Support Building Project; the executed Certification will be incorporated as part of the Contract awarded for each respective Project.

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)

Signature of Authorized Representative

Dated:

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)

Signature of Authorized Representative

Dated:

Notice of Prevailing Wage

PREVAILING WAGE DETERMINATION AND SUPERSEDES NOTICE

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.

Federal Davis-Bacon Prevailing Wage Requirements

The federal Davis Bacon prevailing wages and State of Illinois prevailing wages apply to the Restroom/Concession Support Building Project. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required

"General Decision Number: IL20220008 12/16/2022

Superseded General Decision Number: IL20210008

State: Illinois

Construction Types: Building and Residential

Counties: Du Page, Grundy, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

BUILDING AND RESIDENTIAL PROJECTS (does not include landscape projects).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
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<p>If the contract was awarded on between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 or generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/11/2022
3	02/25/2022
4	03/04/2022
5	06/10/2022
6	06/17/2022
7	06/24/2022
8	07/01/2022
9	07/08/2022
10	07/22/2022
11	07/29/2022
12	08/05/2022
13	08/19/2022
14	08/26/2022

15	10/07/2022
16	11/11/2022
17	12/02/2022
18	12/09/2022
19	12/16/2022

ASBE0017-005 06/01/2021

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 51.80	30.60
Fire Stop Technician.....	\$ 41.44	27.85
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 38.85	27.85

BOIL0001-003 05/01/2021

DU PAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 52.61	33.07

BRIL0014-001 06/01/2021

DU PAGE, GRUNDY, LAKE, and WILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 48.56	34.05

BRIL0021-002 06/01/2021

	Rates	Fringes
MARBLE SETTER.....	\$ 47.71	33.20

BRIL0021-008 06/01/2021

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 48.38	30.79
TILE FINISHER.....	\$ 42.80	26.97
TILE SETTER.....	\$ 49.75	30.79

BRIL0021-010 06/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.95	26.03

BRIL0027-002 06/01/2016

KANE, KENDALL, and MCHENRY COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.88	26.62

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 52.01	38.85
Heavy & Highway.....	\$ 52.01	38.85

CARP0555-004 10/01/2022

Residential

DU PAGE and LAKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 44.11	34.47

CARP0555-006 06/01/2022		

WILL COUNTY

BUILDING

	Rates	Fringes
Carpenter; Millwright; Piledrivermen.....	\$ 52.01	41.41

CARP0555-007 10/01/2022		

WILL COUNTY

RESIDENTIAL

	Rates	Fringes
CARPENTER.....	\$ 44.11	34.47

CARP0555-009 06/01/2022		

KANE, KENDALL, AND McHENRY COUNTIES

BUILDING

	Rates	Fringes
CARPENTER Carpenter, Floor Layer, Lather, Millwright, and Piledriver.....	\$ 52.01	38.86

CARP0555-010 10/01/2022		

KANE, KENDALL, and McHENRY COUNTIES

RESIDENTIAL

Rates	Fringes
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CARPENTER.....\$ 44.11 34.47

CARP0555-012 10/01/2022

GRUNDY COUNTY

Rates Fringes

CARPENTER

Carpenter, Millwright,
Piledriver, and Soft Floor
Layer

Building..... \$ 52.01 38.86

Residential..... \$ 44.11 34.47

ELEC0009-002 05/29/2022

WILL COUNTY

Rates Fringes

Line Construction

Groundman.....\$ 45.44 61.70%

Lineman and Equipment

Operator..... \$ 58.25 61.70%

ELEC0117-002 05/30/2022

KANE (Northern Half) and McHENRY COUNTIES

Rates Fringes

ELECTRICIAN

Building.....\$ 53.43 38.39%+17.55

ELEC0117-003 10/31/2022

KANE (Northern Half), and McHENRY COUNTIES

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN.....\$ 44.56 32.11

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0117-004 08/29/2022

KANE (Northern Half) and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN		
Residential.....	\$ 44.40	34.00

ELEC0150-002 10/31/2022

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 42.82	45.77
Residential.....	\$ 43.02	35.02

ELEC0150-003 10/31/2022

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 41.20	35.85

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable,

and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0176-003 06/01/2021

Grundy and Will Counties

	Rates	Fringes
ELECTRICIAN		
Residential.....	\$ 43.97	32.42

ELEC0176-008 06/21/2021

GRUNDY and WILL COUNTIES

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 48.50	42.34

ELEC0176-015 06/01/2020

GRUNDY and WILL COUNTIES

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 38.50	32.81

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0461-002 05/30/2022

KANE (Southern Half) AND KENDALL COUNTIES

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 51.84	38.38
Residential.....	\$ 43.26	30.42

ELEC0461-005 11/01/2021

KANE (Southern Half), AND KENDALL COUNTIES

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 42.17	32.58

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC0701-002 11/04/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 41.00	105.86%
Residential.....	\$ 39.60	81.43%

ELEC0701-003 07/05/2021

DU PAGE COUNTY

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 34.71	116.63%+.10

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEV0002-002 01/01/2022

DU PAGE, KANE, KENDALL, LAKE, & WILL COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 62.47	36.885+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

* ELEV0015-002 01/01/2022

McHENRY COUNTY

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.60	36.885+a+b

FOOTNOTES:

- a. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for under 5 years of service.
- b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Veterans' Day and Christmas Day.

ELEV0055-001 01/01/2022

GRUNDY COUNTY

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.01	36.885+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for under 5 years of service.

B. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day & Christmas Day

* ENGI0150-026 06/01/2022

BUILDING and RESIDENTIAL

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 55.10	46.00
GROUP 2.....	\$ 53.80	46.00
GROUP 3.....	\$ 51.25	46.00
GROUP 4.....	\$ 49.50	46.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*;Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe

Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers and Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Brick Forklift; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick
Forklifts; Oilers *-Requires Oiler

IRON0001-014 06/01/2021

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock,
and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 54.76	41.45
Structural and Reinforcing..	\$ 54.51	41.45

IRON0063-003 06/01/2021

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK &
EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 52.13	39.47

IRON0063-004 06/01/2020

LAKE, DUPAGE (Eastern 1/4), and McHENRY (HEBRON, WOODSTOCK &
EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 44.42	29.73

IRON0136-002 07/01/2022

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK &
East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		

Machinery Erectors.....	\$ 47.00	40.54
Master Riggers.....	\$ 49.50	40.54

IRON0393-002 06/01/2021

DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY
(SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 48.83	39.84

IRON0444-002 06/01/2022

DUPAGE (ARGONNE & VIC), GRUNDY, KENDALL (Southern Part), and
WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.80	42.50

IRON0498-006 06/01/2021

McHENRY COUNTY (Northwest Part)

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

LABO0002-003 06/01/2018

DU PAGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.80	28.19
GROUP 4.....	\$ 42.82	28.19
GROUP 5.....	\$ 42.87	28.19
GROUP 6.....	\$ 42.92	28.19
GROUP 7.....	\$ 42.95	28.19
GROUP 8.....	\$ 43.05	28.19
GROUP 9.....	\$ 43.07	28.19
GROUP 10.....	\$ 43.17	28.19

GROUP 11.....	\$ 43.00	28.19
GROUP 12.....	\$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Building laborers, Plasterer tenders, Pumps for
Dewatering & other Unclassified Laborers

GROUP 2: Fireproofing and fire shop laborers

GROUP 3: Cement gun laborers and hose

GROUP 4: Chimney over 40 feet; Scaffold laborers;
Weldman-wreckers Burners

GROUP 5: Cement gun nozzle (gunite) laborers; Windlass and
capstan person

GROUP 6: Stone derrickmen and handlers

GROUP 7: Jackhammermen, Power driven concrete saws and other
power equipment

GROUP 8: Firebrick & boiler laborers

GROUP 9: Chimney on fire brick; Caisson Diggers; Well Point
system men

GROUP 10: Boiler setter plastic laborers

GROUP 11: Jackhammermen on fire brick work only

GROUP 12: Dosimeter (any device) monitoring nuclear
exposure); Asbestos abatement laborers; Toxic and Hazardous
waste removal laborers

LABO0075-001 06/01/2017

GRUNDY AND WILL COUNTIES

Rates	Fringes
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LABORER

GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.20	27.47
GROUP 3.....	\$ 41.28	27.47
GROUP 4.....	\$ 41.40	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.55	27.47
GROUP 7.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified

herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below

ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suited up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

LABO0149-001 06/01/2018

KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 41.65	28.19
GROUP 3.....	\$ 42.72	28.19
GROUP 4.....	\$ 41.65	28.19
GROUP 5.....	\$ 41.65	28.19
GROUP 6.....	\$ 41.90	28.19
GROUP 7.....	\$ 41.90	28.19
GROUP 8.....	\$ 41.60	28.19

LABORER CLASSIFICATIONS

GROUP 1 Common Laborer

GROUP 2 Power Vibrator

GROUP 3 Torchman (demolition only), Mortarmen

GROUP 4 Power Tamper

GROUP 5 Jackhammer & Airspade; Chainsaw, Swinging Stage and Boatswain Chair; Cement Gun Nozzleman; Hod Carrier; Plasterer Tender, and Tunnel Man

GROUP 6 Tile Layers; Bottom Men

GROUP 7 Caisson Laborers; Dynamiters

GROUP 8 Asbestos abatement laborers, Toxic and hazardous waste removal laborers, Dosimeter (any device) monitoring nuclear exposure

LABO0152-001 06/01/2017

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1	\$ 41.20	27.47
GROUP 2	\$ 41.28	27.47
GROUP 3	\$ 41.30	27.47
GROUP 4	\$ 41.40	27.47
GROUP 5	\$ 41.40	27.47
GROUP 6	\$ 41.43	27.47
GROUP 7	\$ 41.53	27.47
GROUP 8	\$ 41.55	27.47
GROUP 9	\$ 41.40	27.47
GROUP 10	\$ 41.75	27.47
GROUP 11	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: Building laborers; Plasterer tenders, General laborers (wrecking and demolition); Fireproofing and fire shop laborers

GROUP 2: Cement gun laborers and hose

GROUP 3: Chimney over 40 feet; Scaffold laborers; Wall men or wreckers

GROUP 4: Cement Gun nozzle (gunite) laborers

GROUP 5: Stone derrickmen and handlers

GROUP 6: Jackhammermen (tamperers & vibrators); Power driven concrete saws

GROUP 7: Firebrick & boiler laborer setters

GROUP 8: Chimney laborers (on fire brick); Caisson Diggers;
Well Point system men

GROUP 9: Windlass and capstan persons

GROUP 10: Boiler setter plastic laborers

GROUP 11: Dosimeter (any device) monitoring nuclear
exposure; Asbestos abatement laborers; Toxic and hazardous
waste removal laborers

PAIN0014-002 06/01/2022

GRUNDY, LAKE, and WILL COUNTIES

	Rates	Fringes
PAINTER		
Brush, Decorator, and		
Paperhanger.....	\$ 50.30	31.07

PAIN0027-003 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 48.75	41.32

PAIN0030-001 06/01/2022

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER		
Brush, Drywall		
Taper/Finisher,		
Sandblaster, and Spray.....	\$ 50.30	25.43

PLAS0005-003 07/01/2015

GRUNDY and WILL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0005-006 07/01/2015

DU PAGE COUNTY

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0011-008 06/01/2022

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 49.70	38.94

PLAS0011-012 06/01/2020

GRUNDY AND WILL COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.19	39.41

PLAS0011-014 06/01/2022

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 48.00	40.66
PLASTERER.....	\$ 48.65	40.51

PLAS0803-002 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03

 PLUM0093-001 06/01/2015

LAKE and McHENRY COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 45.76	26.92

 PLUM0130-002 06/01/2021

DUPAGE (Argonne National Laboratories and Fermi National Laboratory), GRUNDY & WILL COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.80	34.67

 PLUM0501-001 12/01/2013

DUPAGE (excluding Argonne National Laboratory and Fermi National Laboratory), KANE, and KENDALL (except the Mich-Wis Pumping Station in Milbrook, Silicas and Plant and Village of Newark, excludes Yorkville) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 41.20	29.15

 PLUM0597-001 06/01/2022

DUPAGE (Argonne National Laboratories, and Fermi National Laboratory), GRUNDY, LAKE, MCHENRY & WILL COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 53.00	37.62

 ROOF0011-004 12/01/2022

DUPAGE, KANE, KENDALL, LAKE, MCHENRY, and WILL COUNTIES

	Rates	Fringes
ROOFER.....	\$ 48.00	28.08

* ROOF0011-009 12/01/2022		

	Rates	Fringes
ROOFER.....	\$ 37.30	25.48

SFIL0281-002 07/01/2022		

DuPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 53.25	33.55

SHEE0073-003 06/01/2022		

LAKE COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 49.10	42.91

SHEE0073-004 06/08/2018		

LAKE COUNTY

	Rates	Fringes
Sheet Metal Worker		
ALUMINUM GUTTER WORK.....	\$ 31.32	37.02

SHEE0265-001 09/01/2020		

DU PAGE, GRUNDY, KANE, KENDALL, McHENRY, and WILL COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 50.33	33.14

* TEAM0179-001 06/01/2017

GRUNDY, KENDALL, and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 37.68	0.15+a
4 Axle Trucks.....	\$ 37.83	0.15+a
5 Axle Trucks.....	\$ 38.03	0.15+a
6 Axle Trucks.....	\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- a. 380.00 per week pension.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a
5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic

yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

State of Illinois BEP Requirements

**STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM
MINORITIES, FEMALES, PERSONS WITH DISABILITY
PARTICIPATION AND UTILIZATION PLAN
(APPLICABLE TO THE RESTROOM/CONCESSION SUPPORT
BUILDING)**

The following requirements applies to the Restroom/Concession Support Building Project.

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for state entities, and recipients of grant funding from state entities, contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), women (WBE or WMBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575. As a recipient of grant funding from the Illinois Department of Commerce and Economic Opportunity, the following BEP goals apply to the Restroom/Concession Support Building Project.

Contract Goal to be Achieved by Vendor: *This solicitation includes a specific BEP participation goal of 30% with 20% of the total dollar amount awarded to MBEs or WBE/WMBEs, with at least 10% of the total dollar amount awarded to WBE or WMBEs.*

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the Owner will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is an MBE and WBE/WMBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Subject to the cure procedure contained below, failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive and subject to rejection and/or disqualification in the Owner's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer**

prior to submission of the bid or offer to the Owner

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Owner may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Owner in submitting to interviews, allowing entry to places of business, providing further documentation, and soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the Bidder or offeror non-responsive or not responsible. **The Contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the Owner.**
3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Owner deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the

fee or commission is determined by Owner to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Owner to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Owner to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4 BEP certified vendors who are performing on contract as second and lower tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the prime Vendor can provide documentation indicating the utilization of these vendors.

5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Owner shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the Owner shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.

5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. Good Faith Effort Procedures: Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain, within the Utilization Plan, the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time and date of the bid deadline and must be enclosed and sealed with the bid or offer submission.

7. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract with Owner for the Restroom/Concession Support Building Project.** If Vendor

did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- 7.1.** Those who submit bids or offers shall be given ten (10) days after notice of deficiencies in vendor's Utilization Plan or vendor's good faith efforts to meet these BEP requirements to cure such deficiencies, except as mandated by federal law or regulation. 30 ILCS 575/4(e).
- 7.2.** The Utilization Plan may not be amended after contract execution without the Owner's prior written approval.
- 7.3.** **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Owner.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
- 7.4.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the Owner in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Owner shall notify BEP Council of the request to substitute a BEP certified vendor or change the Utilization Plan. The Owner reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
- 7.5.** Where Vendor has established the basis for the substitution to the Owner's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor or Vendor may perform the work.
- 7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Owner to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7.** A new BEP certified vendor agreement must be executed and submitted to the Owner within five business days of Vendor's receipt of the Owner's approval for the substitution or other change.
- 7.8.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Owner to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Owner shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

- 7.9.** The Owner will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Owner to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10.** The Owner reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

BEP Utilization Plan

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with bid for the Restroom/Concession Support Building Project

_____(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for _____, Illinois

Reference Number: DCEO Tourism Project 21-411008. We understand that all BEP subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- ☐ Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- ☐ Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- ☐ Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP

goal:

Name: _____

Title: _____

Telephone: _____

Email: _____

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved for the **Restroom/Concession Support Building Project**, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The Owner reserves the right to review and audit the results of the vendor's efforts as described below.

- ☐ Utilize the Sell2Illinois website: www2.illinois.gov/cms/business, and other resources, including but not limited to BEP assistance staff, local, state and federal minority or woman business assistance offices, and other organizations that provide assistance and recruitment and placement of diverse businesses, to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- ☐ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- ☐ Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- ☐ Make a portion of the work available to BEP certified vendors and select those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- ☐ Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- ☐ Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- ☐ Make efforts to assist interested BEP certified vendors in obtaining bonding, lines of credit or insurance as required by the Owner.
- ☐ Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- ☐ Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

**Sample Good Faith Efforts Contacts Log for Soliciting BEP Contractor/Subcontractor Participation
For the Restroom/Concession Support Building Project**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP contractors/ subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Grantee reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of Certified Vendor Firm	Date and Method of Contact	Scope of Work Solicited	Reason agreement was not reached

**BEP Utilization Plan for the
Restroom/Concession Support Building Project**

The following firms will be utilized to meet the goals of the BEP Program

Name of Firm	Contract Value	Description of Work	% of Goal
Total			

Federal Contract Provisions

FEDERAL CONTRACT PROVISIONS

(APPLICABLE TO THE RESTROOM/CONCESSION SUPPORT BUILDING)

This Project is being supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of Treasury. Contractor shall comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives. The following provisions are required and apply to all contracts for this Project. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Owner and the Owner's contractors for this Project shall contain the procurement provisions of Appendix II to Part 200, as applicable.

Equal Employment Opportunity

The equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" is incorporated by reference herein.

Affirmative

Contractor must take the following affirmative steps for subcontracting opportunities:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141- 3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once a week.
3. Contractor shall post the scale of wages to be paid in a prominent and easily accessible place on the Project site.

4. Owner may withhold from Contractor so much of accrued payments as the Owner considers necessary to pay to laborers and mechanics employed by Contractor or any subcontractor on the Work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the Work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or subcontractors or their agents.
5. Contractor must contain a provision requiring that subcontractors follow the wage determination incorporated into the Contract.
6. Contractor shall comply with the requirements set forth in the Federal Davis Bacon Prevailing Wage Requirements included in these bid documents.

Copeland Anti-Kickback Act

Contractor shall comply with the Copeland "Anti-Kickback" Act.

1. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. Subcontracts. Contractor and subcontractor shall insert in any subcontracts the clause above and such other clauses as may be required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
3. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12.

Contract Work Hours and Safety Standards Act

The following clauses shall apply to any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasurer, IDCEO or Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the U.S. Department Treasury Office, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 for this Project.

Clean Water Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.
2. Contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the U.S. Treasury Office, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Suspension and Debarment

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Solid Waste

1. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - b. Meeting Contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Domestic Preferences for Procurements

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Subcontracts

Contractor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

FEDERAL DAVIS BACON PREVAILING WAGE REQUIREMENTS

PLEASE NOTE: Both federal Davis Bacon prevailing wages and State of Illinois prevailing wages 820 ILCS 130/1 *et seq.* apply to this project. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required.

Federal posters can be obtained at <http://www.dol.gov/whd/regs/compliance/posters/davis.htm>.

Contractor shall comply with requirements of the Davis Bacon Act, including the following provisions. Additionally, the following clauses (1) through (10) of Section 5.5(a) of the Davis Bacon Act shall be inserted in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1 of the Davis Bacon Act. Do not modify, add to, or exclude any of the following:

§5.5

(a) Contract provisions and related matters.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii) (A) IDCEO, on behalf of the U.S. Department of Treasury, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The U.S. Department of Treasury award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and IDCEO agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Owner or IDCEO to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Owner shall refer the questions, including the views of all interested parties, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise Owner or will notify Owner within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(i) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(ii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. Owner or IDCEO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the

contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner. Such documentation shall be available upon request of IDCEO or the U.S. Department of Treasury. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub-recipient, for transmission to Owner, IDCEO, U.S. Department of Treasury, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Owner.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of Owner, IDCEO, U.S. Department of Treasury or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is

not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U.S. Department of Treasury may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

5.5 (b) Contract Work Hours and Safety Standards Act.

The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be included in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate

not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5.5 (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, contractor shall insert a clause requiring that the subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, contractor shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner, IDCEO and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

OWNER/CONTRACTOR AGREEMENT
(Restroom/Concession Support Building)

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-Three
(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)

Restroom/Concession Support Building Project

This Project includes construction of the following new amenities at the Owner's Central Park: construction of a new restroom, concession and storage building, and all other incidental and collateral work necessary to complete the Project in accordance with the Contract Documents.

This Project is being financed, in part, by the Illinois Department of Commerce and Economic Opportunity, Tourism Attractions & Festivals Grant, which is being supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of Treasury.

The Architect:

(Name, legal status, address and other information)

Charles Vincent George (CVG)
1245 E. Diehl Road, Suite 101
Naperville, IL 60563

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.

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

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23	COMPLIANCE WITH LAWS

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

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:

Init.

(Check one of the following boxes.)

- ☐ 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.)
- March 13, 2023

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: July 21, 2023

§ 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.

§ 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: August 11, 2023

§ 2.4.2 If the Contractor fails to achieve Final Completion as provided in this Section 2.4, 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

Init.

- [] 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)
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§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
NA	

(Paragraphs deleted)

§ 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:

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

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

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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.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

§ 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 accordance with the Contract Documents, is received by the Architect, certified by Architect and not subsequently nullified by Architect, the Owner, upon review and approval, 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% of the Contract Sum

§ 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, except for the 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 i Architect has issued the final Certificate for Payment and Owner has approved the same.

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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)

(Paragraph deleted)

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

(Paragraphs deleted)

Federal Contract Provisions and Federal Davis Bacon Prevailing Wage Requirements included in the Project Manual dated January 6, 2023 and attached to and incorporated herein as **Exhibit A**.

§ 6.1.3 The Supplementary, Special and other Conditions of the Contract are those included in the Project Manual dated January 6, 2023.

(Table deleted)

§ 6.1.4 The

(Paragraphs deleted)

Specifications are those included in the Project Manual dated January 6, 2023.

(Table deleted)

§ 6.1.5 The Drawings are those included in the Project Manual dated January 6, 2023.

(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.)

☐ Exhibit A, Determination of the Cost of the Work.

☐ 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:

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Title	Date	Pages
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[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Project Manual			

.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 , dated January 6, 2023, incorporated herein by reference.
- b. Contractor's Proposal, dated ___, 2023, attached to and incorporated as **Exhibit B** to this Agreement.
- c. Vendor's Compliance and Certification and Substance Abuse Prevention Program Certification, attached to and incorporated as **Exhibit C** to this Agreement.
- 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.
- e. Approved BEP Utilization Plan, a copy of which is attached to and incorporated as **Exhibit D** to this Agreement.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement, including, Federal Contract Provisions and Federal Davis Bacon Prevailing Wage Requirements, Approved BEP Utilization Plan, , Supplementary, Special 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.

§ 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 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.)

§ 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.

(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.

§ 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 Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the 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, using the Contractor's best skill and attention under the full-time 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.

§ 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, 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.

§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, or in any Certificate of Substantial or Partial Completion approved by the Owner, all warranties shall become effective on the date of Substantial

Completion of the entire Work unless otherwise approved by the Owner, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford 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, including any orders and regulations pertaining to COVID-19. 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 should have reasonably known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in carrying out its obligations pursuant to this Agreement, including but not limited to in accordance with Section 9.1.1., the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall not be included in the Contract Sum all allowances stated in the Contract Documents such allowances are for Project budget purposes only. In the event Owner directs the use of an allowance, or a portion thereof, included in the Project budget, a Change Order will be issued for the same. The amount of the Change Order shall reflect the Contractor's actual costs.

§ 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 by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, its officers, officials, employees, volunteers and agents, and the Architect and its employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would exist as any party or person described in the Contract. In any and all claims against the Owner or Architect by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not to limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by any Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

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

Init.

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

In the event of conflict between this Article 10 and Architect's Agreement with Owner (the "Architect Agreement"), the Architect Agreement shall control.

§ 10.1 The Architect will provide administration of the Contract as described in the Architect Agreement 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 as provided in the Owner-Architect Agreement, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent Project schedule, and (2) defects and deficiencies observed in 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 programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 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. Provided, however, that the Architect shall be responsible for promptly notifying Owner of the failure of the Contractor, Subcontractors or other persons performing or providing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 10.5 Based on the Architect's observations and evaluations of the progress and quality 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 Reserved.

§ 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.

Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor. The Architect will be the initial interpreter of the requirements of the Contract Documents; however, the Architect will consult with the Owner prior to making any such interpretations or issuing any approvals. The decisions of the Architect are binding on the Contractor, but are not binding on and may be overruled by the Owner. Anything to the contrary contained in the Contract Documents notwithstanding, the Architect shall be and is the representative of the Owner and not an independent arbiter of the Contract, and although the Architect shall be fully informed by the Contractor of the Contractor's performance under the Contract and consulted with regard to any decision and controversies, no decision of the Owner under the Contract shall be made by the Architect without the express written authority of the Owner.

§ 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 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.

§ 10.11 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.

§ 10.12 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.

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§ 14.4 The date of Substantial Completion is the date 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 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, within fourteen 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.

§ 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 as such, subject to only minor "Punch List" items which do not affect full use and enjoyment and the Contractor has completed all Work necessary in order for the Owner to receive all required occupancy permits.

"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 Punch List of items to be completed or corrected prior to final payment. Failure to include an item on such Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. 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.

§ 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. 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. 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 special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (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

(Paragraphs deleted)

The 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, including any orders and regulations pertaining to COVID-19. 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.

§ 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.

If the Contractor maintains higher limits than the minimums shown above, Owner requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

For Contractor's Continuing Completed Operations Liability Insurance:

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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 an additional insured 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 the Architect as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its elected and appointed officials, employees, volunteers and agents and Architect as additional insureds 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 and Architect'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. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

(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 If required by the Owner 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.

Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner for any and all extra Work incurred by the Architect as a result of the Contractor's default and to pay to Owner all attorneys' fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Contract to remedy Contractor's default.

§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.

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 one year 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. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a Subcontractor contrary to the Architect's or Owner's request or to the request of a governmental officer, or to the requirements of the Contract Documents or Governmental Requirements, and was therefore not

visible for inspection by the Architect, Owner or governmental officer, as applicable, at the time of inspection. 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 Reserved.

§ 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, by the Owner or Owner's 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.

§ 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.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Oak Brook Park District
Contact: Laure Kosey
Tel: 630-645-9535
Email: lkosey@obparks.org

Contact: Bob Johnson
Tel: 630-645-9540
Email: bjohnson@obparks.org

CVG
Jeff Lietz
Email: jlietz@cvgarchitects.com
Tel: 630-357-2023

§ 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 and has not notified Contractor for the reason for withholding payment, the Contractor may, as its sole remedy, upon fourteen additional days' notice to the Owner and the Architect, terminate this Agreement unless Owner cures prior to the expiration of the notice period, terminate the Contract 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)

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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 immediately 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 In accordance Federal Procurement Standard Regulations (2 CFR 200.327, Appendix II to Part 200), Owner reserves all rights and privileges under the applicable laws and regulations in the event of breach of contract by Contractor.

§ 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 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

(Paragraphs deleted)

cause, if Owner believes, in its sole discretion that it is in the best interest of Owner to do so. 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

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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. Any award under this bid is not exclusive and Owner reserves the right to purchase goods and services from other contractors when it is in Owner's best interest.

§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 equitable 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 Any adjustment made to the Contract Sum pursuant to Section 20.4.2 shall be subject to the provisions of Section 13.2.5.

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.

§ 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 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 agrees to waive any right which it may have to punitive damages from the Owner and agrees not to make any claim or demand for punitive damages against the Owner.

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 attorneys' 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.

§ 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 and Special 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 in accordance with the Contract Documents.

§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

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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.

§23.3.2 During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. **§23.4** This Project is being funded by a State grant administered by the Illinois Department of Commerce and Economic Opportunity (IDCEO) which requires participation goals for Minority Business Enterprise.

§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.

§23.6 Contractor shall comply with all Federal Contract Provisions and Federal Davis Bacon Act Prevailing Wage Requirements included in the Project Manual. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required.

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

OAK BROOK PARK DISTRICT

OWNER (Signature)

(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 13:08:38 ET on 01/03/2023.

PAGE 1

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

...

(Name, legal status, address and other information)

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

...

(Name, location and detailed description)

Restroom/Concession Support Building Project

This Project includes construction of the following new amenities at the Owner's Central Park: construction of a new restroom, concession and storage building, and all other incidental and collateral work necessary to complete the Project in accordance with the Contract Documents.

This Project is being financed, in part, by the Illinois Department of Commerce and Economic Opportunity, Tourism Attractions & Festivals Grant, which is being supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of Treasury.

...

(Name, legal status, address and other information)

Charles Vincent George (CVG)
1245 E. Diehl Road, Suite 101
Naperville, IL 60563
PAGE 3

21 CLAIMS AND DISPUTES

22 OTHER CONDITIONS OR PROVISIONS

23 COMPLIANCE WITH LAWS

PAGE 4

☒ Established as follows:

...

March 13, 2023

...

☒ By the following date: July 21, 2023

...

NA

...

§ 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: August 11, 2023

§ 2.4.2 If the Contractor fails to achieve Final Completion as provided in this Section 2.4, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

...

☒ Stipulated Sum, in accordance with Section 3.2 below

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NA

...

NA

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 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.)

§ 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. *(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.)

§ 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.)

§ 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:

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

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.

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.

§ 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.

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NA

...

§ 4.1.1 Based upon Applications for ~~Payment~~ 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 Owner ~~Payment, which is in proper form and accompanied by the required supporting documents and submittals in accordance with the Contract Documents, is received by the Architect, certified by Architect and not subsequently nullified by Architect, the Owner, upon review and approval, 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% of the Contract Sum

§ 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. 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~~ achieved Final Completion of the Work, except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

...

§ 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 i Architect has issued the final Certificate for Payment and Owner has approved the same.

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~~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:~~

(Insert the date of the E203 2013 incorporated into this Agreement.)

Federal Contract Provisions and Federal Davis Bacon Prevailing Wage Requirements included in the Project Manual dated January 6, 2023 and attached to and incorporated herein as Exhibit A.

§ 6.1.3 ~~The Supplementary and other Conditions of the Contract:~~

Supplementary, Special and other Conditions of the Contract are those included in the Project Manual dated January 6, 2023.

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 January 6, 2023.

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

§ 6.1.5 The Drawings: Drawings are those included in the Project Manual dated January 6, 2023.

...

Number

Title

Date

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See Project Manual

...

- a. Project Manual for , dated January 6, 2023, incorporated herein by reference.
- b. Contractor's Proposal, dated ____, 2023, attached to and incorporated as Exhibit B to this Agreement.
- c. Vendor's Compliance and Certification and Substance Abuse Prevention Program Certification, attached to and incorporated as Exhibit C to this Agreement.
- 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.
- e. Approved BEP Utilization Plan, a copy of which is attached to and incorporated as Exhibit D to this Agreement.

...

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Agreement, including Federal Contract Provisions and Federal Davis Bacon Prevailing Wage Requirements, Approved BEP Utilization Plan, , Supplementary, Special 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.

...

§ 7.5.1 ~~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.

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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.

...

§ 7.10 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.

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~~§ 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 Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the 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.

§ 9.1.3 ~~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, using the Contractor's best skill and ~~attention~~ attention under the full-time 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.

§ 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, 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.

§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 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, or in any Certificate of Substantial or Partial Completion approved by the Owner, all warranties shall become effective on the date of Substantial Completion of the entire Work unless otherwise approved by the Owner, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford 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.

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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, of the Work or having jurisdiction over the Work, including any orders and regulations pertaining to COVID-19. 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 should have reasonably known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in carrying out its obligations pursuant to this Agreement, including but not limited to in accordance with Section

9.1.1., the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

...

The Contractor shall include not be included 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. Documents such allowances are for Project budget purposes only. In the event Owner directs the use of an allowance, or a portion thereof, included in the Project budget, a Change Order will be issued for the same. The amount of the Change Order shall reflect the Contractor's actual costs.

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§ 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.

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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 shall waive any right of contribution 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, its officers, officials, employees, volunteers and agents, and the Architect and its employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by 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 of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1 otherwise reduce any other right or obligation of indemnity which would exist as any party or person described in the Contract. In any and all claims against the Owner or Architect by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not to limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by any Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Nothing contained herein shall be construed as prohibiting the Owner, its officers, employees or agents from Defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Owner's participation in its defense shall not remove the 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.
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§ 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.

In the event of conflict between this Article 10 and Architect's Agreement with Owner (the "Architect Agreement"), the Architect Agreement shall control.

§ 10.1 The Architect will provide administration of the Contract as described in the ~~Contract Documents~~ Architect Agreement 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, Contractor, 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 as provided in the Owner-Architect Agreement, or as otherwise agreed with the Owner,~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity ~~of the Work.~~ On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent Project schedule, and (2) defects and deficiencies observed in 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 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. Provided, however, that the Architect shall be responsible for promptly notifying Owner of the failure of the Contractor, Subcontractors or other persons performing or providing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 10.5 Based on the Architect's observations and evaluations of the progress and quality 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.

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§ 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.~~

Reserved.

§ 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.

Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor. The Architect will be the initial interpreter of the requirements of the Contract Documents; however, the Architect will consult with the Owner prior to making any such interpretations or issuing any approvals. The decisions of the Architect are binding on the Contractor, but are not binding on and may be overruled by the Owner. Anything to the contrary contained in the Contract Documents notwithstanding, the Architect shall be and is the representative of the Owner and not an independent arbiter of the Contract, and although the Architect shall be fully informed by the Contractor of the Contractor's performance under the Contract and consulted with regard to any decision and controversies, no decision of the Owner under the Contract shall be made by the Architect without the express written authority of the Owner.

...

§ 10.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 10.11 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.

§ 10.12 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.

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§ 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.

...

§ 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 contract 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.

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§ 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.

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§ 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.

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§ 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.

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§ 14.4 The date of Substantial Completion is the date 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 the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21. An extension of the Contract Time shall be the sole remedy of 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

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~~§ 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.~~

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§ 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-fourteen 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.

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.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.

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§ 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).

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§ 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, the Work for its intended use and has been accepted by Owner as such, subject to only minor "Punch List" items which do not affect full use and enjoyment and the Contractor has completed all Work necessary in order for the Owner to receive all required occupancy permits.

"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 Punch List of items to be completed or corrected prior to final payment. Failure to include an item on such list Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. 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.

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§ 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. 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 Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion with 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.

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§ 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 special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (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-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,~~

The 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.~~

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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-loss, including any orders and regulations pertaining to COVID-19. 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.

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§ 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.~~

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§ 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.

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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

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.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.

If the Contractor maintains higher limits than the minimums shown above, Owner requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

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.

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§ 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 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 an additional insured 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 Owner, its elected and appointed officials, employees, volunteers and agents and the Architect as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured Owner, its elected and appointed officials, employees, volunteers and agents and Architect as additional insureds 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 and Architect'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 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. The 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.~~

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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.

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§ 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 InsuranceProperty 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. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 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

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§ 17.3.3 If required by the Owner 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.

Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner for any and all extra Work incurred by the Architect as a result of the Contractor's default and to pay to Owner all attorneys' fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Contract to remedy Contractor's default.

§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.

§ 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 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. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a Subcontractor contrary to the Architect's or Owner's request or to the request of a governmental officer, or to the requirements of the Contract Documents or Governmental Requirements, and was therefore not visible for inspection by the Architect, Owner or governmental officer, as applicable, at the time of inspection. 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.

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§ 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. ~~Reserved.~~

§ 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, by the Owner or Owner's 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.

...

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.

...

Oak Brook Park District
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§ 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.

...

If the Architect-Owner fails to certify-make payment as provided in Section 15.4.1-4.1.3 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, upon seven-Contractor and has not notified Contractor for the reason for withholding payment, the Contractor may, as its sole remedy, upon fourteen additional days' notice to the Owner and the Architect, terminate this Agreement unless Owner cures prior to the expiration of the notice period, 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. 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.

.4 — 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 Contactor 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 immediately 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. In accordance Federal Procurement Standard Regulations (2 CFR 200.327, Appendix II to Part 200). Owner reserves all rights and privileges under the applicable laws and regulations in the event of breach of contract by Contractor.

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§ 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.)

cause, if Owner believes, in its sole discretion that it is in the best interest of Owner to do so. 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. Any award under this bid is not exclusive and Owner reserves the right to purchase goods and services from other contractors when it is in Owner's best interest.

§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 equitable 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 Any adjustment made to the Contract Sum pursuant to Section 20.4.2 shall be subject to the provisions of Section 13.2.5.

~~§ 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.

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~~§ 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-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.

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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.

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§ 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.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other agrees to waive any right which it may have to punitive damages from the Owner and agrees not to make any claim or demand for punitive damages against the Owner.

The Contractor 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 attorneys' 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.

§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 and Special 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 in accordance with the Contract Documents.

§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.

§23.3.2 During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. **\$23.4** This Project is being funded by a State grant administered by the Illinois Department of Commerce and Economic Opportunity (IDCEO) which requires participation goals for Minority Business Enterprise.

\$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.

§23.6 Contractor shall comply with all Federal Contract Provisions and Federal Davis Bacon Act Prevailing Wage Requirements included in the Project Manual. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required.

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OAK BROOK PARK DISTRICT

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 13:08:38 ET on 01/03/2023 under Order No. 2114337284 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Nicole Karas

(Signed)

(Title)

(Dated)

OWNER/CONTRACTOR AGREEMENT
(Central Park Phase II Project)



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-Three
(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)

Central Park Phase II Project

This Project includes construction of the following new amenities at the Owner's Central Park: new recreation features, shelter, and amphitheater, and all other incidental and collateral work necessary to complete the Project in accordance with the Contract Documents.

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

The Architect:

(Name, legal status, address and other information)

Upland Design, Ltd.
24042 Lockport Street
Plainfield, IL 60544

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.

The Owner and Contractor agree as follows.

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User Notes:

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

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:

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(Check one of the following boxes.)

☐ 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.)

March 6, 2023, provided that Work on the soccer fields may not commence until June 5, 2023, weather permitting

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: July 21, 2023

§ 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
NA

Substantial Completion Date

§ 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.

§ 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: August 11, 2023

§ 2.4.2 If the Contractor fails to achieve Final Completion as provided in this Section 2.4, 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

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- [] 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.)

§ 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)
------	-----------------------	-------------------------

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

(Identify each allowance.)

Item	Price
NA	

(Paragraphs deleted)

§ 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:

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

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

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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.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

§ 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 accordance with the Contract Documents, is received by the Architect, certified by Architect and not subsequently nullified by Architect, the Owner, upon review and approval, 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% of the Contract Sum

§ 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, except for the 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 i Architect has issued the final Certificate for Payment and Owner has approved the same.

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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)

(Paragraph deleted)

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

(Paragraphs deleted)

Reserved.

§ 6.1.3 The Supplementary, Special and other Conditions of the Contract are those included in the Project Manual dated January 6, 2023.

(Table deleted)

§ 6.1.4 The

(Paragraphs deleted)

Specifications are those included in the Project Manual dated January 6, 2023.

(Table deleted)

§ 6.1.5 The Drawings are those included in the Project Manual dated January 6, 2023.

(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.)

☐ Exhibit A, Determination of the Cost of the Work.

☐ 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:

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

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Project Manual			

.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 _____, dated January 6, 2023, incorporated herein by reference.
- b. Contractor's Proposal, dated ____, 2023, attached to and incorporated as **Exhibit A** to this Agreement.
- c. Vendor's Compliance and Certification and Substance Abuse Prevention Program Certification, attached to and incorporated as **Exhibit B** to this Agreement.
- 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, Supplementary, Special 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.

§ 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 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.)

§ 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.

(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.

§ 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.

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§ 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

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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 Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the 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, using the Contractor's best skill and attention under the full-time 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.

§ 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, 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.

§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, or in any Certificate of Substantial or Partial Completion approved by the Owner, all warranties shall become effective on the date of Substantial Completion of the entire Work unless otherwise approved by the Owner, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting

agency or authority in order to afford 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, including any orders and regulations pertaining to COVID-19. 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 should have reasonably known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in carrying out its obligations pursuant to this Agreement, including but not limited to in accordance with Section 9.1.1., the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall not be included in the Contract Sum all allowances stated in the Contract Documents such allowances are for Project budget purposes only. In the event Owner directs the use of an allowance, or a portion thereof, included in the Project budget, a Change Order will be issued for the same. The amount of the Change Order shall reflect the Contractor's actual costs.

§ 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 by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, its officers, officials, employees, volunteers and agents, and the Architect and its employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would exist as any party or person described in the Contract. In any and all claims against the Owner or Architect by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not to limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by any Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus consists of travel, long distance telephone and reproduction of documents. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Nothing contained herein shall be construed as prohibiting the Owner, its officers, employees or agents from Defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Owner's participation in its defense shall not remove the 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

In the event of conflict between this Article 10 and Architect's Agreement with Owner (the "Architect Agreement"), the Architect Agreement shall control.

§ 10.1 The Architect will provide administration of the Contract as described in the Architect Agreement 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 as provided in the Owner-Architect Agreement, or as otherwise agreed with the Owner, to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent Project schedule, and (2) defects and deficiencies observed in 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 programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 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. Provided, however, that the Architect shall be responsible for promptly notifying Owner of the failure of the Contractor, Subcontractors or other persons performing or providing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be

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aware of same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 10.5 Based on the Architect's observations and evaluations of the progress and quality 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 Reserved.

§ 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.

Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor. The Architect will be the initial interpreter of the requirements of the Contract Documents; however, the Architect will consult with the Owner prior to making any such interpretations or issuing any approvals. The decisions of the Architect are binding on the Contractor, but are not binding on and may be overruled by the Owner. Anything to the contrary contained in the Contract Documents notwithstanding, the Architect shall be and is the representative of the Owner and not an independent arbiter of the Contract, and although the Architect shall be fully informed by the Contractor of the Contractor's performance under the Contract and consulted with regard to any decision and controversies, no decision of the Owner under the Contract shall be made by the Architect without the express written authority of the Owner.

§ 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 approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the 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.

§ 10.11 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.

§ 10.12 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

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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

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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 is the date 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 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)

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§ 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, within fourteen 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.

§ 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 as such, subject to only minor "Punch List" items which do not affect full use and enjoyment and the Contractor has completed all Work necessary in order for the Owner to receive all required occupancy permits. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of the Owner's personnel in the operation of systems has been completed and documented, all final finishes within the Contract are in place and Contractor has completed all Work necessary in order for the Owner to obtain Illinois Department of Natural Resource's acceptance of the completed project and grant reimbursement.

"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 Punch List of items to be completed or corrected prior to final payment. Failure to include an item on such Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. 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.

§ 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. 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. 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 special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (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.

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(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, including any orders and regulations pertaining to COVID-19. 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.

§ 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.

If the Contractor maintains higher limits than the minimums shown above, Owner requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

For Contractor's Continuing Completed Operations Liability Insurance:

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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 an additional insured 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

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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 the Architect as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its elected and appointed officials, employees, volunteers and agents and Architect as additional insureds 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 and Architect'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. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

(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 If required by the Owner 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

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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.

Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner for any and all extra Work incurred by the Architect as a result of the Contractor's default and to pay to Owner all attorneys' fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Contract to remedy Contractor's default.

§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.

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 one year 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. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a Subcontractor contrary to the Architect's or Owner's request or to the request of a governmental officer, or to the requirements of the Contract Documents or Governmental Requirements, and was therefore not

visible for inspection by the Architect, Owner or governmental officer, as applicable, at the time of inspection. 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 Reserved.

§ 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, by the Owner or Owner's 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.

§ 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.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Oak Brook Park District
Contact: Laure Kosey
Tel: 630-645-9535
Email: lkosey@obparks.org

Contact: Bob Johnson
Tel: 630-645-9540
Email: bjohnson@obparks.org

Upland Design Ltd.
Contact: Michelle A. Kelley
Tel: 815-254-0091
Email: mkelly@uplanddesign.com

§ 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 and has not notified Contractor for the reason for withholding payment, the Contractor may, as its sole remedy, upon fourteen additional days' notice to the Owner and the Architect, terminate this Agreement unless Owner cures prior to the expiration of the notice period, terminate the Contract 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 immediately 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 Reserved.

§ 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 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

(Paragraphs deleted)

cause, if Owner believes, in its sole discretion that it is in the best interest of Owner to do so. 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.

Init.

§ 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. Any award under this bid is not exclusive and Owner reserves the right to purchase goods and services from other contractors when it is in Owner's best interest.

§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 equitable 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 Any adjustment made to the Contract Sum pursuant to Section 20.4.2 shall be subject to the provisions of Section 13.2.5.

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.

§ 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 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 agrees to waive any right which it may have to punitive damages from the Owner and agrees not to make any claim or demand for punitive damages against the Owner.

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 attorneys' 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.

§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 and Special 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 in accordance with the Contract Documents.

§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.

§23.3.2 During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

§23.4 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.

ARTICLE 24 • OSLAD Grant Requirements

§24.1 This Project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Open Space Lands Acquisition & Development" (OSLAD) grant program. Based on the terms of the OSLAD grant, Owner must complete this Project on or before September 30, 2024 and, as a result, Contractor hereby agrees and understands that Contractor's failure to meet the Substantial Completion and Final Completion Dates as specified in the Contract Documents shall be a material breach of this Agreement.

§24.2 In accordance with the OSLAD grant, at least 50% of Contractor's labor hours must be performed by actual residents of the State of Illinois.

§24.3 In accordance with the OSLAD grant, Contractor must comply with the Illinois Works Job Program Act, 30 ILCS 559/20-1 *et seq.*, which requires compliance with the Illinois Works Apprenticeship Initiative.

§24.4 All changes which involve either an increase or decrease the Contract Sum by \$10,000 or more, requires IDNR approval in addition to Owner's Board's approval before the change order is executed.

§24.5 Contractor shall coordinate with Owner to accommodate the following as needed: a) IDNR representatives shall have access to the Project site to make periodic inspections as construction progresses; b) IDNR representatives shall have access to all Project materials; and c) IDNR shall have the right to inspect the completed Project prior to Project acceptance and grant reimbursement to the Owner.

§24.6 Contractor shall provide all duly authorized State government representatives access to any documents, papers and records of the Contractor for the purpose of making audit, examination, excerpts and transcriptions.

§24.7 The Contractor shall keep full and accurate records, in accordance with sound accounting principles, of all labor and material costs incurred, items billed, and all other expenditures, costs, liabilities and obligations incurred in connection with the performance of the Work, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract, which records shall be open to audit by the Owner or its authorized representatives during performance of the Work and for the length of time established by law or four years, whichever is longer, from the date of final payment to Contractor or termination of this Contract. In addition, the Contractor shall make it a condition of all Subcontracts relating to the Work that all Subcontractors will keep accurate records of costs incurred and items billed in connection with their work and that such records shall be open to audit by

the Owner or its authorized representatives during performance of the Work and for the length of time established by law or four years, whichever is longer, from the date of final payment to Contractor or termination of this Contract.

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

OAK BROOK PARK DISTRICT

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

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.

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PAGE 1

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

...

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

...

Central Park Phase II Project

This Project includes construction of the following new amenities at the Owner's Central Park: new recreation features, shelter, and amphitheater, and all other incidental and collateral work necessary to complete the Project in accordance with the Contract Documents.

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

...

(Name, legal status, address and other information)

Upland Design, Ltd.
24042 Lockport Street
Plainfield, IL 60544

PAGE 2

21 CLAIMS AND DISPUTES

22 OTHER CONDITIONS OR PROVISIONS

23 COMPLIANCE WITH LAWS

PAGE 3

[X] Established as follows:

...

March 6, 2023, provided that Work on the soccer fields may not commence until June 5, 2023, weather permitting

...

☒ By the following date: July 21, 2023

...

NA

...

§ 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: August 11, 2023

§ 2.4.2 If the Contractor fails to achieve Final Completion as provided in this Section 2.4, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

...

☒ Stipulated Sum, in accordance with Section 3.2 below

PAGE 4

NA

§ 3.3 Cost of the Work Plus Contractor's Fee

~~**§ 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.)*~~

§ 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.~~

~~*(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.)~~

~~§ 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.)~~

§ 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:

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

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.

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.~~

~~§ 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 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 Owner Payment, which is in proper form and accompanied by the required supporting documents and submittals in accordance with the Contract Documents, is received by the Architect, certified by Architect and not subsequently nullified by Architect, the Owner, upon review and approval, 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% of the Contract Sum

~~§ 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. 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 achieved Final Completion of the Work, except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;~~

...

~~§ 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 i Architect has issued the final Certificate for Payment and Owner has approved the same.

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~~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:~~

~~(Insert the date of the E203 2013 incorporated into this Agreement.)~~

Reserved.

~~§ 6.1.3 The Supplementary and other Conditions of the Contract:~~

Supplementary, Special and other Conditions of the Contract are those included in the Project Manual dated January 6, 2023.

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 January 6, 2023.

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

~~§ 6.1.5 The Drawings: Drawings are those included in the Project Manual dated January 6, 2023.~~

...

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

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See Project Manual

...

- a. Project Manual for _____, dated January 6, 2023, incorporated herein by reference.
- b. Contractor's Proposal, dated _____, 2023, attached to and incorporated as Exhibit A to this Agreement.
- c. Vendor's Compliance and Certification and Substance Abuse Prevention Program Certification, attached to and incorporated as Exhibit B to this Agreement.
- 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.

...

The Contract Documents are enumerated in Article 6 and consist of this ~~Agreement (including, if applicable, Supplementary Agreement, including, Supplementary, Special~~ and other Conditions of the ~~Contract), 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.

...

~~§ 7.5.1 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.

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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.

...

§ 7.10 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.

...

~~§ 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.~~

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~~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 Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the 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.

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§ 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, using the Contractor's best skill and ~~attention~~, attention under the full-time 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.

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§ 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, 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.

§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, 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, or in any Certificate of Substantial or Partial Completion approved by the Owner, all warranties shall become effective on the date of Substantial Completion of the entire Work unless otherwise approved by the Owner, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford 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.

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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, of the Work or having jurisdiction over the Work, including any orders and regulations pertaining to COVID-19. 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 should have reasonably known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in carrying out its obligations pursuant to this Agreement, including but not limited to in accordance with Section 9.1.1., the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

...

The Contractor shall include not be included 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. Documents such allowances are for Project budget purposes only. In the event Owner directs the use of an allowance, or a portion thereof, included in the Project budget, a Change Order will be issued for the same. The amount of the Change Order shall reflect the Contractor's actual costs.

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§ 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.

...

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.

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§ 9.15.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution 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, its officers, officials, employees, volunteers and agents, and the Architect and its employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, any such claim, damage, loss or expense is caused in whole or in part by any intentional wrongful act or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by 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 of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1, otherwise reduce any other right or obligation of indemnity which would exist as any party or person described in the Contract. In any and all claims against the Owner or Architect by

any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph of the Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not to 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. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Nothing contained herein shall be construed as prohibiting the Owner, its officers, employees or agents from Defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Owner's participation in its defense shall not remove the 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.
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§ 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.

In the event of conflict between this Article 10 and Architect's Agreement with Owner (the "Architect Agreement"), the Architect Agreement shall control.

§ 10.1 The Architect will provide administration of the Contract as described in the ~~Contract Documents~~ Architect Agreement 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, Contractor, 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 as~~ provided in the Owner-Architect Agreement, or as otherwise agreed with the Owner, to become familiar with the

progress and quality of the portion of the Work completed, and to determine ~~in general~~, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity ~~of of~~ the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent Project schedule, and (2) defects and deficiencies observed in 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 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. Provided, however, that the Architect shall be responsible for promptly notifying Owner of the failure of the Contractor, Subcontractors or other persons performing or providing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.~~

~~§ 10.5 Based on the Architect's observations and evaluations of the progress and quality 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.~~

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~~§ 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.~~

~~Reserved.~~

~~§ 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.~~

Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor. The Architect will be the initial interpreter of the requirements of the Contract Documents; however, the Architect will consult with the Owner prior to making any such interpretations or issuing any approvals. The decisions of the Architect are binding on the Contractor, but are not binding on and may be overruled by the Owner. Anything to the contrary contained in the Contract Documents notwithstanding, the Architect shall be and is the representative of the Owner and not an independent arbiter of the Contract, and although the Architect shall be fully informed by the Contractor of the Contractor's performance under the Contract and consulted with regard to any decision and controversies, no decision of the Owner under the Contract shall be made by the Architect without the express written authority of the Owner.

...

§ 10.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the 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.

§ 10.11 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.

§ 10.12 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.

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§ 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.

...

§ 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.

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§ 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.

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§ 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 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 the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21. An extension of the Contract Time shall be the sole remedy of 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

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§ 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.~~

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~~§ 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~~fourteen 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.

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.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.

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§ 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~~ the Work for its intended use and has been accepted by Owner as such, subject to only minor "Punch List" items which do not affect full use and enjoyment and the Contractor has completed all Work necessary in order for the Owner to receive all required occupancy permits. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of the Owner's personnel in the operation of systems has been completed and documented, all final finishes within the Contract are in place and Contractor has completed all Work necessary in order for the Owner to obtain Illinois Department of Natural Resource's acceptance of the completed project and grant reimbursement.

"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~~ Punch List of items to be completed or corrected prior to final payment. Failure to include an item on such ~~list~~ Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. 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.

§ 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. 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, Punch List~~ accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof ~~unless otherwise provided in the Certificate of Substantial Completion, with 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.~~

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§ 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 special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (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 to 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.~~
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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. ~~loss, including any orders and regulations pertaining to COVID-19.~~ 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.

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§ 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.~~

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~~§ 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.~~

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~~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~~

...

.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.

If the Contractor maintains higher limits than the minimums shown above, Owner requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

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.

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§ 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~~ 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 an additional insured 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~~ Owner, its elected and appointed officials, employees, volunteers and agents and the Architect as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) ~~the Owner as an additional insured~~ Owner, its elected and appointed officials, employees, volunteers and agents and Architect as additional insureds 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 and Architect'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.~~

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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 InsuranceProperty 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. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 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

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§ 17.3.3 If required by the Owner 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.

Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner for any and all extra Work incurred by the Architect as a result of the Contractor's default and to pay to Owner all attorneys' fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Contract to remedy Contractor's default.

§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.

§ 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 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. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a Subcontractor contrary to the Architect's or Owner's request or to the request of a governmental officer, or to the requirements of the Contract Documents or Governmental Requirements, and was therefore not visible for inspection by the Architect, Owner or governmental officer, as applicable, at the time of inspection. 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.

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§ 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.~~Reserved.~~

§ 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, by the Owner or Owner's 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.

...

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.

...

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§ 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.

...

If the Architect-Owner fails to certify-make payment as provided in Section 15.4.1-4.1.3 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, upon seven-Contractor and has not notified Contractor for the reason for withholding payment, the Contractor may, as its sole remedy, upon fourteen additional days' notice to the Owner and the Architect, terminate this Agreement unless Owner cures prior to the expiration of the notice period, 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. 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 immediately 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.~~Reserved.~~

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§ 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.)

cause, if Owner believes, in its sole discretion that it is in the best interest of Owner to do so. 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. Any award under this bid is not exclusive and Owner reserves the right to purchase goods and services from other contractors when it is in Owner's best interest.

§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 equitable 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 Any adjustment made to the Contract Sum pursuant to Section 20.4.2 shall be subject to the provisions of Section 13.2.5.

§ 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.

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§ 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-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.

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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.

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§ 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.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other agrees to waive any right which it may have to punitive damages from the Owner and agrees not to make any claim or demand for punitive damages against the Owner.

The Contractor 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. 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 attorneys' 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.

§ 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 and Special 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 in accordance with the Contract Documents.

§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.

§23.3.2 During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers'

representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
§23.4 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.

ARTICLE 24 • OSLAD Grant Requirements

§24.1 This Project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Open Space Lands Acquisition & Development" (OSLAD) grant program. Based on the terms of the OSLAD grant, Owner must complete this Project on or before September 30, 2024 and, as a result, Contractor hereby agrees and understands that Contractor's failure to meet the Substantial Completion and Final Completion Dates as specified in the Contract Documents shall be a material breach of this Agreement.

§24.2 In accordance with the OSLAD grant, at least 50% of Contractor's labor hours must be performed by actual residents of the State of Illinois.

§24.3 In accordance with the OSLAD grant, Contractor must comply with the Illinois Works Job Program Act, 30 ILCS 559/20-1 *et seq.*, which requires compliance with the Illinois Works Apprenticeship Initiative.

§24.4 All changes which involve either an increase or decrease the Contract Sum by \$10,000 or more, requires IDNR approval in addition to Owner's Board's approval before the change order is executed.

§24.5 Contractor shall coordinate with Owner to accommodate the following as needed: a) IDNR representatives shall have access to the Project site to make periodic inspections as construction progresses; b) IDNR representatives shall have access to all Project materials; and c) IDNR shall have the right to inspect the completed Project prior to Project acceptance and grant reimbursement to the Owner.

§24.6 Contractor shall provide all duly authorized State government representatives access to any documents, papers and records of the Contractor for the purpose of making audit, examination, excerpts and transcriptions.

§24.7 The Contractor shall keep full and accurate records, in accordance with sound accounting principles, of all labor and material costs incurred, items billed, and all other expenditures, costs, liabilities and obligations incurred in connection with the performance of the Work, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract, which records shall be open to audit by the Owner or its authorized representatives during performance of the Work and for the length of time established by law or four years, whichever is longer, from the date of final payment to Contractor or termination of this Contract. In addition, the Contractor shall make it a condition of all Subcontracts relating to the Work that all Subcontractors will keep accurate records of costs incurred and items billed in connection with their work and that such records shall be open to audit by the Owner or its authorized representatives during performance of the Work and for the length of time established by law or four years, whichever is longer, from the date of final payment to Contractor or termination of this Contract.

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 13:07:13 ET on 01/03/2023 under Order No. 2114337284 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

(Title)

(Dated)

Restroom/Concession Building Technical Specs
and Geo-Technical Report

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DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled **NEW SUPPORT BUILDING FOR OAK BROOK PARK DISTRICT, 1315 KENSINGTON ROAD, OAK BROOK ILLINOIS.** dated ISSUE FOR BID, 1/06/2023 as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:
1. G1.1 Cover sheet & project information
 - G1.2 Code compliance abbreviations & symbols
 - CIVIL
 - C-1 Existing conditions and demolition plan
 - C-2 Geometry plan
 - C-3 Utility plan
 - C-4 Grading plan
 - C-5 Erosion control plan
 - C-6 General notes
 - C-7 Details
 - ARCHITECTURAL
 - A2.1 Floor plan
 - A2.2 Roof plan
 - A2.3 Enlarged floor plan
 - A3.1 Exterior elevations
 - A4.1 Building sections & details
 - A4.2 Building sections & details
 - A4.3 Building sections & details
 - A5.1 Interior elevations
 - A6.1 Door & window schedule
 - A6.2 Door and window details
 - A7.1 Reflected ceiling plan
 - STRUCTURAL
 - S0.0 General Structural notes
 - S0.0A General Structural notes
 - S0.1 Schedules and details
 - S0.2 Schedules and details
 - S1.0 Foundation plan
 - S1.1 Roof framing plan
 - S2.1 Concrete sections and details
 - S3.1 Roof framing sections and details
 - S3.2 Roof framing and details
 - MECHANICAL
 - M1.1 Mechanical plan
 - M2.1 Mechanical schedules and notes
 - PLUMBING
 - P1.1 Underground plumbing plan
 - P1.2 Above ground plumbing

Charles Vincent George Architects

Project No. 2022-053

Issue For Bid

Central Park Support Building

Oak Brook, Illinois

January 6, 2023

P1.3 Roof plumbing plan

P2.1 Plumbing detail, notes, and specifications

P2.2 Plumbing diagrams

ELECTRICAL

E1.1 Electrical power plan

E2.1 Electrical lighting plan

E3.1 Electrical details

END OF DOCUMENT 000115

DOCUMENT 003132 - GEOTECHNICAL DATA

1.1 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information. This Document and its attachments are not part of the Contract Documents.
- B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, the Architect, the Architect's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
- C. Soil-boring data for Project, obtained by Geocon Professional Services dated June 6, 2022, is available for viewing as appended to this Document.
- D. A geotechnical investigation report for Project, prepared by Geocon Professional Services dated June 6, 2022 is available for viewing as appended to this Document.
 - 1. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
 - 2. Any party using information described in the geotechnical report shall make additional test borings and conduct other exploratory operations that may be required to determine the character of subsurface materials that may be encountered.

END OF DOCUMENT 003132



June 6, 2022

Mr. Bob Johnson – CPRP, CPSI
Director of Parks and Planning
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, Illinois 60523

Subject: Geotechnical Engineering Report
Central Park North Athletic Fields
Park Improvements
1315 Kensington Road
Oak Brook, Illinois 60523
GEOCON Project No. 22-G0696

Dear Mr. Johnson:

Pursuant to our proposal for geotechnical engineering services, we have completed a subsurface exploration and geotechnical analyses for the above referenced project. This Geotechnical Engineering Report includes our findings and recommendations for the proposed project referenced above.

GEOCON Professional Services, Inc. (GEOCON) appreciates the opportunity to be of service during this phase of the project. If there are any questions or comments you may have regarding the contents of this report, or if we may be of any further service, please contact us at your convenience.

Sincerely,

GEOCON Professional Services, LLC.

A handwritten signature in black ink, appearing to read "B. Filafusi".

Brandon Filafusi, M.S., E.I.T.
Project Engineer

A handwritten signature in black ink, appearing to read "K. Rippey".

Kenneth K. Rippey, PE
Senior Geotechnical Engineer





GEOTECHNICAL ENGINEERING REPORT

**Central Park North Athletic Fields
Park Improvements
1315 Kensington Road
Oak Brook, Illinois 60523**

**Mr. Bob Johnson – CPRP, CPSI
Director of Parks and Planning
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, Illinois 60523**

**Prepared by:
GEOCON Professional Services, LLC.
9370 West Laraway Road, Suite D
Frankfort, Illinois 60423**

June 6, 2022

GEOCON Project No. 22-G0696

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GEOTECHNICAL ENGINEERING REPORT
Central Park North Athletic Fields
Park Improvements
1315 Kensington Road
Oak Brook, Illinois 60523

INTRODUCTION

This report presents the results of a subsurface exploration for the proposed park improvements at the Central Park North Athletic Fields in Oak Brook, Illinois. The purpose of this report was to determine and evaluate the subsurface conditions existing at the subject site, and to establish related geotechnical parameters to be utilized for the economical design and construction of the foundations for this project.

Authorization to perform this subsurface exploration and analysis was provided in the form of acceptance of GEOCON's proposal No. 22-P364, dated May 11, 2022. The above referenced document described the project scope and contained general conditions for performance of the work.

SITE AND PROJECT DESCRIPTION

The subject site currently consists of Central Park North Athletic Fields with an asphalt parking lot to the north, two basketball courts to the west, and grass sports fields to the east. Based on Google Earth, the subject site was previously developed with a gravel parking lot to serve as parking for the sports fields. Sometime in 2020, the gravel lot was removed, the area was regraded, and a new asphalt parking lot was constructed to the north. The site is relatively flat, with surface grades ranging from approximately El. 669 feet to El. 672 feet.

The project will consist of various improvements such as a new concession stand building with restrooms, a 1,250 SF amphitheater, a concrete path, and new landscape. The new structures will be small, single story, slab-on-grade buildings. It is anticipated the site will require minimal grading and assumed FFE of the proposed structures will be El. 670 feet.

SUBSURFACE EXPLORATION

The scope of the exploration, including the number, location, and depth of the borings, was determined by GEOCON in consultation with the Client. Five (5) borings extending to 15 feet were advanced for the project at the approximate locations shown on the Boring Location Diagram included in the Appendix.

The boring locations were staked in the field by GEOCON prior to drilling. Elevations of the borings are shown on the boring logs and these elevations were estimated from Google Earth. After completion of the borings, the holes were backfilled with soil cuttings and patched with like materials as encountered at the boring.

For safety reasons, the boreholes were not allowed to remain open and precluded the collection of delayed water readings.

Drilling and Sampling Procedures

The soil borings were performed with an ATV-drill rig equipped with a rotary head. Conventional, continuous flight, hollow-stem augers were used to advance the borings with representative samples obtained in each boring employing split-barrel sampling techniques in accordance with ASTM Procedure D-1586. Soil samples were secured at 2.5-foot intervals to a depth of 15 feet below grade.

The Standard Penetration Test (SPT) is defined as the number of blows required to advance a 2-inch O.D., split-barrel sampler a distance of one foot by a 140-pound hammer falling 30 inches, commonly described as the N-value. These sampler resistances provide a useful indication of the consistency or relative density of most soil deposits and are reported on the boring logs presented in the Appendix.

Samples of cohesive soils obtained from the borings were tested with a calibrated hand penetrometer to aid in evaluating the soil strength characteristics. The results from this testing is tabulated on the boring logs.

Water level observations were made during drilling operations and upon completion and of the borings. This data is noted on the boring logs and within the *Groundwater Conditions* section.

It should be noted that it is difficult to determine the stratigraphy of the upper 2 to 3 feet of the profile from soil borings due to the size of the bore hole, about 6 inches in diameter, and intermittent sample intervals. Further, the split spoon sampler tends to push through softer soils such as fill or topsoil, resulting in little or no sample recovery from these soils. It is recommended that shallow test pits be excavated to better define the exact depth of topsoil or fill if such information is required prior to construction.

Laboratory Tests

Additional characteristics of the foundation materials were determined in the laboratory to provide data on which to classify and estimate the engineering properties of the subsurface soil deposits encountered in the borings. All samples were visually classified by the geotechnical engineer according to the Unified Soil Classification System (ASTM D-2488). An explanation of the symbols used in this system is included in the Appendix.

Representative samples were tested in the laboratory to determine the natural moisture content of the soils. All moisture contents are expressed as a percentage of the dry weight of soil. Representative samples of the cohesive soils encountered in the borings were tested in the laboratory with a calibrated RIMAC spring tester to determine the approximate unconfined compressive strength of the soil samples.

The laboratory testing program selected for this project is intended to assist with determination of soil classification as well as strength and deformation characteristics of the subsurface soil deposits that will provide foundation support for the proposed structures. All laboratory testing was performed in general accordance with the respective ASTM Methods, as applicable, and the results are included on the boring logs included in the Appendix. Unless notified to the contrary, all samples will be disposed of after one month.

SOIL CONDITIONS

The types of materials encountered at the test boring locations are described on the Soil Boring Logs. The lines delineating the changes in strata on the logs represent an approximate boundary between the various soil classifications. It must be recognized that the soil descriptions are considered representative for the specific test hole location, but the variations may occur between the sampling intervals and boring locations. A summary of the major soil profile components is described in the following paragraphs. A more detailed description and supporting data for each boring location can be found on the individual boring logs.

Surface conditions at the borings consisted of topsoil ranging in thickness from 8 to 10 inches. Undocumented fill was encountered in the borings and extended to depths ranging from 6 to 10.5 feet below the surface. The fill generally consisted of black and dark brown clay and sand and was described as stiff to hard with unconfined compressive strengths ranging from 1.8 to 6.5 tsf and moisture contents ranging from 7.1 to 32.5 percent.

The fill was generally underlain by brown and gray native lean clays that extended to boring termination depth of 15 feet below existing grade. The natural lean clays were described as stiff to hard with unconfined compressive strengths ranging from 1.3 to 5.3 tsf and moisture contents ranging from 13.4 to 32.7 percent. A comparatively softer lean clay stratum was encountered at boring SB-5 at a depth of 11 feet below grade and had an unconfined compressive strength of 0.25 tsf.

Borings SB-2 and SB-3 encountered native sand and gravel below the upper fill. The sand and gravel was described as medium dense to dense with N-values ranging from 10 to 43 blows per foot. At SB-2, the granular samples below a depth of about 10.5 feet were saturated with groundwater.

Further information regarding the soil conditions can be found on the boring logs included in the Appendix.

GROUNDWATER CONDITIONS

Groundwater was encountered at the time of drilling within boring SB-2 at a depth of 10.5 feet below the ground surface. The other borings did not encounter groundwater during drilling. It should be noted that due to the relatively limited stabilization times under which the water levels measurements were made, these observed groundwater level readings may not indicate the static water level for the site at the time of construction. In addition, groundwater levels fluctuate over time and are influenced by seasonal precipitation and varying permeability characteristics of the subsurface soils.

ENGINEERING RECOMMENDATIONS

Site Preparation and Mass Grading

Based on existing grades, it is anticipated minimal cuts/fills will be needed during mass grading operations. The existing surficial topsoil or any unsuitable materials should be removed from proposed construction areas. Based on the information obtained at the boring locations, a stripping depth of approximately 8 to 10 inches should generally be expected to remove the surficial topsoil at the site.

It is recommended that the subgrade soils be disked, recompact, and then proofrolled to identify any weak or unsuitable areas at or just below the subgrade elevation. Proofrolling may be accomplished with a fully loaded single axle dump truck or other pneumatic tire equipment which provides a similar subgrade loading. Areas that do not meet the minimum density requirement, or experience rutting or pumping due to equipment loading, should be improved by scarification, air drying and recompact, or by subgrade improvement methods such as lime stabilization or undercutting and replacing with suitable compacted aggregate fill consisting of CA-1 capped with CA-6. After the subgrade soils meet the minimum density requirement and are firm and unyielding, deemed suitable for support of the slabs and pavements, low areas may then be raised to the planned grades with suitable, properly compacted fill or aggregate base material as described in the following section.

As mass grading operations progress, the existing subgrade soils will be susceptible to disturbance from precipitation, construction traffic, and vibrations. Care should be taken to avoid disturbance of the subgrade soil and construction traffic over prepared subgrades should be avoided. If the subgrade soils become disturbed during construction, they should be scarified and recompact or otherwise stabilized prior to placing new site grading fill or granular subbase material.

Mass grading and earthwork operations should be observed and evaluated by a representative of the geotechnical engineer.

Controlled Compacted Fill

It is recommended that fill materials used for structural support in building and pavement areas consist of well-graded granular soils or lean clay, free of organic matter or other deleterious material. All structural fill should be placed on firm subgrades, and the fill should be placed in lifts and properly compacted. All newly placed fill should be placed in 9 inch or less loose lifts and compacted to at least 95 percent of the maximum dry density as determined by ASTM D-1557 (Modified Proctor) method of test. The fill should be placed within +/- 2 percent of the optimum moisture content value determined by laboratory Proctor testing.

Backfill placed in utility excavations or against foundation walls should consist of a granular material such as IDOT CA-6 or CA-7 crushed limestone aggregate. Proper placement and compaction of backfill in these areas is considered essential in order to reduce the potential for distress of overlying pavements, floor slabs and footings. The placement of backfill against unsupported walls may induce movement, particularly where the backfill is placed on one side of the wall to a higher elevation than the backfill on the other side. Small, hand-operated compactors should be used in confined areas.

The site should be graded to promote runoff of surface water in order to minimize ponding of precipitation on the prepared subgrades, or in excavations. If the subgrade becomes saturated, or becomes deteriorated from repeated construction traffic, the affected material should be removed, and these materials should be disked and recompacted or undercut and replaced with suitable fill prior to further construction in those areas.

GEOCON recommends that the evaluation of the subgrade and selection of fill materials for various applications should be done in consultation with the geotechnical engineer, and placement of fill for structural applications be monitored and tested by a representative of the geotechnical engineer.

Spread Footing Foundations

Based on the soil conditions encountered during the subsurface investigation and laboratory test results, spread footings are recommended to support the new building structures. The structure borings (SB-1, SB-2, and SB-4) encountered variable fill extending to depths ranging from 6 to 9 feet below grade, which correlates to approximately El. 661 feet to El. 664 feet. Based on an FFE of El. 670 feet, the bottom of footing elevation is estimated to be about El. 666 feet.

We anticipate that the soils at the base of the footing excavation will consist of variable clay and sand fill. Spread footing foundations may be placed directly on the **clay or sand fill**, provided the condition of the fill is suitable for foundation support. Spread footings can be designed for a net allowable bearing pressure of 2,000 pounds per square foot (psf). The net allowable soil bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation.

Extensive QA/QC testing is recommended to verify the soil conditions at the footing subgrade, and to confirm that any soft, wet, or otherwise unsuitable fill or native soil has been undercut from the footing excavations. The testing should include Dynamic Cone Penetrometer (DCP) testing to verify that the clay and sand fill soils present within the influence zone of the foundation exhibits a minimum correlated $N > 8$ bpf, or minimum Q_u of 1.0 tsf. Undercuts should be anticipated in soft areas or areas with excessive moisture, e.g. SB-1 at a depth of 6 feet contained trace organics and had a moisture content of 32.5 percent.

Unsuitable or lower strength bearing soils present within the influence zone of the foundation systems that do not meet the minimum strength requirements described above should be removed and replaced

with select granular material, consisting of IDOT CA-1 crushed limestone aggregate or porous granular embankment material (PGE) capped off with a minimum of 6 inches of CA-6, or IDOT Controlled Low Strength Material (CLSM). Fill materials placed below the foundations should extend a minimum of 6 inches beyond the edge of the footings for each foot of fill placed. To reduce the width of the undercut, lean concrete could be used in place of crushed limestone aggregate backfill, in which case the excavation would only need to be widened by 6 inches on each side of the footing regardless of the undercut depth. Care should be taken when excavating adjacent to any existing structures so as not to undermine the existing foundations. If excavations below the existing foundations are required, it may be necessary to excavate and backfill for any new foundations in small segments to prevent damage to any existing structures.

It is generally recommended that exterior footings be placed at a minimum depth of 4 feet below the finished grade for frost protection purposes. All footings should be protected from the effects of frost if construction is carried out during winter months.

To avoid disproportionately small footing sizes, it is recommended that continuous footings have a minimum dimension of 18 inches and isolated footings have a minimum dimension of 24 inches. A one-third increase in allowable design bearing pressure could be used in designing footings for added temporary live loads such as those due to wind gusts or seismic activity.

Foundation Settlement

The results of the field and laboratory testing were used to estimate settlement of the proposed foundations. Correlations between physical soil index properties such as moisture content, Standard Penetration N-values, and compressibility parameters, were used in the analyses. It is our opinion that foundation settlements will be within tolerable limits (less than 1 inch) provided the recommended design and construction criteria are followed. It is recommended that the construction of foundations be monitored and tested by a representative of the geotechnical engineer.

Seismic Considerations

The maximum depth of soil exploration for this project was 15 feet below ground surface. Based on the data obtained from the borings within this depth, and knowledge of the area geology, a Seismic Site Classification of "D" appears feasible for this site, in general accordance with the 2015 Edition of the IBC. Additional information downloaded from the U.S. Seismic website regarding seismicity criteria applicable for this project is provided in the Appendix.

Lateral Loads

For shallow foundations, a coefficient of friction of 0.45 may be used for compacted granular material and 0.35 for foundations supported on clay. For the purposes of resisting lateral loads, passive resistance in the frost zone should be neglected due to potential strength loss during freeze thaw cycles. The capacities provided above are ultimate values, and it is recommended that an appropriate factor of safety be used to arrive at allowable values of lateral resistances.

Slabs-on-Grade/Exterior Slabs

Slab subgrades should be prepared during mass grading in accordance with the recommendations presented in previous sections of this report. It is anticipated that some amount of time will pass between mass grading and final preparation of the floor slab subgrades, any areas that experience deterioration from weather or repeated construction traffic should be repaired by diskings and recompaction, or by undercutting and replacement with CA-1 capped off with CA-6.

Beneath slab-on-grade areas, a minimum of 6 inches of aggregate is recommended to facilitate fine grading and provide a capillary cut-off. Floor slabs should be isolated from walls and foundations to minimize the risk of cracking due to differential movements between the walls and the floor slab.

Slabs should be at least nominally reinforced with steel welded wire mesh to help reduce cracking and maintain the structural integrity of the slab. Slab reinforcement, joint layout and concrete slab thickness design should be performed by a qualified structural engineer with consideration given to the expected loading and environment, drainage, and subgrade conditions.

The floor slab subgrade and aggregate base materials should be placed and compacted to a minimum of 95 percent of the Modified Proctor test (ASTM D-1557) maximum dry density. Floor slabs can be designed using a vertical modulus of subgrade reaction of 125 pounds per cubic inch (pci).

If the floor slab is intended to be covered by tile, wood, carpet, impermeable floor coatings, (urethane, epoxy, or acrylic terrazzo) or where the floor will be in contact with any moisture sensitive equipment or product, a vapor retarder should be considered.

Final determination requiring the use of moisture control techniques should be determined by the design engineer. In addition, we recommend that the concrete used for the floor slab have a water-cement ratio less than 0.42 and contraction joints be installed and properly spaced along with proper reinforcing steel to reduce shrinkage cracking of the slab.

CONSTRUCTION CONSIDERATIONS

Groundwater Control

Groundwater and/or surface water infiltration may occur during excavation of the foundations and utilities, especially if construction occurs during or after periods of increased precipitation. It is likely that dewatering can be accomplished using a series of sump pumps and pits to dewater the excavations, but more extensive dewatering may be required for deeper excavations if excessive seepage occurs. All sumps should be properly filtered to avoid pumping soil fines.

When designing site drainage patterns, site runoff should be diverted away from the foundations and directed towards on-site detention areas, or storm sewer systems. Such measures reduce the potential for softening and possible erosion of the foundation and pavement subgrade soils. It is especially important that water not be allowed to collect next to the building foundations.

Excavations

All excavations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations," regarding excavation and trench safety, as well as other applicable codes. This document states that excavation safety is the sole responsibility of the contractor and accordingly reference to this OSHA requirement should be included in the project specifications. Excavation slopes shall in no case be steeper than those specified by OSHA, and all excavations should be monitored by a competent person, as defined by the OSHA standard. Appropriate shoring or sloping techniques should be used to prevent cave-ins.

Excavations near existing foundations, pavements or utilities should be made with caution as disturbance within foundation influence zones that support adjacent structures could result in excessive settlement. If the proposed construction will extend into the influence zone of the existing foundations, a shoring or underpinning system may be required to protect or support the adjacent structures.

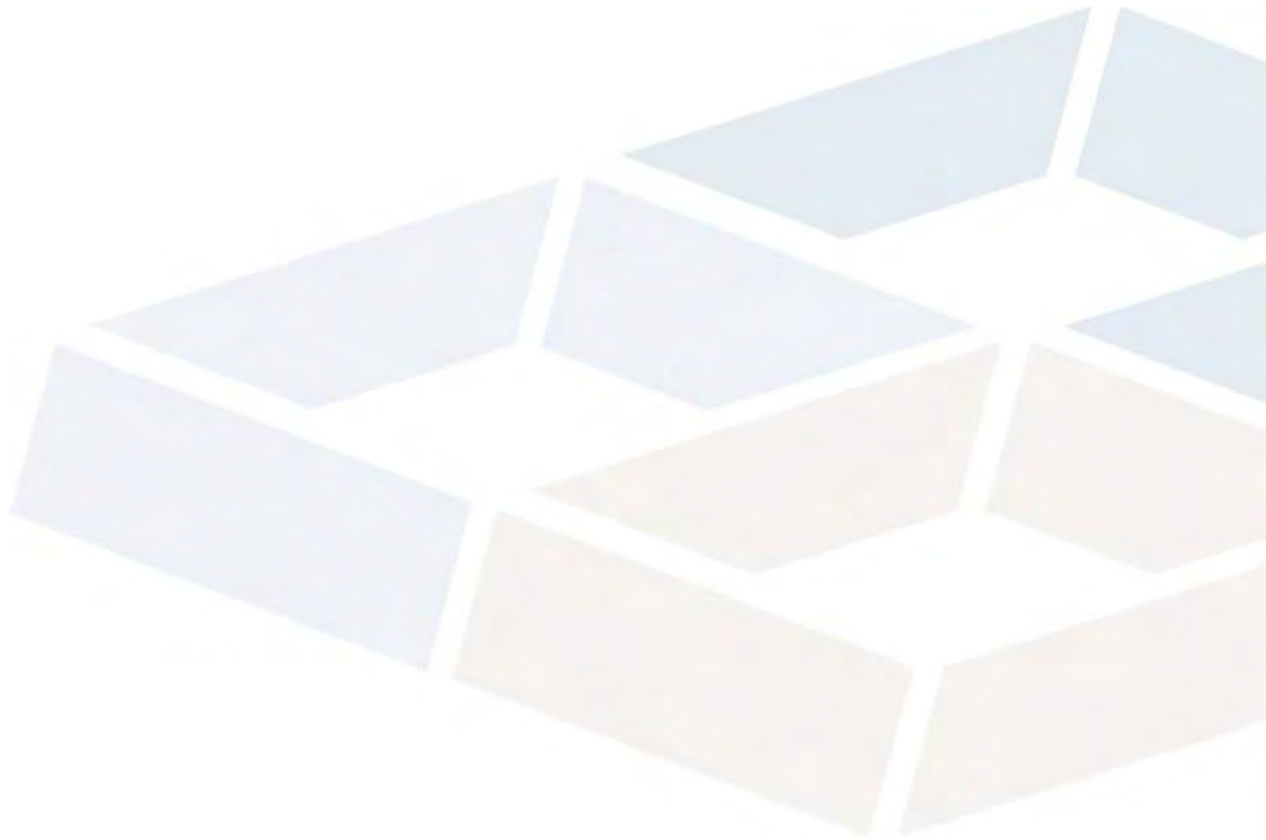
GENERAL COMMENTS

This geotechnical exploration and foundation analysis has been conducted to aid in the evaluation of the foundation conditions on the subject site. The recommendations presented herein are based on the available soil information obtained and the design information provided. Any changes in the soil conditions encountered during construction, design, or building locations should be brought to the attention of the soils engineer to determine if modifications in the recommendations are required. The final design plans and specifications should also be reviewed by the soils engineer to determine that the recommendations presented herein have been interpreted and implemented as intended. It is recommended that the earthwork and foundation operations be monitored by the Geotechnical Engineer, to test and evaluate the bearing capacities, and the selection, placement, and compaction of controlled fills.

This geotechnical study has been conducted in a manner consistent with that level of care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The findings, recommendations, and opinions contained herein have been promulgated in accordance with generally accepted practice in the fields of foundation engineering, soils mechanics, and engineering geology. No other representations expressed or implied, and no warranty or guarantee is included or intended in this report.

APPENDIX

**Site Plan
Boring Location Diagram
Soil Boring Logs
General Notes
U.S. Seismic Summary Report**



Proposed Game Area

- Chess Tables
- Bocce Ball
- Painted Pavement Games
- Ping Pong



Proposed Challenge Course

- New Challenge Course for all ages



Existing Baggo & Fitness Equipment

Proposed Shelter with Restrooms & Concessions

- Plant wall screening Basketball



Proposed Amphitheater 25' x 50'

- Patio by stage for seating
- Accessible outer path with space for concert seating
- Capacity for 3,100 attendees
- Deciduous trees for shade
- Plant wall for screening



Proposed Fishing Area

- Limestone outcropping at creek edge for fishing



Proposed Pollinator Garden

- Native Plantings for pollinators
- Interpretive Signage
- New Ornamental and Deciduous Trees



CENTRAL PARK MASTER VISION



MASTER PLAN PHASE II

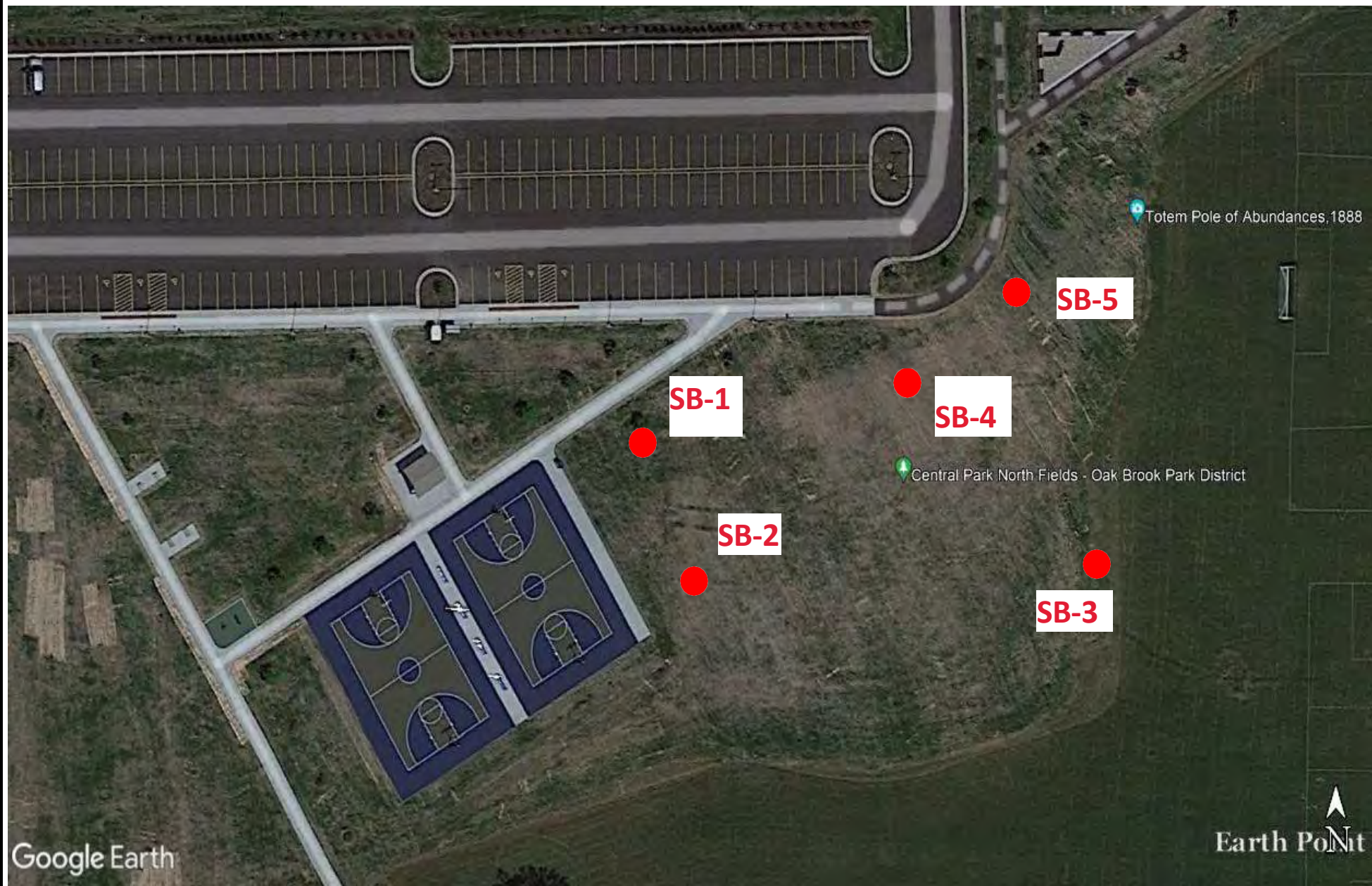
SCALE: 1" = 40'-0"



uplandDesign



August 11th, 2021
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Upland Design Ltd
Project #948



9370 Laraway Road, Suite D
Frankfort, IL 60423
P.815.806.9986 F. 815.464.8691

BORING LOCATION DIAGRAM

Park Improvements
Central Park North Athletic Fields
1315 Kensington Road
Oak Brook, Illinois 60523

PROJECT NUMBER: 22-G0696

DATE: May 2022



CLIENT Oak Brook Park District **PROJECT NAME** Central Park North Athletic Fields
PROJECT NUMBER 22-G0696 **PROJECT LOCATION** 1315 Kensington Road, Oak Brook, IL
DATE COMPLETED 5/17/22 **LOGGED BY** MB/MH **DRILLING METHOD** 3.25 in. HSA

DEPTH (ft)	ELEVATION (ft.)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (Qp) (tsf)	UNC. STRENGTH (Qu) (tsf)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	ORGANIC CONTENT (%)	ATTERBERG LIMITS		
												LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0			0-10" TOPSOIL											
	668.2		brown SANDY CLAY (FILL) trace gravel very stiff	SS 1	56	6-4-3 (7)	2.5		14.2					
	666.0		black and dark brown CLAY and SAND (FILL) very stiff	SS 2	78	3-4-5 (9)	2.0		12.2					
5	663.5		black CLAY (FILL) stiff	SS 3	83	5-5-6 (11)	2.0	1.8	32.5					
	661.0		mottled brown and gray LEAN CLAY stiff to very stiff	SS 4	89	3-3-4 (7)	1.25	1.3	31.7					
10	657.0		gray LEAN CLAY stiff	SS 5	100	3-4-5 (9)	2.5	2.2	20.5					
				SS 6	78	1-3-5 (8)	2.0	1.8	14.9					
15	654.0		Bottom of borehole at 15.0 feet.											

COMPLETION DEPTH 15 ft **GROUND ELEVATION** 669 ft
CAVE DEPTH ft **BACKFILL** Soil Cuttings
GROUND WATER LEVELS:
AT TIME OF DRILLING --- None
AT END OF DRILLING --- Dry upon completion
AFTER DRILLING ---

NOTES

Groundwater levels were recorded at the time of drilling and may not represent the groundwater conditions at the time of construction.

CLIENT Oak Brook Park DistrictPROJECT NAME Central Park North Athletic FieldsPROJECT NUMBER 22-G0696PROJECT LOCATION 1315 Kensington Road, Oak Brook, ILDATE COMPLETED 5/17/22LOGGED BY MB/MHDRILLING METHOD 3.25 in. HSA

DEPTH (ft)	ELEVATION (ft.)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (Qp) (tsf)	UNC. STRENGTH (Qu) (tsf)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	ORGANIC CONTENT (%)	ATTERBERG LIMITS		
												LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0			0-9" TOPSOIL											
	669.3		dark brown SAND and TOPSOIL (FILL) with gravel loose	SS 1	17	6-3-3 (6)			13.3					
	667.0		dark brown mottled black CLAY and SAND (FILL) very stiff	SS 2	56	3-3-5 (8)	3.5		23.9					
5	664.0		mottled brown and gray LEAN CLAY very stiff to hard	SS 3	94	5-7-7 (14)	4.5+	5.3	13.4					
				SS 4	83	4-5-7 (12)	3.5	3.3	23.1					
10	659.5		brown SANDY GRAVEL medium dense to dense, wet	SS 5	78	13-18-25 (43)			4.1					
				SS 6	67	10-13-16 (29)			23.6					
15	655.0		Bottom of borehole at 15.0 feet.											

COMPLETION DEPTH 15 ft GROUND ELEVATION 670 ftCAVE DEPTH 8 ft BACKFILL Soil Cuttings

GROUND WATER LEVELS:

AT TIME OF DRILLING 10.50 ft / Elev 659.50 ftAT END OF DRILLING 10.50 ft / Elev 659.50 ftAFTER DRILLING ---

NOTES

Groundwater levels were recorded at the time of drilling and may not represent the groundwater conditions at the time of construction.

GPS STANDARD GEOTECH LOG - OZ STD DATA TEMPLATE.GDT - 6/3/22 13:41 - K:\GEOTECHNICAL\2022\22-G0696 GEO CENTRAL PARK NORTH ATHLETIC FIELDS PARK IMPTS. OAK BROOK, IL\DRILLER AND LAB\22-G0696 CENTRAL PARK ATHLETIC FIELDS.



BORING NO. SB-3

PAGE 1 OF 1

CLIENT Oak Brook Park District PROJECT NAME Central Park North Athletic Fields
 PROJECT NUMBER 22-G0696 PROJECT LOCATION 1315 Kensington Road, Oak Brook, IL
 DATE COMPLETED 5/17/22 LOGGED BY MB/MH DRILLING METHOD 3.25 in. HSA

DEPTH (ft)	ELEVATION (ft.)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (Qp) (tsf)	UNC. STRENGTH (Qu) (tsf)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	ORGANIC CONTENT (%)	ATTERBERG LIMITS		
												LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0														
	670.3		0-8" TOPSOIL											
			brown CLAY (FILL) very stiff	SS 1	83	4-5-4 (9)	3.5		13.7					
	668.0		black mottled dark brown CLAY (FILL) trace sand very stiff	SS 2	72	3-4-5 (9)	2.75		22.4					
5														
	664.0		with large gravel in SS3	SS 3	43	20-50/1"			18.1					
			brown SILTY SAND with gravel medium dense to dense, moist	SS 4	72	10-14-16 (30)			8.7					
10														
	658.0			SS 5	67	5-5-5 (10)			7.3					
			gray CLAYEY GRAVEL medium dense	SS 6	83	7-13-15 (28)			9.1					

Bottom of borehole at 15.0 feet.

COMPLETION DEPTH 15 ft GROUND ELEVATION 671 ft
 CAVE DEPTH 8 ft BACKFILL Soil Cuttings
 GROUND WATER LEVELS:
 AT TIME OF DRILLING --- None
 AT END OF DRILLING --- Dry upon completion
 AFTER DRILLING ---

NOTES

Groundwater levels were recorded at the time of drilling and may not represent the groundwater conditions at the time of construction.

Lines of Demarcation represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes.

GPS STANDARD GEOTECH LOG - OZ STD DATA TEMPLATE.GDT - 6/3/22 13:41 - K:\GEO\TECHNICAL\2022\22-G0696 GEO CENTRAL PARK NORTH ATHLETIC FIELDS PARK IMPTS. OAK BROOK, IL\DRILLER AND LAB\22-G0696 CENTRAL PARK ATHLETIC FIELDS.



BORING NO. SB-4

PAGE 1 OF 1

CLIENT Oak Brook Park District PROJECT NAME Central Park North Athletic Fields
 PROJECT NUMBER 22-G0696 PROJECT LOCATION 1315 Kensington Road, Oak Brook, IL
 DATE COMPLETED 5/17/22 LOGGED BY MB/MH DRILLING METHOD 3.25 in. HSA

DEPTH (ft)	ELEVATION (ft.)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (Qp) (tsf)	UNC. STRENGTH (Qu) (tsf)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	ORGANIC CONTENT (%)	ATTERBERG LIMITS		
												LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0			0-10" TOPSOIL											
	670.2													
			brown to gray CLAY and SAND (FILL) very stiff	SS 1	83	8-12-13 (25)			7.1					
5				SS 2	78	9-15-18 (33)	3.0	2.7	10.0					
	664.5													
			dark brown CLAY (FILL) hard	SS 3	67	10-11-13 (24)	4.5+	6.5	16.3					
	662.0													
10			mottled brown and gray LEAN CLAY stiff to hard	SS 4	83	5-7-9 (16)	4.5+	4.8	17.6					
				SS 5	100	4-3-7 (10)	2.25		26.4					
				SS 6	100	2-3-4 (7)	1.75	1.8	23.0					

Bottom of borehole at 15.0 feet.

COMPLETION DEPTH 15 ft GROUND ELEVATION 671 ftCAVE DEPTH ft BACKFILL Soil Cuttings

GROUND WATER LEVELS:

AT TIME OF DRILLING --- NoneAT END OF DRILLING --- Dry upon completionAFTER DRILLING ---

NOTES

Groundwater levels were recorded at the time of drilling and may not represent the groundwater conditions at the time of construction.

Lines of Demarcation represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes.

GPS STANDARD GEOTECH LOG - OZ STD DATA TEMPLATE.GDT - 6/3/22 13:41 - K:\GEOTECHNICAL\2022\22-G0696 GEO CENTRAL PARK NORTH ATHLETIC FIELDS PARK IMPTS. - OAK BROOK, IL\DRILLER AND LAB\22-G0696 CENTRAL PARK ATHLETIC FIELDS.



BORING NO. SB-5

PAGE 1 OF 1

CLIENT Oak Brook Park District PROJECT NAME Central Park North Athletic Fields
PROJECT NUMBER 22-G0696 PROJECT LOCATION 1315 Kensington Road, Oak Brook, IL
DATE COMPLETED 5/17/22 LOGGED BY MB/MH DRILLING METHOD 3.25 in. HSA

DEPTH (ft)	ELEVATION (ft.)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (Qp) (tsf)	UNC. STRENGTH (Qu) (tsf)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	ORGANIC CONTENT (%)	ATTERBERG LIMITS		
												LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0			0-10" TOPSOIL											
	670.2		brown SILTY SAND (FILL) medium dense	SS 1	78	6-8-9 (17)			9.1					
	668.0		black to dark brown CLAY with SAND (FILL) stiff to hard	SS 2	72	5-7-6 (13)	1.25		8.7					
5				SS 3	100	6-7-8 (15)	4.5		21.0					
				SS 4	33	6-7-8 (15)	4.5		27.3					
10	660.5		mottled brown and gray LEAN CLAY trace silt soft to very stiff	SS 5	100	2-2-3 (5)	0.25		32.7					
				SS 6	83	1-1-2 (3)	2.0		21.3					
15	656.0		Bottom of borehole at 15.0 feet.											

COMPLETION DEPTH 15 ft GROUND ELEVATION 671 ft

CAVE DEPTH ft BACKFILL Soil Cuttings

GROUND WATER LEVELS:

AT TIME OF DRILLING --- None

AT END OF DRILLING --- Dry upon completion

AFTER DRILLING ---

NOTES

Groundwater levels were recorded at the time of drilling and may not represent the groundwater conditions at the time of construction.

Lines of Demarcation represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes.

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GENERAL NOTES

CLIENT Oak Brook Park District PROJECT NAME Central Park North Athletic Fields
PROJECT NUMBER 22-G0696 PROJECT LOCATION 1315 Kensington Road, Oak Brook, IL

SAMPLE IDENTIFICATION

Visual soil classifications are made in general accordance with the United Soil Classification System (USCS) on the basis of textural and particle size categorization, and various soil behavior characteristics. Visual classifications should be substantiated by appropriate laboratory testing when a more exact soil identification is required to satisfy specific project applications criteria.

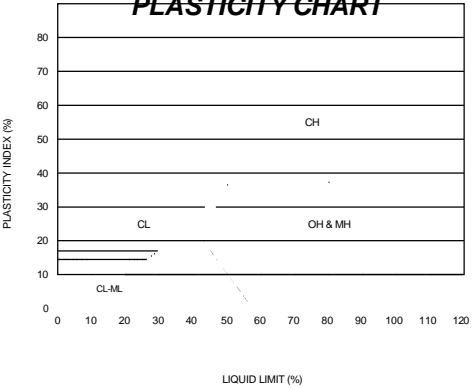
UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D-2487-98)

MATERIAL TYPES	CRITERIA FOR ASSIGNING SOIL GROUP NAMES			GROUP SYMBOL	SOIL GROUP NAMES & LEGEND	
COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE	GRAVELS >50% OF COARSE FRACTION RETAINED ON NO 4. SIEVE	CLEAN GRAVELS <5% FINES	$C_u \geq 4$ AND $1 \leq C_c \leq 3$	GW	WELL-GRADED GRAVEL	
			$C_u \geq 4$ AND/OR $1 \geq C_c \geq 3$	GP	POORLY-GRADED GRAVEL	
		GRAVELS WITH FINES >12% FINES	FINES CLASSIFY AS ML OR CL	GM	SILTY GRAVEL	
			FINES CLASSIFY AS CL OR CH	GC	CLAYEY GRAVEL	
	SANDS >50% OF COARSE FRACTION PASSES ON NO 4. SIEVE	CLEAN SANDS <5% FINES	$C_u \geq 6$ AND $1 \leq C_c \leq 3$	SW	WELL-GRADED SAND	
			$C_u \geq 6$ AND/OR $1 \geq C_c \geq 3$	SP	POORLY-GRADED SAND	
		SANDS AND FINES >12% FINES	FINES CLASSIFY AS ML OR MH	SM	SILTY SAND	
			FINES CLASSIFY AS CL OR CH	SC	CLAYEY SAND	
FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT<50	INORGANIC	$PI>7$ AND PLOTS>"A" LINE	CL	LEAN CLAY	
			$PI>4$ AND PLOTS<"A" LINE	ML	SILT	
		ORGANIC	LL (oven dried)/LL (not dried)<0.75	OL	ORGANIC CLAY OR SILT	
	SILTS AND CLAYS LIQUID LIMIT>50	INORGANIC	PI PLOTS >"A" LINE	CH	FAT CLAY	
			PI PLOTS <"A" LINE	MH	ELASTIC SILT	
		ORGANIC	LL (oven dried)/LL (not dried)<0.75	OH	ORGANIC CLAY OR SILT	
			HIGHLY ORGANIC SOILS PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR		PT	PEAT

PROJECT LITHOLOGIC SYMBOLS (USCS)

CL: USCS Low Plasticity Clay	FILL: Fill (made ground)	GC: USCS Clayey Gravel
GPS: USCS Poorly-graded Sandy Gravel	SM: USCS Silty Sand	TOPSOIL: Topsoil

PLASTICITY CHART



PROJECT SAMPLE TYPES

Split Spoon (SS)

SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

NON-COHESIVE SOILS		COHESIVE SOILS		
RELATIVE DENSITY	N-VALUE*	CONSISTENCY	N-VALUE*	COMPRESSIVE STRENGTH (TSF)
VERY LOOSE	0 - 4	VERY SOFT	0 - 2	0 - 0.25
LOOSE	4 - 10	SOFT	2 - 5	0.25 - 0.50
MEDIUM DENSE	10 - 30	MEDIUM STIFF	5 - 10	0.50 - 1.0
DENSE	30 - 50	STIFF	10 - 14	1.0 - 2.0
VERY DENSE	OVER 50	VERY STIFF	14 - 32	2.0 - 4.0
		HARD	OVER 32	OVER 4.0

ABBREVIATIONS

SS - SPLIT-SPOON SAMPLE	LL - LIQUID LIMIT (%)
ST - SHELBY TUBE SAMPLE	PL - PLASTIC LIMIT (%)
AU - AUGER SAMPLE	PI - PLASTIC INDEX (%)
MC - MOISTURE CONTENT (%)	NP - NON PLASTIC
-200 - PERCENT PASSING NO. 200 SIEVE	DD - DRY DENSITY (PCF)
Qp - POCKET PENETROMETER (TSF)	DCP - DYNAMIC CONE PENETROMETER
Qu - UNCONFINED STRENGTH (TSF)	IBV - IMMEDIATE BEARING VALUE

* N-VALUE: NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE A 2

INCH O.D. (1-3/8 INCH I.D.) SPLIT-BARREL SAMPLER THE LAST 12 INCHES OF AN 18-INCH
DRIVE (ASTM-1586 STANDARD PENETRATION TEST).



1315 Kensington Rd, Oak Brook, IL 60523, USA

Latitude, Longitude: 41.8412576, -87.9514747



Date	6/3/2022, 3:49:36 PM
Design Code Reference Document	IBC-2015
Risk Category	II
Site Class	D - Stiff Soil

Type	Value	Description
S_S	0.149	MCE_R ground motion. (for 0.2 second period)
S_1	0.064	MCE_R ground motion. (for 1.0s period)
S_{MS}	0.238	Site-modified spectral acceleration value
S_{M1}	0.154	Site-modified spectral acceleration value
S_{DS}	0.159	Numeric seismic design value at 0.2 second SA
S_{D1}	0.103	Numeric seismic design value at 1.0 second SA

Type	Value	Description
SDC	B	Seismic design category
F_a	1.6	Site amplification factor at 0.2 second
F_v	2.4	Site amplification factor at 1.0 second
PGA	0.078	MCE_G peak ground acceleration
F_{PGA}	1.6	Site amplification factor at PGA
PGA_M	0.124	Site modified peak ground acceleration
T_L	12	Long-period transition period in seconds
S_{sRT}	0.149	Probabilistic risk-targeted ground motion. (0.2 second)
S_{sUH}	0.163	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
S_{sD}	1.5	Factored deterministic acceleration value. (0.2 second)
S_{1RT}	0.064	Probabilistic risk-targeted ground motion. (1.0 second)
S_{1UH}	0.073	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
S_{1D}	0.6	Factored deterministic acceleration value. (1.0 second)
PGA_d	0.6	Factored deterministic acceleration value. (Peak Ground Acceleration)
C_{RS}	0.911	Mapped value of the risk coefficient at short periods
C_{R1}	0.873	Mapped value of the risk coefficient at a period of 1 s

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SECTION 042200 - CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete masonry units.
2. Steel reinforcing bars.

1.2 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product. For masonry units, include material test reports substantiating compliance with requirements.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109 for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.5 QUALITY ASSURANCE

- A. Sample Panels: Build sample panel in section of exposed masonry to show raked joints, plumbness and overall aesthetic of finish product. Panel can be provided during course of construction. Notify architect for review as to not impede construction process.

1.6 FIELD CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
 - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C 90.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi.
 - 2. Density Classification: Normal weight unless otherwise indicated].

2.3 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91.
- E. Aggregate for Mortar: ASTM C 144.

1. White-Mortar Aggregates: Natural white sand or crushed white stone.

F. Aggregate for Grout: ASTM C 404.

G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

H. Water: Potable.

2.4 REINFORCEMENT

A. Uncoated-Steel Reinforcing Bars: ASTM A 615 or ASTM A 996, Grade 60.

B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.

C. Masonry-Joint Reinforcement, General: ASTM A 951.

1. Interior Walls: Hot-dip galvanized, carbon steel.
2. Exterior Walls: Hot-dip galvanized carbon steel.
3. Wire Size for Side Rods: 0.148-inch diameter.
4. Wire Size for Cross Rods: 0.148-inch diameter.
5. Spacing of Cross Rods: Not more than 16 inches o.c.
6. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

2.5 TIES AND ANCHORS

A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:

1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82, with ASTM A 153, Class B-2 coating.
2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008, Commercial Steel, with ASTM A 153, Class B coating.
3. Steel Plates, Shapes, and Bars: ASTM A 36.

B. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.

1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- diameter, hot-dip galvanized-steel wire.
2. Tie Section: Triangular-shaped wire tie made from 0.187-inch- diameter, hot-dip galvanized-steel wire.

C. Partition Top Anchors: As indicated on drawings

2.6 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim" and as follows:
 - 1. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
 - 2. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 1/4 inch to form a stop for retaining sealant backer rod.
 - 3. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.
- B. Flexible Flashing: Use the following unless otherwise indicated:
 - 1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.
- C. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."
- D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.7 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

2.8 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use portland cement-lime or masonry cement mortar unless otherwise indicated.
 - 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

- C. Mortar for Unit Masonry: Comply with ASTM C 270, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated.
1. For masonry below grade or in contact with earth, use Type M.
 2. For reinforced masonry, use Type S.
 3. For mortar parge coats, use Type S.
 4. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
 5. For interior nonload-bearing partitions, Type O may be used instead of Type N.
- D. Grout for Unit Masonry: Comply with ASTM C 476.
1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
 2. Proportion grout in accordance with ASTM C 476, Table 1.
 3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.2 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.

5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half- size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- E. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- F. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Lay solid CMUs with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.5 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
 - 1. Space reinforcement not more than 16 inches o.c.
 - 2. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.

3.6 FLASHING

- A. General: Install embedded flashing at ledges and other obstructions to downward flow of water in wall where indicated.
- B. Install flashing as follows unless otherwise indicated:
 - 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 - 2. At lintels, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
 - 3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
 - 4. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.

3.7 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
 - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.

2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.
 - B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
 - C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 2. Limit height of vertical grout pours to not more than 60 inches.
- 3.8 FIELD QUALITY CONTROL
- A. Testing and Inspecting: Contractor to Engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
 - B. Inspections: Special inspections according to Level **2 or 3** in TMS 402 and TMS602 as indicated on the drawings
 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
 3. Place grout only after inspectors have verified proportions of site-prepared grout.
 - C. Testing Prior to Construction: One set of tests.
 - D. Testing Frequency: As indicated on the drawings
 - E. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.
 - F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
 - G. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for compressive strength.
 - H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.
 - I. Prism Test: For each type of construction provided, according to ASTM C 1314 at seven days and at 28 days.
 - J. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
 - K. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
2. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

END OF SECTION 042200

SECTION 044313 – ANCHORED STONE MASONRY VENEER

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Stone Masonry Anchored to Unit Masonry Backup
- B. Products installed but not furnished under this Section Include
 - 1. Steel lintels in unit Masonry
- C. Related Requirements:
 - 1. Section 0420000 "Unit Masonry" for concealed flashing and veneer Anchors

1.2 ACTION SUBMITTALS

- A. Product Data: For stone, stone accessory and manufactured product
- B. Samples for Verification: For stone and color of Mortar

1.3 FIELD CONDITIONS

- A. Protection of stone Masonry: During construction, cover tops of walls, projections and sills with weather proof sheeting at end of each day's work
- B. Cold weather requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
 - 1. Cold-weather cleaning: Use liquid cleaning methods only when air temperature is 40 deg F. and above and will remain so until masonry has dried
- C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

- 2.1 Stone: As specified on construction documents, 4 inches plus or minus ¼ inch. Thickness does not include projection of pitched faces

2.2 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
 - 1. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Masonry Cement: ASTM C 91.
- D. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979. Use only pigments with a record of satisfactory performance in masonry mortar.
- E. Aggregate for Mortar: ASTM C 144.
 - 1. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
 - 2. White-Mortar Aggregates: Natural white sand or crushed white stone.
 - 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- F. Aggregate for Grout: ASTM C 404.
- G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
- H. Water: Potable.

2.3 REINFORCEMENT

- A. Masonry-Joint Reinforcement, General: ASTM A 951.
 - 1. Interior Walls: Hot-dip galvanized carbon steel.
 - 2. Exterior Walls: Hot-dip galvanized carbon steel.
 - 3. Wire Size for Side Rods: 0.148-inch diameter.
 - 4. Wire Size for Cross Rods: 0.148-inch diameter.
 - 5. Wire Size for Veneer Ties: 0.148-inch diameter.
 - 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
 - 7. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

B. Masonry-Joint Reinforcement for Multiwythe Masonry:

1. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum horizontal play of 1/16 inch and maximum vertical adjustment of 1-1/4 inches. Size ties to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.

2.4 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.

B. Adjustable Masonry-Veneer Anchors:

1. General: Provide anchors that allow vertical adjustment but resist a 100-lbf load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch.
2. Fabricate sheet metal anchor sections and other sheet metal parts from 0.075-inch- thick steel sheet, galvanized after fabrication.
3. Fabricate wire ties from 0.187-inch- diameter, hot-dip galvanized-steel wire unless otherwise indicated.
4. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a gasketed sheet metal anchor section, with pronged legs of length to match thickness of insulation or sheathing and raised rib-stiffened strap to provide a slot for inserting wire tie.

2.5 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim" and as follows:

1. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
2. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 1/4 inch to form a stop for retaining sealant backer rod.
3. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.

- B. Flexible Flashing: Use the following unless otherwise indicated:

1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.

2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.

- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weep/Cavity Vent Products: Use the following unless otherwise indicated:
 - 1. Wicking Material: Absorbent rope, made from cotton or UV-resistant synthetic fiber, 1/4 TO 3/8 INCH in diameter, in length required to produce 2-INCH exposure on exterior and 18 INCHES in cavity behind stone masonry. Use only for weeps.
- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
 - 1. Configuration: Provide one of the following:
 - a. Strips, full depth of cavity and 10 inches high, with dovetail shaped notches 7 inches deep that prevent clogging with mortar droppings.

2.7 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

2.8 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use portland cement-lime or masonry cement mortar unless otherwise indicated.
 - 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Stone Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
 - 1. Mortar for setting Stone: Type N.
 - 2. Mortar for pointing Stone: Type N.
 - 3. For mortar parge coats, use Type S.
- D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.

1. Pigments shall not exceed 10 percent of portland cement by weight.
2. Pigments shall not exceed 5 percent of [masonry cement] [or] [mortar cement] by weight.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coat unit masonry backup with asphalt dampproofing.
- B. Perform necessary field cutting and trimming as stone is set.
- C. Use power saws to cut stone that is fabricated with saw-cut surfaces. Cut lines straight and true, with edges eased slightly to prevent snipping.
- D. Use hammer and chisel to split stone that is fabricated with split surfaces. Make edges straight and true, matching similar surfaces that were shop or quarry fabricated.
- E. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use.
- F. Arrange stones in three-course, random-range ashlar pattern with random course heights, random lengths (interrupted coursed), and uniform joint widths.
- G. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.
- H. Maintain uniform joint widths except for variations due to different stone sizes and where minor variations are required to maintain bond alignment if any. Lay walls with joints not less than 1/4 INCH at narrowest points or more than 1/2 INCH at widest points.

3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
 1. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 INCH IN 10 FEET, 3/8 INCH IN 20 FEET, or 1/2 INCH IN 40 FEET or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 INCH IN 20 FEET or 1/2 INCH IN 40 FEET or more.
 2. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines, do not exceed 1/4 INCH IN 20 FEET or 1/2 INCH IN 40 FEET or more.

3. Variation of Linear Building Line: For position shown in plan, do not exceed 1/2 INCH IN 20 FEET or 3/4 INCH IN 40 FEET or more.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 MORTAR BEDDING AND JOINTING

- A. Lay stone masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- B. Rake out mortar joints to a uniform depth of 1/2 inch and point with.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.4 INSTALLATION OF ANCHORED STONE MASONRY

- A. Anchor stone masonry to unit masonry with wire anchors unless otherwise indicated. Connect anchors to masonry joint reinforcement by inserting pintles into eyes of masonry joint reinforcement projecting from unit masonry.
- B. Embed veneer anchors in mortar joints of stone masonry at least halfway, but not less than 1-1/2 INCHES, through stone masonry and with at least a 5/8-INCH cover on exterior face.
- C. Space anchors not more than 18 INCHES o.c. vertically and 32 INCHES o.c. horizontally, with not less than one anchor per 2.67 SQ. FT. of wall area. Install additional anchors within 12 INCHES of openings, sealant joints, and perimeter at intervals not exceeding 12 INCHES.
- D. Set stone in full bed of mortar with full head joints unless otherwise indicated. Build anchors into mortar joints as stone is set.
- E. Provide 1-INCH cavity between stone masonry and backup construction unless otherwise indicated. Keep cavity free of mortar droppings and debris.
- F. Slope beds toward cavity to minimize mortar protrusions into cavity.
- G. Do not attempt to trowel or remove mortar fins protruding into cavity.

3.5 FLASHING, WEEP HOLES, AND CAVITY VENTS

- A. Install embedded flashing and weep holes at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

- B. At multiwythe masonry walls, including cavity walls, extend flashing through stone masonry, turned up a minimum of 12 INCHES, and extend into or through inner wythe to comply with requirements in Section 042000 "Unit Masonry."
- C. At lintels and shelf angles, extend flashing full length of angles but not less than 6 INCHES into masonry at each end.
- D. At sills, extend flashing not less than 4 INCHES at ends.
- E. At ends of head and sill flashing, turn up not less than 2 INCHES to form end dams.
- F. Install metal drip edges beneath flexible flashing at exterior wall face. Stop flexible flashing 1/2 INCH back from exterior wall face and adhere flexible flashing to top of metal drip edge.
- G. Place weep holes and vents in joints where moisture may accumulate, including at base of cavity walls, above shelf angles, and at flashing.
- H. Use wicking material to form weep holes above flashing in stone sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
- I. Space weep holes 24 INCHES o.c.
- J. Trim wicking material used in weep holes flush within 1/2" of exterior wall face after mortar has set.
- K. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.
- L. Install vents in head joints at top of each continuous cavity at spacing indicated. Use mesh weep holes/vents or open head joints to form vents.

3.6 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
 - 3. Protect adjacent surfaces from contact with cleaner.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

END OF SECTION 042000

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Shelf angles.
 - 2. Loose bearing and leveling plates.
- B. Products furnished, but not installed, under this Section include the following:
 - 1. Loose steel lintels.
 - 2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.
 - 3. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.

1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Paint products.
 - 2. Grout.
- B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36.

2.3 FASTENERS

- A. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47 malleable iron or ASTM A 27 cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.
- B. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
 - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
 - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

2.4 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with **Section 099113 "Exterior Painting**.
- B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
 - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- C. Water-Based Primer: Emulsion type, anticorrosive primer for mildly corrosive environments that is resistant to flash rusting when applied to cleaned steel and compatible with topcoat.
- D. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- F. Concrete: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normal-weight, air-entrained, concrete with a minimum 28-day compressive strength of 3000 and 4,000 psi per structural sheets.

2.5 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.
- C. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended.

- D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.
- E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors not less than 8 inches from ends and corners of units and 24 inches o.c.

2.6 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide wood framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

2.7 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

2.8 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Galvanize loose steel lintels located in exterior walls.
- C. Prime loose steel lintels located in exterior walls with zinc-rich primer. Prepare for paint finish

2.9 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.10 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.

2.11 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153 for steel and iron hardware and with ASTM A 123 for other steel and iron products.

- B. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
 - 1. Shop prime with universal shop primer unless zinc-rich primer is indicated.
- C. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:
 - 1. Exterior Items: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - 2. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 - 3. Other Items: SSPC-SP 3, "Power Tool Cleaning."
- D. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with nonshrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.3 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055000

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Framing with engineered wood products.
3. Wood blocking and nailers.
4. Wood furring.
5. Wood sleepers.
6. Plywood backing panels.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
1. Wood-preserved-treated wood.
 2. Fire-retardant-treated wood.
 3. Engineered wood products.
 4. Power-driven fasteners.
 5. Post-installed anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
 3. Dress lumber, S4S, unless otherwise indicated.

- B. Maximum Moisture Content of Lumber: 15 percent unless otherwise indicated.
- C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
 - 1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all rough carpentry unless otherwise indicated.

2.3 DIMENSION LUMBER FRAMING

- A. Miscellaneous framing as indicated on Construction drawings
 - 1. Application: Framing other than interior partitions not indicated as load bearing.
 - 2. Species:
 - a. Southern pine; SPIB.
 - b. Douglas fir-larch; WCLIB or WWPA.

2.4 ENGINEERED WOOD PRODUCTS

- A. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559. See Structural drawings for further information

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.

- B. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine or southern pine; No. 2 grade; SPIB.

2.6 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.7 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, preservative treated, fire-retardant-treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153.
2. Fasteners, including nuts and washers, in contact with preservative-treated wood shall be hot-dipped zinc-coated galvanized steel, stainless steel, silicon bronze or copper. Fasteners other than nails, timber rivets, wood screws and lag screws shall be permitted to be of mechanically deposited zinc-coated steel with coating weights in accordance with ASTM B695, class 55 minimum. Connectors that are used in exterior applications and in contact with preservative-treated wood shall have coating types and weights in accordance with the treated wood or connector manufacturer's recommendations. In the absence of the manufacturer's recommendations, a minimum of ASTM A653, Type G185 zinc-coated galvanized steel, or equivalent, shall be used. EXCEPTION: Plain carbon steel fasteners, including nuts and washers, in SBX/DOT and zinc borate preservative-treated wood in an interior, dry environment shall be permitted

- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

- C. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or ICC-ES AC308 as appropriate for the substrate.

2.8 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.

- B. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.

- C. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
- D. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Comply with AWPAC M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. ICC-ES evaluation report for fastener.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Roof sheathing.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS

- A. Emissions: Products shall meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings.

2.3 ROOF SHEATHING

- A. Plywood Sheathing: Exposure 1 sheathing.
 - 1. Thickness: **5/8 inch** thick.

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. For roof provide fasteners with hot-dip zinc coating complying with ASTM A 153

2.5 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
 - 2. ICC-ES evaluation report for fastener.
- D. Coordinate **roof** sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

END OF SECTION 061600

SECTION 061753 - SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood roof trusses.

1.2 ACTION SUBMITTALS

A. Product Data: For metal-plate connectors and fasteners.

B. Shop Drawings: Show fabrication and installation details for trusses.

1. Show location, pitch, span, camber, configuration, and spacing for each type of truss required.
2. Indicate sizes, stress grades, and species of lumber.
3. Indicate locations of permanent bracing required to prevent buckling of individual truss members due to design loads.
4. Indicate locations, sizes, and materials for permanent bracing required to prevent buckling of individual truss members due to design loads.
5. Indicate type, size, material, finish, design values, orientation, and location of metal connector plates.
6. Show splice details and bearing details.

C. Delegated-Design Submittal: For metal-plate-connected wood trusses indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

A. Product Certificates: For metal-plate-connected wood trusses, signed by officer of truss-fabricating firm.

B. Evaluation Reports: For the following, from ICC-ES:

1. Metal-plate connectors.

1.4 QUALITY ASSURANCE

A. Metal Connector-Plate Manufacturer Qualifications: A manufacturer that is a member of TPI and that complies with quality-control procedures in TPI 1 for manufacture of connector plates.

1. Manufacturer's responsibilities include providing professional engineering services needed to assume engineering responsibility.

2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.

- B. Fabricator Qualifications: Shop that participates in a recognized quality-assurance program, complies with quality-control procedures in TPI 1, and involves third-party inspection by an independent testing and inspecting agency acceptable to Architect and authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store trusses to comply with recommendations in SBCA BCSI, "Building Component Safety Information: Guide to Good Practice for Handling, Installing, Restraining, & Bracing Metal Plate Connected Wood Trusses."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in to design metal-plate-connected wood trusses.
- B. Structural Performance: Metal-plate-connected wood trusses shall be capable of withstanding design loads within limits and under conditions indicated. Comply with requirements in TPI 1.
- C. Comply with applicable requirements and recommendations of TPI 1, TPI DSB, and SBCA BCSI.
- D. Wood Structural Design Standard: Comply with applicable requirements in AF&PA's "National Design Specifications for Wood Construction" and its "Supplement."

2.2 DIMENSION LUMBER

- A. Lumber: DOC PS 20 and applicable rules of any rules-writing agency certified by the American Lumber Standard Committee (ALSC) Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 1. Provide dry lumber with 15 percent maximum moisture content at time of dressing.
- B. Permanent Bracing: Provide wood bracing that complies with requirements for miscellaneous lumber in Section 061000 "Rough Carpentry."

2.3 METAL CONNECTOR PLATES

- A. General: Fabricate connector plates to comply with TPI 1.
- B. Hot-Dip Galvanized-Steel Sheet: ASTM A 653; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G60 coating designation; and not less than 0.036 inch thick.

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Provide fasteners for use with metal framing anchors that comply with written recommendations of metal framing manufacturer.
 - 2. Where trusses are exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153.
- B. Nails, Brads, and Staples: ASTM F 1667.

2.5 FABRICATION

- A. Assemble truss members in design configuration indicated; use jigs or other means to ensure uniformity and accuracy of assembly, with joints closely fitted to comply with tolerances in TPI 1. Position members to produce design camber indicated.
 - 1. Fabricate wood trusses within manufacturing tolerances in TPI 1.
- B. Connect truss members by metal connector plates located and securely embedded simultaneously in both sides of wood members by air or hydraulic press.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wood trusses only after supporting construction is in place and is braced and secured.
- B. If trusses are delivered to Project site in more than one piece, assemble trusses before installing.
- C. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.
- D. Install and brace trusses according to TPI recommendations and as indicated.
- E. Anchor trusses securely at bearing points
- F. Securely connect each truss ply required for forming built-up trusses in shop to perform as monolithic unit.
- G. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.
 - 1. Install bracing to comply with Section 061000 "Rough Carpentry."
- H. Install wood trusses within installation tolerances in TPI 1.
- I. Do not alter trusses in field. Do not cut, drill, notch, or remove truss members.

- J. Replace wood trusses that are damaged or do not comply with requirements.

END OF SECTION 061753

SECTION 062013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Exterior wood trim.
 - 2. Wood soffits.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of inspection agency, indicating grade, species, moisture content at time of surfacing, and mill.
 - 2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.

2.2 EXTERIOR TRIM

- A. Lumber Trim for **Semitransparent-Stained Finish**.
 - 1. Species and Grade: Western red cedar; NLGA, WCLIB, or WWPA Clear Heart for trim and No2 & better for timber members
 - 2. Maximum Moisture Content: 15 percent with at least 85 percent of shipment at 12 percent or less.
 - 3. Finger Jointing: Allowed if made with wet-use adhesive complying with ASTM D 5572.
 - 4. Face Surface: **Saw textured**.

2.3 WOOD SOFFITS

- A. Provide kiln-dried wood soffits complying with DOC PS 20
- B. Species and Grade: Western red cedar; NLGA, WCLIB, or WWPA **Grade B**.

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches into wood substrate.
 - 1. For Western Red Cedar, provide stainless steel fasteners.
- B. Flashing: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim" for flashing materials installed in exterior finish carpentry.
- C. Sealants: Latex, complying with ASTM C 834 Type OP, Grade NF and applicable requirements in Section 079200 "Joint Sealants," and recommended by sealant and substrate manufacturers for intended application.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

3.2 INSTALLATION, GENERAL

- A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials.
 - 1. Use concealed shims where necessary for alignment.
 - 2. Scribe and cut exterior finish carpentry to fit adjoining work.
 - 3. Refinish and seal cuts as recommended by manufacturer.
 - 4. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining exterior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
 - 5. Coordinate exterior finish carpentry with materials and systems in or adjacent to it.
 - 6. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Install flat-grain lumber with bark side exposed to weather.
- B. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 48 inches long, except where necessary.
 - 1. Use scarf joints for end-to-end joints.
 - 2. Stagger end joints in adjacent and related members.
- C. Fit exterior joints to exclude water.
 - 1. Cope at returns and miter at corners to produce tight-fitting joints, with full-surface contact throughout length of joint.
 - 2. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.

- D. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
- E. Flashing: Install metal flashing as indicated on Drawings and as recommended by siding manufacturer.
- F. Finish: Apply finish within two weeks of installation.

END OF SECTION 062013

SECTION 062023 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior trim,

1.2 ACTION SUBMITTALS

- A. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by grading agency.

2.2 INTERIOR TRIM

- A. Hardwood Lumber Trim for Opaque finish (painted finish):
 - 1. Species and Grade: Poplar #1 common
 - 2. Maximum Moisture Content: 15 percent with at least 85 percent of shipment at 12 percent or less.
 - 3. Finger Jointing: Allowed.
 - 4. Face Surface: **Surfaced (smooth)**

2.3 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
- B. Low-Emitting Materials: Adhesives shall comply with testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

- C. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.
- D. Multipurpose Construction Adhesive: Formulation, complying with ASTM D 3498, that is recommended for indicated use by adhesive manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

3.2 INSTALLATION, GENERAL

- A. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials.
 - 1. Use concealed shims where necessary for alignment.
 - 2. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 3. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
 - 4. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
 - 5. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available.
 - 1. Do not use pieces less than 48 inches long, except where necessary.
 - 2. Stagger joints in adjacent and related standing and running trim.
 - 3. Miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint.
 - 4. Use scarf joints for end-to-end joints.
 - 5. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
 - 6. Match color and grain pattern of trim for transparent finish (stain or clear finish) across joints.
 - 7. Install trim after gypsum-board joint finishing operations are completed.
 - 8. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting.
 - 9. Fasten to prevent movement or warping.

10. Countersink fastener heads on exposed carpentry work and fill holes.
11. At floor applications, scribe base trim where floor flatness exceeds 1/8" in 10'-0" segments.

END OF SECTION 062023

SECTION 071900 - WATER REPELLENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes penetrating water-repellent treatments for the following vertical and horizontal surfaces:
 - 1. Concrete unit masonry.
 - 2. Natural stone.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of water repellent and substrate indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Product certificates.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: An employer of workers trained and approved by manufacturer.

PART 2 - PRODUCTS

2.1 PENETRATING WATER REPELLENTS

- A. Silane/Siloxane-Blend, Penetrating Water Repellent: Clear, silane and siloxane blend with 400 g/L or less of VOCs.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
 - 1. Verify that surfaces are clean and dry according to water-repellent manufacturer's requirements. Check moisture content in representative locations by method recommended by manufacturer.
 - 2. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.

3. Verify that required repairs are complete, cured, and dry before applying water repellent.

- B. Test pH level according to water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.

3.2 PREPARATION

- A. New Construction and Repairs: Allow concrete and other cementitious materials to age before application of water repellent, according to repellent manufacturer's written instructions.
- B. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product according to water-repellent manufacturer's written instructions.
- C. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.
- D. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

3.3 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply coating of water repellent on surfaces to be treated using low-pressure spray to the point of saturation. Apply coating in dual passes of uniform, overlapping strokes. Remove excess material; do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.
- C. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

3.4 CLEANING

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Correct damage to work of other trades caused by water-repellent application.
- B. Comply with manufacturer's written cleaning instructions.

END OF SECTION 071900

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Polyisocyanurate foam-plastic board.
 - 2. Glass-fiber blanket.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Research reports.

PART 2 - PRODUCTS

2.1 POLYISOCYANURATE FOAM-PLASTIC BOARD

- A. Polyisocyanurate Board, Foil Faced: ASTM C 1289, foil faced, Type I, Class 1 or 2.
 - 1. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

2.2 GLASS-FIBER BLANKET

- A. Glass-Fiber Blanket, Kraft Faced: ASTM C 665, Type II (nonreflective faced), Class C (faced surface not rated for flame propagation); Category 1 (membrane is a vapor barrier).

2.3 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
 - 1. Glass-Fiber Insulation: ASTM C 764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E 84.
- B. Insulation Anchors, Spindles, and Standoffs: As recommended by manufacturer.

- C. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.
- D. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide ventilation between insulated attic spaces and vented eaves.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.2 INSTALLATION OF SLAB INSULATION

- A. On vertical slab edge and foundation surfaces, set insulation units using manufacturer's recommended adhesive according to manufacturer's written instructions.
 - 1. If not otherwise indicated, extend insulation a minimum of 24 inches below exterior grade line.
- B. On horizontal surfaces, loosely lay insulation units according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.
 - 1. If not otherwise indicated, extend insulation a minimum of 24 inches in from exterior walls.

3.3 INSTALLATION OF FOUNDATION WALL INSULATION

- A. Butt panels together for tight fit.
- B. Anchor Installation: Install board insulation on concrete substrates by adhesively attached, spindle-type insulation anchors.
- C. Adhesive Installation: Install with adhesive or press into tacky waterproofing or dampproofing according to manufacturer's written instructions.

3.4 INSTALLATION OF CAVITY-WALL INSULATION

- A. Foam-Plastic Board Insulation: Install pads of adhesive spaced approximately 24 inches o.c. both ways on inside face and as recommended by manufacturer. Fit courses of insulation between wall ties and other obstructions, with edges butted tightly in both directions. Press units firmly against inside substrates.
1. Supplement adhesive attachment of insulation by securing boards with two-piece wall ties designed for this purpose and specified in Section 042000 "Unit Masonry."

3.5 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 4. Water-piping coordination: If water piping is located within insulated exterior walls, coordinate location of piping to ensure that it is placed on warm side of insulation and insulation encapsulates piping.
 5. Attics: Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
 6. For wood-framed construction, install blankets according to ASTM C 1320 and as follows:
 - a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.
 7. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft.
 2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

END OF SECTION 072100

SECTION 072419 - WATER-DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. EIFS-clad drainage-wall assemblies that are field applied over substrate.
2. Water-resistive barrier coatings.

1.2 ACTION SUBMITTALS

- A. Product Data: For each EIFS component, trim, and accessory, including water-resistive barrier coatings.
- B. Shop Drawings:
1. Include details for EIFS buildouts.
- C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Manufacturer certificates.
- B. Product certificates.
- C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An installer who is certified in writing by AWCI International as qualified to install Class PB EIFS using trained workers.

1.6 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace components of EIFS-clad drainage-wall assemblies that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Manufacturer's standard from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. EIFS Performance: Comply with ASTM E 2568 and with the following:
 1. Weathertightness: Resistant to uncontrolled water penetration from exterior, with a means to drain water entering EIFS to the exterior.
 2. Impact Performance: ASTM E 2568, Medium impact resistance unless otherwise indicated.
 3. Drainage Efficiency: 90 percent average minimum when tested according to ASTM E 2273.

2.2 EIFS MATERIALS

- A. Water-Resistive Barrier Coating: EIFS manufacturer's standard formulation and accessories for use as water-resistive barrier coating; compatible with substrate.
 1. Water-Resistance: Comply with physical and performance criteria of ASTM E 2570.
- B. Flexible-Membrane Flashing: Cold-applied, self-adhering, self-healing, rubberized-asphalt, and polyethylene-film composite sheet or tape and primer; EIFS manufacturer's standard or product recommended in writing by EIFS manufacturer.
- C. Drainage mat: Mat designed to drain incidental moisture by gravity; EIFS manufacturer's standard or product recommended in writing by EIFS manufacturer.
- D. Insulation Adhesive: EIFS manufacturer's standard formulation designed for indicated use; specifically formulated to be applied to back side of insulation in a manner that creates open vertical channels designed to serve as an integral part of the water-drainage system of the EIFS-clad drainage-wall assembly; compatible with substrate.
- E. Molded, (Expanded) Rigid Cellular Polystyrene Board Insulation: Comply with ASTM E 2430.
- F. Reinforcing Mesh: Balanced, alkali-resistant, open-weave, glass-fiber mesh treated for compatibility with other EIFS materials, made from continuous multi-end strands with retained mesh tensile strength of not less than 120 lbf/in. according to ASTM E 2098.
- G. Base Coat: EIFS manufacturer's standard mixture.
- H. Water-Resistant Base Coat: EIFS manufacturer's standard water-resistant formulation.
- I. Primer: EIFS manufacturer's standard factory-mixed, elastomeric-polymer primer for preparing base-coat surface for application of finish coat.
- J. Finish Coat: EIFS manufacturer's standard acrylic-based coating with enhanced mildew resistance

1. Colors: As selected by Architect from manufacturer's full range.
 2. Textures: As selected by Architect from manufacturer's full range.
- K. Trim Accessories: Type as designated or required to suit conditions indicated and to comply with EIFS manufacturer's written instructions; manufactured from UV-stabilized PVC; and complying with ASTM D 1784, manufacturer's standard cell class for use intended, and ASTM C 1063.

PART 3 - EXECUTION

3.1 EIFS INSTALLATION

- A. Comply with ASTM C 1397, ASTM E 2511, and EIFS manufacturer's written instructions for installation of EIFS as applicable to each type of substrate indicated.
- B. Water-Resistive Barrier Coating: Apply over substrate to provide a water-resistive barrier.
- C. Flexible-Membrane Flashing: Install over water-resistive barrier coating, applied and lapped to shed water; seal at openings, penetrations, and terminations. Prime substrates with flashing primer if required and install flashing.
- D. Trim: Apply trim accessories at perimeter of EIFS, at expansion joint and elsewhere as indicated. Coordinate with installation of insulation.
- E. Drainage mat: Apply wrinkle free, continuously, with edges butted and adhesively secured over water-/weather-resistive barrier according to manufacturer's written instructions.
- F. Board Insulation: Adhesively attach insulation to substrate in compliance with ASTM C 1397.
 1. Apply adhesive to insulation by notched-trowel method, with notches oriented vertically to produce drainage channels that remain functional after the insulation is adhered to substrate.
 2. Rasp or sand flush entire surface of insulation to remove irregularities projecting more than 1/16 inch from surface of insulation and to remove yellowed areas due to sun exposure; do not create depressions deeper than 1/16 inch. Prevent airborne dispersal and immediately collect insulation raspings or sandings.
 3. Coordinate installation of flashing and insulation to produce wall assembly that does not allow water to penetrate behind flashing and water-resistive barrier coating.
- G. Expansion Joints: Install at locations indicated, where required by EIFS manufacturer.
- H. Water-Resistant Base Coat: Apply full-thickness coverage to exposed insulation and to exposed surfaces and to other surfaces indicated on Drawings.
- I. Base Coat: Apply full coverage to exposed insulation with not less than 1/16-inch dry-coat thickness.
- J. Reinforcing Mesh: Embed reinforcing mesh in wet base coat to produce wrinkle-free installation with mesh continuous at corners, overlapped not less than 2-1/2 inches or otherwise treated at joints to comply with ASTM C 1397. Do not lap reinforcing mesh within 8 inches of corners.

Completely embed mesh, applying additional base-coat material if necessary, so reinforcing-mesh color and pattern are invisible.

- K. Finish Coat: Apply full-thickness coverage over dry primed base coat, maintaining a wet edge at all times for uniform appearance, to produce a uniform finish of color and texture matching approved sample and free of cold joints, shadow lines, and texture variations.
- L. Sealer Coat: Apply over dry finish coat, in number of coats and thickness required by EIFS manufacturer.

3.2 FIELD QUALITY CONTROL

- A. Special Inspections: Contractor will engage a qualified special inspector to perform.
- B. Testing Agency: Contractor will engage a qualified testing agency to perform tests and inspections.
- C. EIFS Tests and Inspections: According to ASTM E 2359.
- D. EIFS will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 072419

SECTION 072726 - FLUID-APPLIED MEMBRANE AIR BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Vapor-permeable, fluid-applied air barriers.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For air-barrier assemblies.

1. Include details for substrate joints and cracks, counterflashing strips, penetrations, inside and outside corners, terminations, and tie-ins with adjoining construction.

1.3 INFORMATIONAL SUBMITTALS

A. Product certificates.

B. Product test reports.

C. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Air-Barrier Performance: Air-barrier assembly and seals with adjacent construction shall be capable of performing as a continuous air barrier and as a liquid-water drainage plane flashed to discharge to the exterior incidental condensation or water penetration. Air-barrier assemblies shall be capable of accommodating substrate movement and of sealing substrate expansion and control joints, construction material changes, penetrations, and transitions at perimeter conditions without deterioration and air leakage exceeding specified limits.
- B. Air-Barrier Assembly Air Leakage: Maximum 0.04 cfm/sq. ft. of surface area at 1.57 lbf/sq. ft., when tested according to ASTM E 2357.

2.2 MEDIUM-BUILD AIR BARRIERS, VAPOR PERMEABLE

- A. Medium-Build, Vapor-Permeable Air Barrier: Synthetic polymer material with an installed dry film thickness, according to manufacturer's written instructions, of 17 to 30 mils over smooth, void-free substrates.
1. Physical and Performance Properties:
 - a. Air Permeance: Maximum 0.004 cfm/sq. ft. of surface area at 1.57-lbf/sq. ft. pressure difference; ASTM E 2178.
 - b. Vapor Permeance: Minimum 10 perms; ASTM E 96, Desiccant Method, Procedure A.
 - c. Ultimate Elongation: Minimum 250 percent; ASTM D 412, Die C.
 - d. Adhesion to Substrate: Minimum 30 lbf/sq. in. when tested according to ASTM D 4541.
 - e. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
 - f. UV Resistance: Can be exposed to sunlight for 180 days according to manufacturer's written instructions.
 - g. Adhesion to Substrate: Minimum 30 lbf/sq. in. when tested according to ASTM D 4541.
 - h. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
 - i. UV Resistance: Can be exposed to sunlight for 180 days according to manufacturer's written instructions.

2.3 ACCESSORY MATERIALS

- A. Requirement: Provide primers, transition strips, termination strips, joint reinforcing fabric and strips, joint sealants, counterflashing strips, flashing sheets and metal termination bars, termination mastic, substrate patching materials, adhesives, tapes, foam sealants, lap sealants, and other accessory materials that are recommended in writing by air-barrier manufacturer to produce a complete air-barrier assembly and that are compatible with primary air-barrier material and adjacent construction to which they may seal.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Clean, prepare, treat, fill, and seal substrate and joints and cracks in substrate according to manufacturer's written instructions and details. Provide clean, dust-free, and dry substrate for air-barrier application.
- B. Mask off adjoining surfaces not covered by air barrier to prevent spillage and overspray affecting other construction.
- C. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids in concrete with substrate-patching material.
- D. Remove excess mortar from masonry ties, shelf angles, and other obstructions.

- E. At changes in substrate plane, apply sealant or termination mastic beads at sharp corners and edges to form a smooth transition from one plane to another.
- F. Bridge isolation joints, expansion joints and discontinuous wall-to-wall, deck-to-wall, and deck-to-deck joints with air-barrier accessory material that accommodates joint movement according to manufacturer's written instructions and details.

3.2 INSTALLATION

- A. Install materials according to air-barrier manufacturer's written instructions and details to form a seal with adjacent construction and ensure continuity of air and water barrier.
 - 1. Coordinate the installation of air barrier with installation of roofing membrane and base flashing to ensure continuity of air barrier with roofing membrane.
 - 2. Install transition strip on roofing membrane or base flashing so that a minimum of 3 inches of coverage is achieved over each substrate.
 - 3. Unless manufacturer recommends in writing against priming, apply primer to substrates at required rate and allow it to dry.
 - 4. Apply primer to substrates at required rate and allow it to dry. Limit priming to areas that will be covered by air-barrier material on same day. Reprime areas exposed for more than 24 hours.
- B. Connect and seal exterior wall air-barrier material continuously to roofing-membrane air barrier, concrete below-grade structures, floor-to-floor construction, exterior glazing and window systems, glazed curtain-wall systems, storefront systems, exterior louvers, exterior door framing, and other construction used in exterior wall openings, using accessory materials.
- C. Wall Openings: Prime concealed, perimeter frame surfaces of windows, curtain walls, storefronts, and doors. Apply transition strip so that a minimum of 3 inches of coverage is achieved over each substrate. Maintain 3 inches of full contact over firm bearing to perimeter frames, with not less than 1 inch of full contact.
- D. Repair punctures, voids, and deficient lapped seams in strips and transition strips. Slit and flatten fishmouths and blisters. Patch with transition strips extending 6 inches beyond repaired areas in strip direction.
- E. Medium-Build Air Barriers: Apply continuous unbroken air-barrier material to substrates according to the following thickness. Apply an increased thickness of air-barrier material in full contact around protrusions such as masonry ties.
 - 1. Vapor-Retarding, Medium-Build Air Barrier: Total dry film thickness as recommended in writing by manufacturer to comply with performance requirements, applied in one or more equal coats. Apply additional material as needed to achieve void- and pinhole-free surface.
 - 2. Vapor-Permeable, Medium-Build Air Barrier: Total dry film thickness as recommended in writing by manufacturer to comply with performance requirements, applied in one or more equal coats. Apply additional material as needed to achieve void- and pinhole-free surface, but do not exceed thickness on which required vapor permeability is based.
- F. Do not cover air barrier until it has been tested and inspected by testing agency.
- G. Correct deficiencies in or remove air barrier that does not comply with requirements; repair substrates and reapply air-barrier components.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor to **Engage** a qualified testing agency to perform tests and inspections.
- B. Tests: As determined by testing agency from among the following tests:
 - 1. Air-barrier dry film thickness.
 - 2. Air-Leakage-Location Testing: Air-barrier assemblies will be tested for evidence of air leakage according to ASTM E 1186, chamber pressurization or depressurization with smoke tracers.
 - 3. Air-Leakage-Volume Testing: Air-barrier assemblies will be tested for air-leakage rate according to ASTM E 783 or ASTM E 2357.
 - 4. Adhesion Testing: Air-barrier assemblies will be tested for required adhesion to substrate according to ASTM D 4541 for each 600 sq. ft. of installed air barrier or part thereof.
- C. Air barriers will be considered defective if they do not pass tests and inspections.
 - 1. Apply additional air-barrier material, according to manufacturer's written instructions, where inspection results indicate insufficient thickness.
 - 2. Remove and replace deficient air-barrier components for retesting as specified above.
- D. Repair damage to air barriers caused by testing; follow manufacturer's written instructions.
- E. Prepare test and inspection reports.

3.4 CLEANING AND PROTECTION

- A. Protect air-barrier system from damage during application and remainder of construction period, according to manufacturer's written instructions.
- B. Remove masking materials after installation.

END OF SECTION 072726

SECTION 073113 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphalt shingles.
 - 2. Underlayment.
 - 3. Ridge vents.
 - 4. Metal flashing and trim.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation reports.
- C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
 - 1. Material Warranty Period: Manufacturer's standard.
 - 2. Wind-Speed Warranty Period: Manufacturer's standard.
 - 3. Algae-Resistance Warranty Period: Manufacturer's standard.
 - 4. Workmanship Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance according to ASTM E 108 or UL 790 by Underwriters Laboratories, Inc. or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
 - 1. Butt Edge: **Straight.**
 - 2. Strip Size: Manufacturer's standard.
 - 3. Algae Resistance: Granules resist algae discoloration.
 - 4. Impact Resistance: UL 2218, Class 4.
 - 5. Color and Blends: As selected by Architect from manufacturer's full range.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226 asphalt-saturated organic felts, nonperforated.
 - 1. Type: Type I – two layer, or Type II – one layer.
- B. Synthetic Underlayment: UV-resistant polypropylene, polyolefin, or polyethylene polymer fabric with surface coatings or treatments to improve traction underfoot and abrasion resistance; evaluated and documented to be suitable for use as a roof underlayment under applicable codes by a testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Self-Adhering Sheet Underlayment, Granular Surfaced: ASTM D 1970, minimum of 40-mil- thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release backing; cold applied. Provide primer for adjoining concrete or masonry surfaces to receive underlayment.

2.4 RIDGE VENTS

- A. Rigid Ridge Vent: Manufacturer's standard, rigid section high-density polypropylene or other UV-stabilized plastic ridge vent for use under ridge shingles.
 - 1. Minimum Net Free Area: As indicated on the Drawings.
 - 2. Width: As indicated on the Drawings.
 - 3. Features:
 - a. Nonwoven geotextile filter strips.
 - b. External deflector baffles.

2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch- diameter, sharp-pointed, with a minimum 3/8-inch- diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through OSB or plywood sheathing.
 - 1. Shank: Barbed.
 - 2. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt-Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with low-profile capped heads or disc caps, 1-inch minimum diameter.
- D. Synthetic-Underlayment Fasteners: As recommended in writing by synthetic-underlayment manufacturer for application indicated.

2.6 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Double-Layer Felt Underlayment: Install on roof deck parallel with and starting at 3" overlap of self-adhered underlayment. Install succeeding courses lapping previous courses 19 inches in shingle fashion. Lap ends a minimum of 6 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with felt-underlayment nails.
 - 1. Install felt underlayment on roof sheathing not covered by self-adhering sheet underlayment. Lap edges over self-adhering sheet underlayment not less than 3 inches (75 mm) in direction that sheds water.
 - 2. Terminate felt underlayment **extended up not less than 6 inches** against sidewalls, curbs, chimneys, and other roof projections.
 - 3. Install fasteners at no more than 36 inch o.c.
- C. Self-Adhering Sheet Underlayment: Install, wrinkle free, on roof deck at eaves and where indicated on drawings. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install lapped in direction that sheds water. Lap sides not less than 3-1/2 inches. Lap ends not less than 6 inches staggered 24 inches between courses. Roll laps with roller. Cover underlayment within seven days.

3.2 METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."

3.3 ASPHALT-SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and recommendations in NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Install starter strip along lowest roof edge, consisting of an asphalt-shingle strip at least 7 inches wide with self-sealing strip face up at roof edge.
 - 1. Extend asphalt shingles 1/2 inch over fasciae at eaves and rakes.
 - 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- E. Install asphalt shingles by single-strip column or racking method, maintaining uniform exposure. Install full-length first course followed by cut second course, repeating alternating pattern in succeeding courses.
- F. Fasten asphalt-shingle strips with roofing nails located according to manufacturer's written instructions.
 - 1. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.
- G. Woven Valleys: Extend succeeding asphalt-shingle courses from both sides of valley 12 inches beyond center of valley, weaving intersecting shingle-strip courses over each other. Use one-piece shingle strips without joints in valley.
 - 1. Do not nail asphalt shingles within 6 inches of valley center.
- H. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.
- I. Hip and Ridge Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

END OF SECTION 073113

SECTION 074113.16 - STANDING-SEAM METAL ROOF PANELS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes standing-seam metal roof panels.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- C. Samples: For each type of metal panel indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Warranties: Sample of special warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: **10** years from date of Substantial Completion.
- C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
 - 1. Warranty Period: 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Energy Performance: Provide roof panels that are listed on the EPA/DOE's ENERGY STAR "Roof Product List" for **low** slope roof products.
- B. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
 - 1. Wind Loads: As indicated on Drawings.
 - 2. Other Design Loads: As indicated on Drawings.
 - 3. Deflection Limits: For wind loads, no greater than 1/240 of the span.
- C. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 1680 or ASTM E 283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft.
- D. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 or ASTM E 331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft.
- E. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.
- F. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
 - 1. Uplift Rating: UL 90.
- G. FM Global Listing: Provide metal roof panels and component materials that comply with requirements in FM Global 4471 as part of a panel roofing system and that are listed in FM Global's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.
 - 1. Fire/Windstorm Classification: Class 1A-115
 - 2. Hail Resistance: SH.

- H. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.

- B. Vertical-Rib, Seamed-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and **intermediate stiffening ribs symmetrically spaced** between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and mechanically seaming panels together.

1. Aluminum Sheet: Coil-coated sheet, ASTM B 209, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.
 - a. Thickness: 0.032 inch
 - b. Surface: Smooth, flat finish.
 - c. Exterior Finish: As indicated on the Drawings.
 - d. Color: as indicated
2. Clips: One-piece fixed to accommodate thermal movement.
 - a. Material: 18 GA; 0.050" 300 series stainless-steel.
3. Joint Type: Single folded
4. Panel Coverage: 16" wide.
5. Panel Height: 1.75"

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 240 deg F; ASTM D 1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D 1970.

2.4 MISCELLANEOUS MATERIALS

- A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
 - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 - 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- B. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- C. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- D. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch wide and 1/8 inch thick.
 - 2. Joint Sealant: ASTM C 920; as recommended in writing by metal panel manufacturer.
 - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.5 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

2.6 FINISHES

A. Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.2 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

1. Apply over the entire standing seam roof surface.

- B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

3.3 METAL PANEL INSTALLATION

- A. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.

1. Install clips to supports with self-tapping fasteners.
2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
4. Watertight Installation:
 - a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommend in writing by manufacturer as needed to make panels watertight.
 - b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
 - c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.

- B. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
- C. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 074113.16

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Formed roof-drainage sheet metal fabrications.
 - 2. Formed low-slope roof sheet metal fabrications.
 - 3. Formed steep-slope roof sheet metal fabrications.
 - 4. Formed wall sheet metal fabrications.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For sheet metal flashing and trim.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Distinguish between shop- and field-assembled work.
 - 3. Include identification of finish for each item.
 - 4. Include pattern of seams and details of termination points, expansion joints and expansion-joint covers, direction of expansion, roof-penetration flashing, and connections to adjoining work.
- C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Product test reports.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 - 1. For copings and roof edge flashings that are SPRI ES-1 tested, shop shall be listed as able to fabricate required details as tested and approved.

1.6 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install **roof edge flashings** tested according to SPRI ES-1 and capable of resisting the following design pressure:
 - 1. Design Pressure: As indicated on Drawings.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
 - 1. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: As selected by Architect from manufacturer's full range.

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.
1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F or higher.
 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F or lower.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- E. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- F. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Obtain field measurements for accurate fit before shop fabrication.
 - 2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- H. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate 6" half round 24 gauge Two-Coat Fluoropolymer: AAMA 2605 , complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- long sections. Furnish brackets secured to subroof and gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.
 - 1. Accessories: Valley baffles.

- B. Downspouts: Fabricate round downspouts for 6" gutter connection, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.

1. Hanger Style: 1.4" gutter strap with concealed fastener.
2. Fabricate from the following materials:
 - a. Aluminum: 0.024 inch thick.

2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing **Fascia Cap**: Fabricate in minimum 96-inch- long, but not exceeding 12-foot-long sections. Furnish with 6-inch- wide, joint cover plates. Shop fabricate interior and exterior corners.

1. Fabricate from the Following Materials:
 - a. Aluminum: 0.050 inch thick.

- B. Base Flashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:

1. Stainless Steel: 0.019 inch thick.

- C. Counterflashing and Flashing Receivers: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.

2.8 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.

- B. Drip Edges: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.

- C. Eave, Rake, Flashing: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.

2.9 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- long, but not exceeding 12-foot- long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings; and form with 2-inch- high, end dams. Fabricate from the following materials:

1. Stainless Steel: 0.016 inch thick.

- B. Wall Expansion-Joint Cover: Fabricate from the following materials:

1. Aluminum: 0.040 inch thick.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.
- B. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 14 days.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 - 5. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 - 1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.

- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

3.3 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters: Join sections with joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
 - 1. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches o.c.
- D. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches in direction of water flow.

3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate.
- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with **butyl** sealant and clamp flashing to pipes that penetrate roof.

3.5 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of through-wall flashing is specified in Section 042000 "Unit Masonry." Section 044200 "Exterior Stone Cladding."

3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 076200

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Non-staining silicone joint sealants.
3. Urethane joint sealants.
4. Mildew-resistant joint sealants.
5. Latex joint sealants.

1.2 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples: For each kind and color of joint sealant required.
- C. Joint-Sealant Schedule: Include the following information:
1. Joint-sealant application, joint location, and designation.
 2. Joint-sealant manufacturer and product name.
 3. Joint-sealant formulation.
 4. Joint-sealant color.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Preconstruction laboratory test reports.
- C. Preconstruction field-adhesion-test reports.
- D. Field-adhesion-test reports.
- E. Sample warranties.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

1.5 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T and NT.

2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

2.3 URETHANE JOINT SEALANTS

- A. Urethane, M, NS, 50, T, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Uses T and NT.

2.4 MILDEW-RESISTANT JOINT SEALANTS

- A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

2.5 JOINT-SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove laitance and form-release agents from concrete.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

- 1. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.3 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

- 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
 - b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.4 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

- 1. Joint Locations:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Joints in dimension stone cladding.
 - d. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Silicone, non-staining, S, NS, 50, NT.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors

- B. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.

- 1. Joint Locations:
 - a. Isolation joints in cast-in-place concrete slabs.
 - b. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Urethane, S, P, 50, T, NT.
 - 3. Joint-Sealant Color: **Match lighter spectrum of concrete stain. Submit color samples for Architect approval.**

- C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Vertical joints on exposed surfaces of **unit masonry**.
 - c. Other joints as indicated on Drawings.
 2. Joint Sealant: Urethane, S, NS, 50, NT.
 3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors.**
- D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
1. Joint Locations:
 - a. Control joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints between interior wall surfaces and frames of **interior doors, windows**.
 - c. Other joints as indicated on Drawings.
 2. Joint Sealant: Acrylic latex.
 3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors.**
- E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Other joints as indicated on Drawings.
 2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 50, NT.
 3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors.**
- F. Joint-Sealant Application: Concealed mastics.
1. Joint Locations:
 - a. Aluminum thresholds.
 - b. Other joints as indicated on Drawings.
 2. Joint Sealant: Butyl-rubber based.
 3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors.**

END OF SECTION 079200

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Interior custom hollow-metal doors and frames.
 - 2. Exterior custom hollow-metal doors and frames.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include the following:
 - 1. Elevations of each door type.
 - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
 - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
- C. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Field quality control reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Thermally Rated Door Assemblies: Provide door assemblies with U-factor of not more than 0.37 deg Btu/F x h x sq. ft. when tested according to ASTM C 518.

2.2 INTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Standard-Duty Doors and Frames: SDI A250.8, Level 1; SDI A250.4, Level C. At locations indicated in the Door and Frame Schedule.
 - 1. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: 1-3/4 inches.
 - c. Face: Uncoated steel sheet, minimum thickness of 0.032 inch.
 - d. Edge Construction: **Model 1, Full Flush**
 - e. Core: Manufacturer's standard.
 - 2. Frames:
 - a. Materials: Uncoated sheet, minimum thickness of 0.042 inch.
 - b. Frames: Fabricated from same thickness material as adjacent door frame.
 - c. Construction: Knocked down.

2.3 EXTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2; SDI A250.4, Level B. At locations indicated in the Door and Frame Schedule.
 - 1. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: 1-3/4 inches.
 - c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch, with minimum A60 coating.
 - d. Edge Construction: **Model 1, Full Flush**
 - e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
 - f. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
 - g. Bottom Edges: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
 - h. Core: **Polystyrene**
 - 2. Frames:
 - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A60 coating.
 - b. Construction: Full profile welded.

2.4 FRAME ANCHORS

- A. Jamb Anchors:
 - 1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
 - 2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.
 - 3. Post-installed Expansion Anchor: Minimum 3/8-inch- diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at top of underlayment.
- D. Material: ASTM A 879, Commercial Steel (CS), 04Z coating designation; mill phosphatized.
 - 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008 or ASTM A 1011; hot-dip galvanized according to ASTM A 153, Class B.

2.5 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153.
- C. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- D. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

2.6 FABRICATION

- A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
 - 1. Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by welding[, **or by rigid mechanical anchors.**
 - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 3. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.

- a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive non-templated, mortised, and surface-mounted door hardware.
 - 2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap doors and frames to receive non-templated, mortised, and surface-mounted door hardware.

3.2 INSTALLATION

- A. Hollow-Metal Frames: Comply with SDI A250.11.
 - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
 - a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
 - b. Install frames with removable stops located on secure side of opening.
 - 2. Floor Anchors: Secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
 - 3. Solidly pack mineral-fiber insulation inside frames.
 - 4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.

5. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

- B. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.

1. Non-Fire-Rated Steel Doors: Comply with SDI A250.8.

3.3 FIELD QUALITY CONTROL

- A. Inspection Agency: **Engage** a qualified inspector to perform inspections and to furnish reports to Architect.
- B. Inspections:
 1. Egress Door Inspections: Inspect each door equipped with fire exit hardware, each door located in an exit enclosure, each electrically controlled egress door, and each door equipped with special locking arrangements according to NFPA 101, section 7.2.1.15.
- C. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- D. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.
- E. Prepare and submit separate inspection report for each fire-rated door assembly indicating compliance with each item listed in NFPA 80 and NFPA 101.

3.4 CLEANING AND TOUCHUP

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- C. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

SECTION 083113 - ACCESS DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes access doors and frames for walls and ceilings.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: For access doors and frames.

1.3 CLOSEOUT SUBMITTALS

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 ACCESS DOORS AND FRAMES

- A. Flush Access Doors with Exposed Flanges:
 - 1. Description: Face of door flush with frame, with exposed flange and concealed hinge.
 - 2. Locations: Wall
 - 3. Uncoated Steel Sheet for Door: Nominal 0.060 inch, 16 gage, factory primed.
 - 4. Stainless Steel Sheet for Door: Nominal 0.062 inch, 16 gage, ASTM A480 No. 4 finish.
 - 5. Frame Material: Same material, thickness, and finish as door.
 - 6. Latch and Lock: Cam latch, key operated
 - 7. Key storage box: Provide wall mounted key storage box with labels for each access panel location. Location of box determined by architect and owner in field
- B. Attic access Stair

Prove access panel and ladder as indicated on drawings

2.3 MATERIALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36.
- B. Steel Sheet: Uncoated or electrolytic zinc coated, ASTM A 879, with cold-rolled steel sheet substrate complying with ASTM A 1008, Commercial Steel (CS), exposed.
- C. Frame Anchors: Same material as door face.

- D. Inserts, Bolts, and Anchor Fasteners: Hot-dip galvanized steel according to ASTM A 153 or ASTM F 2329.

2.4 FABRICATION

- A. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- B. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish mounting holes, attachment devices and fasteners of type required to secure access doors to types of supports indicated.
- C. Latch and Lock Hardware:
 - 1. Quantity: Furnish number of latches and locks required to hold doors tightly closed.
 - 2. Keys: Furnish two keys per lock and key all locks alike.

2.5 FINISHES

- A. Painted Finishes: Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
 - 1. Factory Primed: Apply manufacturer's standard, lead- and chromate-free, universal primer immediately after surface preparation and pretreatment.
 - a. Color: Painted to match adjacent wall surface

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's written instructions for installing access doors and frames.
- B. Adjust doors and hardware, after installation, for proper operation.

3.2 FIELD QUALITY CONTROL

- A. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- B. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

END OF SECTION 083113

SECTION 083313 - COILING COUNTER DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Counter door assemblies.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for door-opening framing and corner guards.

1.2 ACTION SUBMITTALS

A. Product Data: For each type and size of coiling counter door and accessory.

B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.

1. Include points of attachment and their corresponding static and dynamic loads imposed on structure.

C. Samples: for each color specified.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

PART 2 - PRODUCTS

2.1 COUNTER DOOR ASSEMBLY

A. Counter Door: Coiling counter door formed with curtain of interlocking metal slats.

1. Slat Configuration – Aluminum interlocked flat-faced slats, 1-1/2 inches (38 mm) high by 1/2 inch (13 mm) deep, minimum 0.040 inch aluminum with extruded tubular aluminum bottom bar with continuous lift handle and vinyl astragal.

2. Guides – Aluminum Heavy duty extruded aluminum sections with snap-on cover to conceal fasteners. Provide polypropylene pile runners on both sides of curtain to eliminate metal to metal contact between guides and curtain.
 - B. Hood: Minimum 0.040 inch (1.016 mm) aluminum with reinforced top and bottom edges. Provide minimum 1/4 inch (6.35 mm) steel intermediate support brackets.
 1. Mounting: Face of wall
 - C. Sill Configuration: No sill
 - D. Locking Devices: Equip door with locking device assembly
 1. Locking Device Assembly: Single-jamb side locking bars, operable from inside with thumb-turn
 - E. Manual Door Operator: Push-up operation.
 - F. Curtain Accessories: Equip door with push/pull handles and pole hook.
 - G. Door Finish:
 1. Aluminum Finish: Dark bronze anodized
- 2.2 DOOR CURTAIN MATERIALS AND FABRICATION
- A. Door Curtains: Fabricate coiling counter door curtain of interlocking metal slats in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:
 1. Metal Interior Curtain-Slat Facing: Match metal of exterior curtain-slat face.
 - B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain.
- 2.3 HOODS
- A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
- 2.4 LOCKING DEVICES
- A. Locking Device Assembly: Fabricate with cylinder lock, thumb-turn spring-loaded dead bolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.

2.5 CURTAIN ACCESSORIES

- A. Astragal: Equip each door bottom bar with a replaceable, adjustable, continuous, compressible gasket of flexible vinyl, rubber, or neoprene as a cushion bumper.
- B. Push/Pull Handles: Equip each push-up-operated or emergency-operated door with lifting handles on each side of door, finished to match door.
- C. Pole Hooks: Provide pole hook and pole.

2.6 COUNTERBALANCE MECHANISM

- A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

2.7 MANUAL DOOR OPERATORS

- A. General: Equip door with manual door operator by door manufacturer.
- B. Push-up Door Operation: Design counterbalance mechanism so that required lift or pull for door operation does not exceed 25 lb/f

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Examine substrates upon which work will be installed and verify conditions are in accordance with approved shop drawings
- B. Coordinate with responsible entity to perform corrective work on unsatisfactory substrates
- C. Commencement of work by installer is acceptance of substrate

3.2 INSTALLATION

- A. Install door and operating equipment with necessary hardware, anchors, inserts, hangers and supports
- B. Follow manufacturer's installation instructions

3.3 ADJUSTING

- A. Following completion of installation, including related work by others, lubricate, test, and adjust doors for ease of operation, free from warp, twist, or distortion

Charles Vincent George Architects

Project No. 2022-053

Issue For Bid

Central Park Support Building

Oak Brook, Illinois

January 6, 2023

3.4 CLEANING

- A. Clean surfaces soiled by work as recommended by manufacturer
- B. Remove surplus materials and debris from the site

3.5 DEMONSTRATION

- A. Demonstrate proper operation to Owner's Representative
- B. Instruct Owner's Representative in maintenance procedures

END OF SECTION 083313

SECTION 08 71 00 – DOOR HARDWARE

GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes:

- 1. Mechanical and electrified door hardware for:
 - a. Swinging doors.
- 2. Electronic access control system components, including:
 - a. Electronic access control devices.
- 3. Field verification, preparation and modification of existing doors and frames to receive new door hardware.
- 4. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.

- B. Exclusions: Unless specifically listed in hardware sets, hardware is not specified in this section for:

- 1. Windows
- 2. Cabinets (casework), including locks in cabinets
- 3. Signage
- 4. Toilet accessories
- 5. Overhead doors

- C. Related Sections:

- 1. Division 07 Section "Joint Sealants" for sealant requirements applicable to threshold installation specified in this section.
- 2. Division 09 sections for touchup, finishing or refinishing of existing openings modified by this section.

1.03 REFERENCES

A. UL - Underwriters Laboratories

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

B. DHI - Door and Hardware Institute

1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Key Systems and Nomenclature

C. ANSI - American National Standards Institute

1. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties

1.04 SUBMITTALS

A. General:

1. Submit in accordance with Conditions of Contract and Division 01 requirements.
2. Highlight, encircle, or otherwise specifically identify on submittals deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.
3. Prior to forwarding submittal, comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, "EXAMINATION" article, herein.

B. Action Submittals:

1. Product Data: Technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Riser and Wiring Diagrams: After final approval of hardware schedule, submit details of electrified door hardware, indicating:
 - a. Wiring Diagrams: For power, signal, and control wiring and including:
 - 1) Details of interface of electrified door hardware and building safety and security systems.
 - 2) Schematic diagram of systems that interface with electrified door hardware.
 - 3) Point-to-point wiring.
 - 4) Risers.
3. Door Hardware Schedule: Submit schedule with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening, include:
 - a. Door Index; include door number, heading number, and Architects hardware set number.

- b. Opening Lock Function Spreadsheet: List locking device and function for each opening.
- c. Quantity, type, style, function, size, and finish of each hardware item.
- d. Name and manufacturer of each item.
- e. Fastenings and other pertinent information.
- f. Location of each hardware set cross-referenced to indications on Drawings.
- g. Explanation of all abbreviations, symbols, and codes contained in schedule.
- h. Mounting locations for hardware.
- i. Door and frame sizes and materials.
- j. Name and phone number for local manufacturer's representative for each product.
- k. Operational Description of openings with any electrified hardware (locks, exits, electromagnetic locks, electric strikes, automatic operators, door position switches, magnetic holders or closer/holder units, and access control components). Operational description should include operational descriptions for: egress, ingress (access), and fire/smoke alarm connections.
 - 1) Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work that is critical in Project construction schedule.

4. Key Schedule:

- a. After Keying Conference, provide keying schedule listing levels of keying as well as explanation of key system's function, key symbols used and door numbers controlled.
- b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
- c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
- d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
- e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion.
 - 1) Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
- f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.

5. Templates: After final approval of hardware schedule, provide templates for doors, frames and other work specified to be factory or shop prepared for door hardware installation.

C. Informational Submittals:

- 1. Qualification Data: For Supplier, Installer and Architectural Hardware Consultant.
- 2. Product data for electrified door hardware:
- 3. Certificates of Compliance:
 - a. Installer Training Meeting Certification: Letter of compliance, signed by Contractor, attesting to completion of installer training meeting specified in "QUALITY ASSURANCE" article, herein.

- b. Electrified Hardware Coordination Conference Certification: Letter of compliance, signed by Contractor, attesting to completion of electrified hardware coordination conference, specified in "QUALITY ASSURANCE" article, herein.
- 4. Warranty: Special warranty specified in this Section.
- D. Closeout Submittals:
 - 1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:
 - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Factory order acknowledgement numbers (for warranty and service)
 - d. Name, address, and phone number of local representative for each manufacturer.
 - e. Parts list for each product.
 - f. Final approved hardware schedule, edited to reflect conditions as-installed.
 - g. Final keying schedule
 - h. Copies of floor plans with keying nomenclature
 - i. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.
 - j. Copy of warranties including appropriate reference numbers for manufacturers to identify project.

1.05 QUALITY ASSURANCE

- A. If discrepancy between drawings and scheduled material in this section, bid the more expensive of the two choices, note the discrepancy and request direction from Architect for resolution.
- B. Supplier Qualifications and Responsibilities: Recognized architectural hardware supplier with record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides certified Architectural Hardware Consultant (AHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
 - 1. Warehousing Facilities: In Project's vicinity.
 - 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
 - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
 - 4. Coordination Responsibility: Assist in coordinating installation of electronic security hardware with Architect and electrical engineers and provide installation and technical data to Architect and other related subcontractors.
 - a. Upon completion of electronic security hardware installation, inspect and verify that all components are working properly.
- C. Architectural Hardware Consultant Qualifications: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:
 - 1. For door hardware, DHI-certified, Architectural Hardware Consultant (AHC).
 - 2. Can provide installation and technical data to Architect and other related subcontractors.

3. Can inspect and verify components are in working order upon completion of installation.
 4. Capable of producing wiring diagrams.
 5. Capable of coordinating installation of electrified hardware with Architect and electrical engineers.
- D. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.
1. Bid and submit manufacturer's updated/improved item if scheduled item is discontinued.
- E. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.
- F. Accessibility Requirements: For door hardware on doors in an accessible route, comply with governing accessibility regulations cited in "REFERENCES" article, herein.
- G. Keying Conference
1. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
 - a. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 - b. Preliminary key system schematic diagram.
 - c. Requirements for key control system.
 - d. Requirements for access control.
 - e. Address for delivery of keys.
- H. Pre-installation Conference
1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 2. Inspect and discuss preparatory work performed by other trades.
 3. Inspect and discuss electrical roughing-in for electrified door hardware.
 4. Review sequence of operation for each type of electrified door hardware.
 5. Review required testing, inspecting, and certifying procedures.
- I. Coordination Conferences:
1. Installation Coordination Conference: Prior to hardware installation, schedule and hold meeting to review questions or concerns related to proper installation and adjustment of door hardware.
 2. Electrified Hardware Coordination Conference: Prior to ordering electrified hardware, schedule and hold meeting to coordinate door hardware with security, electrical, doors and frames, and other related suppliers.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

1. Deliver each article of hardware in manufacturer's original packaging.

C. Project Conditions:

1. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
2. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

D. Protection and Damage:

1. Promptly replace products damaged during shipping.
2. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work.
3. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

E. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

F. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

1.07 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.

1.08 WARRANTY

- A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: Beginning from date of Substantial Completion, for durations indicated.
 - a. Closers:
 - 1) Mechanical: 10 years.
 - b. Locksets:
 - 1) Mechanical: 3 years mortise, 10 years cylindrical.
 - c. Key Blanks: Lifetime

2. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.

1.09 MAINTENANCE

- A. Maintenance Tools: Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

PRODUCTS

2.01 MANUFACTURERS

- A. Approval of manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Basis of Design" shall be in accordance with substitution procedure in division 01 25 00. In the individual article for the product category, shall be in accordance with QUALITY ASSURANCE article, herein.
- B. Approval of products is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.
- C. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval in accordance with substitution procedure in division 01 25 00.

2.02 MATERIALS

- A. Fasteners
 1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
 2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
 3. Provide concealed fasteners for hardware units exposed when door is closed except when no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless thru-bolts are required to fasten hardware securely. Review door specification and advise Architect if thru-bolts are required.
 4. Install hardware with fasteners provided by hardware manufacturer.
- B. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
 1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.
- C. Cable and Connectors: Hardwired Electronic Access Control Lockset and Exit Device Trim:
 1. Data: 24AWG, 4 conductor shielded, Belden 9843, 9841 or comparable.
 2. DC Power: 18 AWG, 2 conductor, Belden 8760 or comparable.

3. Provide type of data and DC power cabling required by access control device manufacturer for this installation.
4. Where scheduled in the hardware sets, provide each item of electrified hardware and wire harnesses with sufficient number and wire gauge with standardized Molex plug connectors to accommodate electric function of specified hardware. Provide Molex connectors that plug directly into connectors from harnesses, electric locking and power transfer devices. Provide through-door wire harness for each electrified locking device installed in a door and wire harness for each electrified hinge, electrified continuous hinge, electrified pivot, and electric power transfer for connection to power supplies.

2.03 HINGES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Ives 5BB series.

B. Requirements:

1. Provide hinges conforming to ANSI/BHMA A156.1.
2. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:
 - a. Exterior: Heavy weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
 - b. Interior: Heavy weight, steel, 4-1/2 inches (114 mm) high
3. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
4. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 - a. Steel Hinges: Steel pins
 - b. Non-Ferrous Hinges: Stainless steel pins
 - c. Out-Swinging Exterior Doors: Non-removable pins
 - d. Out-Swinging Interior Lockable Doors: Non-removable pins
 - e. Interior Non-lockable Doors: Non-rising pins
5. Width of hinges: 4-1/2 inches (114 mm) at 1-3/4 inch (44 mm) thick doors, and 5 inches (127 mm) at 2 inches (51 mm) or thicker doors. Adjust hinge width as required for door, frame, and wall conditions to allow proper degree of opening.

2.04 MORTISE LOCKS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Schlage L9000 series.

B. Requirements:

1. Provide mortise locks conforming to ANSI/BHMA A156.13 Series 1000, Grade 1, and UL Listed for 3 hour fire doors.
2. Provide locks manufactured from heavy gauge steel, containing components of steel with a zinc dichromate plating for corrosion resistance.
3. Provide lock case that is multi-function and field reversible for handing without opening case. Cylinders: Refer to "KEYING" article, herein.

4. Provide locks with standard 2-3/4 inches (70 mm) backset with full 3/4 inch (19 mm) throw stainless steel mechanical anti-friction latchbolt. Provide deadbolt with full 1 inch (25 mm) throw, constructed of stainless steel.
5. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
6. Lever Trim: Solid brass, bronze, or stainless steel, cast or forged in design specified, with wrought roses and external lever spring cages. Provide thru-bolted levers with 2-piece spindles.
 - a. Lever Design: Schlage 06A.
 - b. Tactile Warning (Knurling): Where required by authority having jurisdiction. Provide on levers on exterior (secure side) of doors serving rooms considered to be hazardous.

2.05 CYLINDRICAL LOCKS – GRADE 1

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Falcon T series.

B. Requirements:

1. Provide cylindrical locks conforming to ANSI/BHMA A156.2 Series 4000, Grade 1, and UL Listed for 3 hour fire doors.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2 inch latch throw. Provide proper latch throw for UL listing at pairs.
4. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
5. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
6. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
7. Provide electrified options as scheduled in the hardware sets.
8. Lever Trim: Solid cast levers without plastic inserts and wrought roses on both sides.
 - a. Lever Design: Falcon Dane.
 - b. Tactile Warning (Knurling): Where required by authority having jurisdiction. Provide on levers on exterior (secure side) of doors serving rooms considered to be hazardous.

2.06 ELECTRIC STRIKES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Von Duprin 6000 Series.

B. Requirements:

1. Provide electric strikes designed for use with type of locks shown at each opening.
2. Provide electric strikes UL Listed as burglary-resistant.
3. Where required, provide electric strikes UL Listed for fire doors and frames.
4. Provide transformers and rectifiers for each strike as required. Verify voltage with electrical contractor.

2.07 POWER SUPPLIES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Schlage/Von Duprin PS900 series.

B. Requirements:

1. Provide power supplies approved by manufacturer of supplied electrified hardware.
2. Provide appropriate quantity of power supplies necessary for proper operation of electrified locking components as recommended by manufacturer of electrified locking components with consideration for each electrified component using power supply, location of power supply, and approved wiring diagrams. Locate power supplies as directed by Architect.
3. Provide regulated and filtered 24 VDC power supply, and UL class 2 listed.
4. Provide power supplies with the following features:
 - a. 12/24 VDC Output, field selectable.
 - b. Class 2 Rated power limited output.
 - c. Universal 120-240 VAC input.
 - d. Low voltage DC, regulated and filtered.
 - e. Polarized connector for distribution boards.
 - f. Fused primary input.
 - g. AC input and DC output monitoring circuit w/LED indicators.
 - h. Cover mounted AC Input indication.
 - i. Tested and certified to meet UL294.
 - j. NEMA 1 enclosure.
 - k. Hinged cover w/lock down screws.
 - l. High voltage protective cover.

2.08 CYLINDERS

A. Manufacturers and Products:

1. Scheduled Manufacturer: Falcon.
2. Acceptable Manufacturers and Products: Best, Corbin-Russwin, Sargent, Yale.

B. Requirements:

1. Provide cylinders/cores compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.
2. Provide cylinders in the below-listed configuration(s), distributed throughout the Project as indicated.
 - a. Conventional Open: cylinder with small format interchangeable core (SFIC) core with open keyway

C. Construction Keying:

1. Replaceable Construction Cores.
 - a. Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.

- 1) 3 construction control keys
- 2) 12 construction change (day) keys.

- b. Owner or Owner's Representative will replace temporary construction cores with permanent cores.

2.09 KEYING

- A. Provide a factory registered keying system, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.
- B. Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.
- C. Requirements:
 1. Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.
 - a. Master Keying system as directed by the Owner.
 2. Forward biting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders/cores involved at no additional cost to Owner.
 3. Provide keys with the following features:
 - a. Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
 4. Identification:
 - a. Mark permanent cylinders/cores and keys with applicable blind code per DHI publication "Keying Systems and Nomenclature" for identification. Do not provide blind code marks with actual key cuts.
 - b. Identification stamping provisions must be approved by the Architect and Owner.
 - c. Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
 - d. Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.
 - e. Forward permanent cylinders/cores to Owner, separately from keys, by means as directed by Owner.
 5. Quantity: Furnish in the following quantities.
 - a. Change (Day) Keys: 3 per cylinder/core.
 - b. Permanent Control Keys: 3.
 - c. Master Keys: 6.

2.10 DOOR CLOSERS

- A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Falcon SC70A series.

B. Requirements:

1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. ISO 9000 certify closers. Stamp units with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with aluminum cylinder.
3. Closer Body: 1-1/2 inch (38 mm) diameter with 5/8 inch (16 mm) diameter heat-treated pinion journal.
4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and backcheck.
7. Pressure Relief Valve (PRV) Technology: Not permitted.
8. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.11 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer: Ives.

B. Requirements:

1. Provide kick plates, mop plates, and armor plates minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
2. Sizes of plates:
 - a. Kick Plates: 10 inches (254 mm) high by 2 inches (51 mm) less width of door on single doors, 1 inch (25 mm) less width of door on pairs

2.12 OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS

A. Manufacturers:

1. Scheduled Manufacturers: Glynn-Johnson.

B. Requirements:

1. Provide heavy duty concealed mounted overhead stop or holder as specified for exterior and interior vestibule single acting doors.
2. Provide heavy duty concealed mounted overhead stop or holder as specified for double acting doors.
3. Provide heavy or medium duty and concealed or surface mounted overhead stop or holder for interior doors as specified. Provide medium duty surface mounted overhead stop for interior doors and at any door that swings more than 140 degrees before striking

wall, open against equipment, casework, sidelights, and where conditions do not allow wall stop or floor stop presents tripping hazard.

4. Where overhead holders are specified provide friction type at doors without closer and positive type at doors with closer.

2.13 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

1. Scheduled Manufacturer: Zero International.

B. Requirements:

1. Provide thresholds, weather-stripping (including door sweeps, seals, and astragals) and gasketing systems (including smoke, sound, and light) as specified and per architectural details. Match finish of other items.
2. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
3. Size of thresholds:
 - a. Bumper Seal Thresholds: 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width
4. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.

2.14 SILENCERS

A. Manufacturers:

1. Scheduled Manufacturer: Ives.

B. Requirements:

1. Provide "push-in" type silencers for hollow metal or wood frames.
2. Provide one silencer per 30 inches (762 mm) of height on each single frame, and two for each pair frame.
3. Omit where gasketing is specified.

EXECUTION

3.01 EXAMINATION

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.

- B. Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.
- C. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
- B. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
- C. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.
- D. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- F. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
- G. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- H. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Replace construction cores with permanent cores as indicated in keying section.
 - 2. Furnish permanent cores to Owner for installation.
- I. Wiring: Coordinate with Division 26, ELECTRICAL sections for:
 - 1. Conduit, junction boxes and wire pulls.
 - 2. Connections to and from power supplies to electrified hardware.
 - 3. Connections to fire/smoke alarm system and smoke evacuation system.
 - 4. Connection of wire to door position switches and wire runs to central room or area, as directed by Architect.
 - 5. Testing and labeling wires with Architect's opening number.
- J. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.

- K. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.
- L. Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings or in equipment room, or alternate location as directed by Architect.
- M. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- N. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
- O. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- P. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.03 FIELD QUALITY CONTROL

- A. Engage qualified manufacturer trained representative to perform inspections and to prepare inspection reports.
 - 1. Representative will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.04 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
 - 2. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, Installer's Architectural Hardware Consultant must examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.05 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.

- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.06 DOOR HARDWARE SCHEDULE

- A. Hardware items are referenced in the following hardware. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.
- B. Hardware Sets: As indicated on the Construction documents and further specified in the following sections:

Hardware Group No. 01

101A	102A	104A	105A		
QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5 NRP	695	IVE
1	EA	STOREROOM LOCK	T581H7 DAN	695	FAL
1	EA	SFIC CORE	C607	695	FAL
1	EA	ELECTRIC STRIKE	6211 FSE DSLC CON 12/16/24/28 VAC/VDC	695	VON
1	EA	OH STOP	90S	695	GLY
1	EA	SURFACE CLOSER	SC71A FA	695	FAL
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	695	IVE
1	EA	RAIN DRIP	142AA DW + 4" - AS REQ	AA	ZER
1	SET	GASKETING	328AA-S H & J	AA	ZER
1	EA	DOOR SWEEP	39A	A	ZER
1	EA	THRESHOLD	566A-V3-226	A	ZER
1	EA	WIRE HARNESS	CON-6W		SCH
1	EA	POWER SUPPLY	PS902 120/240 VAC		VON

- INGRESS BY ELECTRIC STRIKE TIMER OR KEY OVERRIDE.
- ALWAYS FREE EGRESS.
- FAIL SECURE.

Hardware Group No. 02

101B

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5 NRP	695	IVE
1	EA	STOREROOM LOCK	T581H7 DAN	695	FAL
1	EA	SFIC CORE	C607	695	FAL
1	EA	ELECTRIC STRIKE	6211 FSE DSLC CON 12/16/24/28 VAC/VDC	695	VON
1	EA	OH STOP	90S	695	GLY
1	EA	SURFACE CLOSER	SC71A FA	695	FAL
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	695	IVE
1	EA	GASKETING	488S-BK (OMIT @ NON RATED OPENINGS USE SILENCERS)	BK	ZER
1	EA	WIRE HARNESS	CON-6W		SCH
1	EA	POWER SUPPLY	PS902 120/240 VAC		VON

- INGRESS BY ELECTRIC STRIKE TIMER OR KEY OVERRIDE.
- ALWAYS FREE EGRESS.
- FAIL SECURE.

Hardware Group No. 03

103A 106A

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5 NRP	695	IVE
1	EA	STOREROOM W/DEADBOLT	L9480HD 06A 09-544 L283-722	695	SCH
1	EA	STOREROOM LOCK	T581H7 DAN	695	FAL
1	EA	ELECTRIC STRIKE	6216 FSE DSLC CON 12/16/24/28 VAC/VDC	695	VON
1	EA	OH STOP	90S	695	GLY
1	EA	SURFACE CLOSER	SC71A FA	695	FAL
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	695	IVE
1	SET	GASKETING	328AA-S H & J	AA	ZER
1	EA	DOOR SWEEP	39A	A	ZER
1	EA	THRESHOLD	566A-V3-226	A	ZER
1	EA	WIRE HARNESS	CON-6W		SCH
1	EA	POWER SUPPLY	PS902 120/240 VAC		VON

- INGRESS BY ELECTRIC STRIKE TIMER OR KEY OVERRIDE.
- ALWAYS FREE EGRESS.
- PROJECTING THE DEADBOLT WILL ENGAGE THE MONITOR SWITCH AND SECURE THE STRIKE FOR PRIVACY.
- FAIL SECURE.

Charles Vincent George Architects

Project No. 2022-053

Issue For Bid

Central Park Support Building

Oak Brook, Illinois

January 6, 2023

Hardware Group No. 04

101C

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
		ALL HARDWARE BY ROLL UP DOOR MANUFACTURER		

END OF SECTION

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior gypsum board.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each texture finish indicated on same backing indicated for Work.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- 1. Long Edges: Tapered.
- B. Gypsum Board, Type X: ASTM C 1396.
 - 1. Thickness: 5/8 inch.
 - 2. Long Edges: Tapered.

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
 - 2. Exterior Gypsum Soffit Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
 - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound or high-build interior coating product designed for application by airless sprayer and to be used instead of skim coat to produce Level 5 finish.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS

- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- B. Comply with ASTM C 840.

- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- E. Prefill open joints and damaged surface areas.
- F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.2 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 092900

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Concrete.
2. Concrete masonry units (CMU).
3. Steel.
4. Galvanized metal.
5. Wood.
6. Gypsum board.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Indicate VOC content.

- B. Samples for Initial Selection: For each type of topcoat product.

- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Label each coat of each Sample.
3. Label each Sample for **location and application area**.

- D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. **Use same designations indicated on Drawings and in schedules.**

1.3 CLOSEOUT SUBMITTALS

1. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 1 gal. of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
 1. Product name and type (description).
 2. Batch date.
 3. Color number.
 4. Environmental handling requirements.
 5. Surface preparation requirements.
 6. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Benjamin Moore & Company or products indicated or comparable product from one of the following:
 1. Sherwin-Williams Company
 2. Glidden Professional.
 3. PPG Paints.
- B. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
 1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

- A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers."
- C. Colors: As indicated in a Finish Legend on the Construction Documents.

PART 3 - EXECUTION

3.1 MINATION

- A. amine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
1. port, in writing, conditions that may affect application, appearance, or performance of paint.
- B. bstrate Conditions:
1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent **(GC to provide drying processes when values are higher)**
 - b. Masonry (CMU): 12 percent.
 - c. Wood: 15 percent.
 - d. Gypsum Board: 12 percent.
 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- C. oceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PARATION

- A. move hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. er completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- C. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
 - 1. Concrete Floors: Remove oil, dust, grease, dirt, and other foreign materials. Comply with SSPC-SP-13/NACE 6 or ICRI 03732.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Wood Substrates:
 - 1. Repair and clean knots, and **apply coat of knot sealer before applying primer.**
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

- B. nt each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. ply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. inting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety
 - 1. int portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces. **NOTE: Only Fire suppression in Utility room/storage and plumbing chase is not required to be painted.**

3.4 ANING AND PROTECTION

- A. end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. er completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. otect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 ERIOR PAINTING SCHEDULE

- 1. Concrete Stain System:
 - 1) See finish legend for semi-transparent concrete floor stain: CN-2. Contractor to become familiar with product specified and provide (1) 24"x24" mock-up for Architect approval.
 - 2) Stained concrete sealer. Surecrete DK 400WB 2-coat application. Provide aggregate to first coat if slip resistance is a concern. NOTE Minimum coefficient of friction Of 0.6 for all flat surfaces.
- B. CMU Substrates: Products listed are Sherwin Williams – Contractor to provide equal match within Benjamin Moore product line.
 - 1. Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior:
 - 1) S-W PrepRite Block Filler, B25W25, at 75-125 sq. ft. per gal.

- b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss:
 - 1) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils wet, 1.6 mils dry, per coat.
- C. Metal Substrates (Steel, Galvanized Steel): Products listed are Sherwin Williams – Contractor to provide equal match within Benjamin Moore product line.
 - 1. Latex System:
 - a. Prime Coat: Primer, rust-inhibitive, water based:
 - 1) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils wet, 2.0 to 4.0 mils dry.
 - b. Intermediate Coat: Water-based acrylic, interior, matching topcoat.
 - c. Topcoat: Water-based acrylic, semi-gloss:
 - 1) S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils dry, per coat.
- D. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish. Products listed are Sherwin Williams – Contractor to provide equal match within Benjamin Moore product line.
 - 1. Latex System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils wet, 1.4 mils dry.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss:
 - 1) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils wet, 1.6 mils dry, per coat.

END OF SECTION 099123

SECTION 099300 - STAINING AND TRANSPARENT FINISHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and application of wood stains and transparent finishes.
 - 1. Exterior Substrates:
 - a. Exposed framing and trim

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of finish system and in each color and gloss of finish required.

1.3 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each finish system indicated and each color selected to verify preliminary selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Final approval of stain color selections will be based on mockups.
 - a. If preliminary stain color selections are not approved, apply additional mockups of additional stain colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Provide (3) control sample using stain listed on Exterior Material legend in the Construction Documents. If alternate stain manufactures are contemplated, provide (3) samples WITH control sample for comparison

2.2 MATERIALS, GENERAL

- A. Stain Colors: As selected and stated in the construction documents.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Exterior Wood Substrates: 15 percent, when measured with an electronic moisture meter.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with finish application only after unsatisfactory conditions have been corrected.
 - 1. Beginning finish application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and finishing.
 - 1. After completing finishing operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each substrate condition and as specified.
 - 1. Remove dust, dirt, oil, and grease by washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
 - 2. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.

3.3 APPLICATION

- A. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

- B. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.

3.5 EXTERIOR WOOD-FINISH-SYSTEM SCHEDULE

- A. Wood Substrates: Exposed framing and trim

- 1. Water-Based Semitransparent Stain System:
 - a. Prime Coat: Stain, exterior, water based, semitransparent, matching topcoat.
 - b. Intermediate Coat: Stain, exterior, water based, semitransparent, matching topcoat.
 - c. Topcoat: Stain, exterior, water based, semitransparent.
 - d. .

END OF SECTION 099300

Central Park Phase II Project Technical Specs

SECTION 01 1300

SUBMITTALS

1.0 CONTRACTOR'S CONSTRUCTION SCHEDULES

1.1 Immediately after notification of Contract Award, the Contractor shall prepare and deliver to the Owner's Representative for approval, a Construction Schedule. This Schedule shall include a breakdown of the various divisions of the Work and shall show the date of commencement and the date of completion of each division of the Work. This Schedule shall be prepared on the basis of the Contractor's stated Final Completion Date and in consultation with Contractors for any other work involved in the completion of the Project, and with the Owner's Representative's consent or direction, shall be revised from time to time as required. This Schedule shall include the Owner's equipment installation timetable (if any) as furnished by him/her.

2.0 CONTRACTOR PAYOUTS AND LIEN WAIVERS

2.1 Contractor shall submit payment requests in **triplicate** using standard AIA Document G702 "Application and Certificate for Payment."

2.2 Waivers of lien shall be submitted in **triplicate** from all major Subcontractors or suppliers as directed by the Owner.

3.0 SURVEY DATA

3.1 Contractor shall be responsible for properly laying out the Work, and for lines and measurements for the Work executed under Contract Documents. Verify figures shown on the drawings before laying out the Work, and report errors or inaccuracies in writing to the Owner's Representative before commencing work. The Owner's Representative will in no case assume responsibility for laying out the Work.

3.2 Establish necessary reference lines and permanent benchmarks from which built object lines and elevations shall be established. Contractor shall establish two such benchmarks in widely separated locations and be responsible for proper location and level of the work and for maintenance of reference lines and benchmarks. Establish benchmarks and axis lines showing exact floor elevations and other lines and dimensional reference points as required for information and guidance of all trades.

3.3 Each Subcontractor, as it applies to his/her work, shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to the Owner's Representative before commencing work. Starting of work by Subcontractor shall constitute acceptance.

4.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES (SUBMITTALS)

4.1 The contractual requirements for shop drawings, product data, and samples are specified in the General and Supplemental Conditions. The Contractor shall submit shop drawings, product data, and samples.

4.2 Within thirty (30) days after award of Contract, Contractor shall prepare a schedule of specific target dates for submission and return of Owner's Representative reviewed submittals required by Contract Documents.

4.3 No Portion of work requiring such submittal will be permitted to start until submission has been reviewed by the Owner's Representative. Changes or modification to Contract Documents shall not be initiated by corrections to submittals.

4.4 Submittals which reflect major design changes to the Contract Drawings or Specifications must be accompanied by a separate letter justifying change, and will require that a change order be executed prior to acceptance.

5.0 SUBMITTAL PROCEDURES BY CONTRACTOR

5.1 Shop Drawings

A. Submit to the Owner's Representative four (4) copies of Shop Drawings for review. The Owner's Representative's check of any Contractor's Shop Drawings will cover approval of material and design only, and while figures or dimension will be checked in a general way, the responsibility for correctness of all drawings will rest with the Contractor submitting the Shop Drawings. After review, three (3) copies of the Shop Drawings with corrections or accompanying comments will be returned to the Contractor for resubmission, if required, after corrections have been made. For final resubmission, after corrections have been made, the Contractor shall send prints to the Owner's Representative for distribution. The Owner's Representative review of the Shop Drawings does not relieve the Contractor from furnishing materials and performing work as required by the Contract Documents. No extension of time will be granted for review and approval.

5.2 Product Data

A. Submit to the Owner's Representative three (3) copies of the manufacturer's specification, installation instructions and general recommendations for applicable products. Include manufacturer's certification or other data substantiating that the materials comply with the requirements and are recommended by manufacturer for the application shown and specified. Indicate by copy of transmittal form that Installer has received copy of the instructions and recommendations. Hardware schedules and collection of catalog cuts such as light fixtures, site furniture, etc., shall be presented in bound brochures, three (3) copies each.

5.3 Samples

A. Submit to the Owner's Representative two (2) samples and color data information for all finishes and finish materials.

6.0 DISTRIBUTION

6.1 Contractor is responsible for obtaining and distributing required submittal items to his/her Subcontractors and material suppliers after, as well as before, items are stamped "Approved."

7.0 SHOP DRAWINGS FILE TO OWNER

7.1 At completion of construction, Contractor shall furnish for Owner's use one (1) unused copy of all Shop Drawings, manufacturer's diagrams, literature, etc., that were used in execution of the Work.

END OF SECTION

SECTION 01 1500

TEMPORARY FACILITIES

1.0 GENERAL

- 1.1 Contractor shall provide temporary facilities and controls as specified or as required for protection of the Work in accordance with applicable codes.
- 1.2 All temporary connections to utilities and services shall be acceptable to Owner and local authorities having jurisdiction thereof. OSHA Standards and Regulations shall apply if more restrictive.
- 1.3 Contractor shall note that if any part of the permanent building equipment (plumbing, heating, electrical) is used to provide temporary utilities, this shall not void or shorten the equipment guarantee provided by the Contractor and material and equipment supplier and as described in Contract Documents.

2.0 TEMPORARY WATER

- 2.1 The Contractor shall provide temporary water service for construction operations.

3.0 TEMPORARY SANITARY FACILITIES

- 3.1 Provide and maintain required sanitary facilities for work force.

4.0 CONSTRUCTION AIDS

- 4.1 Contractor shall furnish, maintain, and remove at completion, all temporary ladders, ramps, barricades, enclosures, fences, walks and like facilities, as required for proper execution of Work for all trades, except as otherwise specifically required under individual section.
- 4.2 All such apparatus, equipment, and construction shall meet all requirements of OSHA and other applicable state or local laws.
- 4.3 Contractor and each of their Subcontractors, for their own use, shall provide all scaffolding required for execution of their own work. Scaffolding shall not be built into walls of buildings.

5.0 WATER AND SNOW CONTROL

- 5.1 From commencement to final payment Contractor shall keep all parts of the Work free from accumulation of water, snow and ice for the protection of their Work. Protect the Work against weather damage.

6.0 TEMPORARY FIELD OFFICES

- 6.1 Contractor, at his/her option, shall provide and maintain a field office. Construction sheds, trailers and temporary offices provided by Contractor shall be maintained in good condition. Field office is not a pay item and if included at Contractor's option will be considered incidental to the project cost.

7.0 TEMPORARY LIGHT AND POWER

- 7.1 The Contractor shall provide electrical power during construction operations.

7.2 Contractor shall provide his own extension cords and lamps, if required, and shall also be responsible to see that these are furnished by or for each of his/her Subcontractors as they may be required.

7.3 Where service of characteristics, quality or locations other than described above may be required, each Contractor requiring same shall provide such additional service and necessary equipment at his/her own expense.

8.0 SHORING AND BRACING

8.1 The Contractor shall provide, install and maintain all shoring and bracing or other devices necessary to maintain all aprons, curbs, pavements, and existing structure, etc., at their present levels and in their present location and condition during construction. Demolish all such work after it is not needed and required and remove it from the premises.

END OF SECTION

SECTION 01 2100
SITE PREPARATION AND PROTECTION OF EXISTING FACILITIES

1.0 GENERAL

1.1 Description

- A. This work shall consist of the complete removal of all items called for in the plans and specifications or as otherwise implied in a safe and orderly manner creating as little disturbance as possible.
- B. All areas indicated for construction of any kind shall be cleared of any debris, undergrowth, weeds, stumps, roots, and marked trees which might interfere with the progress of that work. Unmarked trees or any plant material indicated to be saved by the Owner or Owner's Representative shall be given special protection as specified.

2.0 PRODUCTS (not applicable)

3.0 EXECUTION

3.1 Safety of Operations

- A. Work site safety is the Contractor's responsibility. During removal operations, proper signs and security fence shall be installed by the Contractor prior to commencing work. Barricades shall be used to warn and protect the public against hazards. If a street must be temporarily closed to traffic, it shall be the Contractor's obligation to make arrangements for permission from the governing agency prior to closing. After such approval is obtained, the Contractor shall notify the Owner, local law enforcement, and Fire Department of actual times and dates of closure.

3.2 Protection and restoration of Items to Remain.

- A. Locations and dimensions shown in the Drawings for existing facilities are in accordance with available information obtained without uncovering, measuring or other verification and are not guaranteed. The Contractor shall protect from damage private and public utilities encountered during the Work. The Contractor shall, before an excavation begins, call J.U.L.I.E. or Digger (depending on service location).
- B. Extreme care shall be utilized when removing any item adjacent to structures, utilities, paving, vegetation or any item not indicated for removal or relocation whether shown on the Drawings or not. These items shall be properly protected as required to keep them from damage or other disturbance of any kind during the course of work. Existing utilities shall be protected and maintained to prevent leakage, settlement or other damage. Damage to any of the above shall be repaired or replaced to former condition as required by the utility company or Owner at the Contractor's expense. Repair of damaged utility shall be completed within 24 hours of damage occurring.
- C. The Contractor shall, at no additional cost to the Owner, provide and install safeguards acceptable to the Owner to protect public and private property. During removal operations, proper signs and security fence shall be installed by the Contractor prior to commencing work. Barricades shall be used to warn and protect the public against hazards.
 - 1. If a street must be temporarily closed to traffic, it shall be the Contractor's obligation to obtain permission from the governing agency prior to closing. After such approval is obtained, the

Contractor shall notify the Owner, local law enforcement, and Fire Department of actual times and dates of closure.

2. If public or private property is damaged or destroyed or its use interfered with by the Contractor, the Contractor's agents or the Contractor's employees, such interference shall be terminated and damaged or destroyed property repaired and restored immediately to its former condition by the Contractor at the Contractor's expense.
3. Should the Contractor refuse or not respond promptly to a written request to restore damaged or destroyed property to its original condition, the Owner may have such property restored by other means at the Contractor's expense.

3.3 Protection and Restoration of trees, shrubs, and plant material

- A. Trees, shrubs, plants, and other landscaping not designated for removal shall be left in place and protected from damage or injury during construction. The Contractor shall provide full and adequate protection against construction damage to all landscaping that is to remain.
- B. No traffic, storage of Equipment, vehicles or materials shall be allowed within the drip line of trees not designated for removal unless plans permit such activity. In addition, plans may indicate no-construction activity areas that are larger than the dripline (see plan notes).
- C. Root pruning shall occur on all tree roots larger than one inch, but less than two inches in diameter. Such roots shall be cleanly cut in place. Root pruning shall be done so as not to disturb remaining fibrous roots.
- D. Where excavation operations occur and where tree roots 2 inch or greater in diameter are discovered, the Contractor shall promptly notify the Owner's Representative, who will determine how these tree roots are to be handled.
- E. Promptly cover exposed roots and maintain moisture on them to keep them alive.
- F. Failure to promptly preserve the viability of roots on trees to be saved may result in the Owner making corrective action. Given the urgency needed in keeping desirable tree roots alive, the Owner may take such action following as little as twenty-four-hour notice to the Contractor. Reasonable costs for any and all such action by Owner may be charged to the Contractor and/or deducted from project monies due to the Contractor.

3.4 Plant Damage Compensation

- A. The Owner shall be reimbursed for trees or other plant material not ordered or designated to be removed but that are destroyed or irreparably damaged by Contractor operations as determined by the Owner's Representative. At a minimum, the Contractor shall reimburse Upland Design and/or other Owner consultant for time and materials expended related to tree damage (such as meetings, measuring, preparing reports and preparing change orders)
- B. Damage to tree trunks, branches and roots shall be reported to the owner's representatives immediately.
- C. The penalty for each incidence of trunk damage to trees shall be \$450.00. Use current value at time of bidding.
- D. The penalty for each incidence of branch or root damage shall be \$100.00 Use current value at time of bidding. per caliper inch.

- E. The penalty for compaction of soil by unauthorized vehicle travel on the grounds shall be \$.45 per square foot (Use current value at the time of bidding) of traveled area.
- F. Where the damaged tree is a heritage tree or landscape specimen, the reimbursement amount will be based on a benefit-based-valuation. This service is to be conducted by a certified arborist trained in tree appraisals that is approved by the Owner and the cost of the service will be borne solely by the contractor.
- G. The penalty for damage to a shrub shall be the removal and replacement cost as determined by at least two written quotes obtained by the Owner.

3.5 Removal Responsibility

- A. All debris, paving, equipment, fencing, trees, stumps, sod or soil to be cleared and removed from the project area shall be legally disposed of off site at the arrangement and expense of the Contractor. No materials will be stockpiled on site for future disposal; materials used for fill or topsoil may be stored on site. No excavation areas will be left in unsafe or unsightly conditions at day's end. The Contractor will be responsible for all transportation and disposal fees associated with this work. Burning of any materials on site is prohibited unless indicated otherwise on plans.

END OF SECTION

SECTION 01 2140

SOIL, CONSTRUCTION & DEMOLITION DEBRIS REMOVAL

1.0 GENERAL

1.1 Introduction

- A. Related Documents: All terms and conditions of the Contract apply to this Section.
- B. Work included: This specification is for the excavation, stockpiling, loading, hauling, removal, and disposal of any soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, topsoil, CU structural soil/stone, and/or construction and demolition debris. The contractor shall perform the work under this Section in accordance with all applicable local, county, state, and federal regulations. The work shall include the following:

1.2 Removal and disposal

- A. Excavation of soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, topsoil, CU structural soil/stone, and/or construction and demolition debris materials to the depth required to complete the proposed site preparation/construction work activities as specified in the Architect/Engineer drawings and specifications.
- B. Perform analytical testing by an IEPA-accredited laboratory for waste stream authorizations as necessary to secure authorization to dispose of the material at an appropriately permitted disposal facility.
- C. Collect samples only from the excess materials that require offsite disposal. Under no circumstances shall the contractor sample any material that is to remain onsite without authorization directly from the Owner.
- D. Obtain authorization from a permitted disposal facility – either a Clean Construction & Demolition Debris facility or a Subtitle D landfill.
- E. Load and transport all materials to the approved permitted disposal facility.
- F. Prepare daily reports, transport manifests, weight tickets and receipts (as applicable) prior to starting any soil removal activities.
- G. Provide copies of all daily reports, transport/waste manifests, weight tickets, and disposal receipts (as applicable) to the Owner's Representative on a daily basis documenting proper disposal of soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, topsoil, CU structural soil/stone, and general construction and demolition debris materials.

1.3 Definitions

- A. Agency means Illinois Environmental Protection Agency (IEPA).
- B. Board Authorized Representative means the person or entity designated as the official representative of the owner in connection with a project.
- C. Clean Construction & Demolition Debris means uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, reclaimed or other asphalt pavement, or soil generated from construction or demolition activities. CCDD may include uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, or reclaimed or other asphalt pavement that has been painted ("painted CCDD") if the painted CCDD is used as fill material at

a CCDD fill operation in accordance with Section 1100. 212 of the Illinois Environmental Protection Act. Clean construction or demolition debris does not include uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads provided the uncontaminated soil is not commingled with any clean construction or demolition debris or other waste. Uncontaminated soil may include incidental amounts of stone, clay, rock, sand, gravel, roots, and other vegetation.

- D. CU structural soil/stone means a uniformly blended mixture of crushed stone, clay, loam and/or hydrogel.
- E. Fill means any earthen or non-earthen materials including but not limited to any sediment, granular or cohesive non-native earthen materials, cinders, ash, wood, and brick, concrete, and asphalt fragments, glass, and building debris encountered above naturally occurring undisturbed soils or bedrock in built-up areas.
- F. General construction and demolition (C&D) debris means non-hazardous, uncontaminated materials resulting from construction, remodeling, repair, and demolition of utilities, structures, and roads as defined in Public Act 92-0574, The Environmental Protection Act, 415 ILCS 5 Section 3.160 and regulated under Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling. C&D debris may include soil, wall coverings, reclaimed asphalt pavement, rock, plaster, glass, non-hazardous painted wood, drywall, plastics, non-hazardous coated wood, non-asbestos insulation, bricks, wood products, roofing shingles, concrete, and general roof coverings.
- G. Permitted Subtitle D landfill means any solid waste landfill facility in any state licensed and/or permitted to accept non-hazardous waste.
- H. IEPA means Illinois Environmental Protection Agency.
- I. IDOT means Illinois Department of Transportation.
- J. Manifest means the form provided or prescribed by IEPA and used for identifying name, quality, routing, and destination of special waste during its transportation from point of generation to the point of disposal, treatment, or storage.
- K. Hazardous waste means a waste, or combination of wastes, which has been identified by characteristics or listing as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580, 40 CFR part 261, Illinois Environmental protection Act 415 ILCS 5/3.220, and Section 809.103 of Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board. A waste is classified as hazardous if it exhibits any of the following characteristics: 1) ignitability, 2) corrosivity, 3) reactivity, or 4) toxicity, and as defined in Illinois Administrative Code Title 35, Section 721.103 (35 IAC 721.103).
- L. MSDS means Material Safety Data Sheet, required by OSHA for any substances that are toxic, caustic, or otherwise potentially hazardous to workers.
- M. Non-Special Waste mean a non-hazardous industrial-process or pollution-control waste that is not a liquid (as determined by paint-filter test SW-846 Method 9095); not regulated asbestos-containing material as defined in 40 Code of Federal Regulations, Section 61.141; does not contain polychlorinated biphenyls (PCBs) regulated in accordance with 40 Code of Federal Regulations, Part 761; is not formerly hazardous waste rendered non-

hazardous; and does not result from shredding recyclable metals (e.g. auto fluff).

N. OSHA means Occupational Safety and Health Administration.

O. Soil means any granular or cohesive materials designated for removal as specified in the Architect/Engineer drawings and specifications and includes soils that are determined to be non-special and special waste.

P. Special waste means any wastes as defined in Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling; Part 808: Special Waste Classifications; Subpart A: General Provisions; Section 808.110,

AND

Any wastes as defined in Title 35: Environmental Protection; Subtitle G: Waste Disposal; Chapter I: Pollution Control Board; Subchapter i: Solid Waste and Special Waste Hauling; Part 809: Non Hazardous Special Waste Classifications; Subpart A: General Provisions; Section 809.103.

Q. SROs mean soil remediation objectives for various exposure routes identified in 35 Illinois Administrative Code 742: Tiered Approach to Corrective Action Objectives (TACO).

R. Storm water means water deposited at the site in the form of rain, snow or other natural weather event.

S. TACO means TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES per 35 Illinois Administrative Code 742.

T. Topsoil means soils or black dirt used to promote vegetative growth.

U. USEPA means United States Environmental Protection Agency.

1.4 Submittals

A. Copies of the following submittals shall be prepared and submitted to the Owner and Owner's Authorized Representative at contractor's own cost:

1. Soil, fill, backfill, CU structural soil/stone, construction and demolition debris removal

a. Letter of authorization from the facility where soils (including non-special waste soils and non-hazardous special waste soils), fill, general or clean construction and demolition debris are to be deposited prior to removal from the site.

1.5 Notifications

A. The contractor shall notify the Owner or Owner's Authorized Representative no less than forty-eight (48) business hours prior to loading and transporting any materials from the site.

1.6 Recordkeeping

A. The contractor shall provide documentation of labor, equipment, materials and disposal laboratory analysis used for soil removal, when requested by the Owner's Authorized Representative.

2.0 PRODUCTS

2.1 Removal

- A. The contractor shall furnish all necessary means, products, tools, and equipment required to remove soil (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU structural soil/stone and/or construction and demolition debris from the site as directed by the Owner's Authorized Representative.

3.0 EXECUTION

3.1 Authorizations

- A. Unless otherwise noted on the plans, contractor shall assume removal to subtitle D Landfill for material removal. Contractor is responsible for all documentation for material being removed from the site.
- B. Obtain authorization from the permitted disposal facility owner where soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU structural soil/stone and/or construction and demolition debris are to be transported, stored, or disposed. The authorization must be signed by a facility representative and shall state that the facility has received a copy of one or more laboratory analyses of representative sample(s) collected from the site by the contractor and has agreed to accept the material. The authorization shall further state that the facility agrees to accept the material for permanent placement on their site and that the material will not be removed from their site unless required by a local, state or federal authority. The authorization shall further state that the facility complies with all local zoning codes, state, federal and local laws, rules, and regulations.
- C. Obtain prior authorization from Authorized Representative to backfill excavations and utility lines, and apply topsoil. All backfill, CU structural soil/stone, and topsoil shall comply with site specific project specifications.
- D. Haulers for transportation of soils, backfill and topsoil shall hold, and present upon request, a current valid Commercial Driver's License (CDL). Non-hazardous special wastes and hazardous wastes must be hauled by an IDOT-approved, licensed, and permitted transporter and must be visible during transportation.

3.2 Material Sampling

- A. Soil, fill, backfill, CU structural soil, construction and demolition debris
 - 1. The contractor shall collect sufficient amount of representative sample(s) from each type of material being removed from the site for analytical testing to obtain authorization for the ultimate disposition of the materials. The contractor is responsible for acquisition of any required permits and payment of all fees.
 - 2. The contractor shall collect samples only from the excess materials that require offsite disposal. Under no circumstances shall the

contractor sample any material that is to remain onsite without authorization directly from the Owner.

3. The contractor shall be responsible for obtaining liquid samples as needed for characterization for liquid disposal offsite or disposition onsite as applicable. The contractor is responsible to the acquisition of any required disposal permits and the payment of any fees associated with liquid disposal.
4. The contractor shall submit the soil and liquid samples (as applicable) to the laboratory and pay for the cost of analyzing the constituents required for the ultimate disposition of soils and liquids.
5. The contractor may collect samples for laboratory analysis or field Photo-ionization Detector (PID) screening, or liquid samples for laboratory analysis.
6. The contractor shall immediately notify the Owner or Owner's representative if any materials, (solid or liquid) requiring special handling (i.e., stained soil, soil with odors, or liquids) are encountered.
7. All excavated soils, liquids, and other material shall be removed from the site in accordance with applicable federal, state, and local regulations.

3.3 Excavation

- A. The contractor shall perform excavation of soils (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU structural soil/stone and/or construction and demolition debris as directed by the Owner's Representative.
- B. All excavation shall be performed in accordance with OSHA requirements and guidelines. The contractor shall be responsible for its worker's health and safety.

3.4 Hauling

- A. The contractor shall remove soils, dusts, rocks, etc. from the exterior of trucks, trailers, or other heavy equipment leaving the site before they leave the site.
- B. The contractor shall clean the tractor-trailers or trucks that are loaded with materials for off site placement/salvage by removing clinging soils, or rocks from the exterior of the equipment.
- C. The contractor shall not create dust and shall maintain adequate dust suppression equipment on site if conditions warrant.
- D. The contractor shall maintain streets clean and free of mud and dirt.
- E. The contractor shall conduct soil (including non-special waste soils and non-hazardous special waste soils), fill, backfill, CU structural soil/stone and/or construction and demolition debris removal in a manner that ensures minimum interference with roads; streets, walks and other adjacent occupied and used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the applicable governing agency and Board

Authorized Representative. Provide alternate routes around closed or obstructed traffic ways if required by the governing agency.

3.5 Transportation

- A. The contractor shall remove soils, dusts, rocks, etc. from the exterior of trucks, trailers, or other heavy equipment leaving the site before they leave the site. The contractor shall provide complete copies of all daily reports, weight tickets and receipts (as applicable) for transportation and ultimate off site placement of materials removed from the property to the Board Authorized Representative, review and signature as required.

3.6 Dust Control

- A. The contractor shall control dust by all necessary means, including but not limited to covering trucks, stockpiles and open materials, watering haul roads, sweeping paved roads, and limiting the speed of all on-site vehicles.

3.7 Liquid (Water) Management

- A. The contractor shall subscribe to a weather notification system and manage the work so as not to accumulate storm water on the site during excavation.
- B. The contractor shall ensure that contamination of water, perched water and previously uncontaminated water or perched water does not occur by preventing the contact of such liquid with materials that exceed Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A values for 35 ILL. ADM CODE 740 APPENDIX A Target Compound List (TCL) parameters. Earthen berms, plastic (polyethylene) sheeting, pumping, and other such means may be used as needed to prevent contaminated water.
- C. If the contractor, through negligence, allows storm water to contact materials that exceed Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A values for 35 ILL. ADM CODE 740 APPENDIX A Target Compound List (TCL) parameters, the water must be disposed of as water that exceeds Title 35: Environmental Protection Subtitle G: Waste Disposal Chapter I: Pollution Control Board Subchapter F: Risk Based Cleanup Objectives, Part 742, Tiered Approach To Corrective Action Objectives, Appendix B, Table A values for 35 ILL. ADM CODE 740 APPENDIX A Target Compound List (TCL) parameters. The contractor will be responsible for the additional costs incurred for any disposal analysis and disposal costs.

3.8 Quality Control

- A. Visual inspections and damage repairs shall be made daily by the contractor and/or as directed by the Owner's Authorized Representative to assure that erosion, drainage and containment control measures are functioning properly.

- B. The contractor shall take all necessary precautions to protect structures, equipment, pavement, walks and utilities against movement or settlement during the course of work.
- C. Damages: Promptly replace or repair any damage caused to adjacent pavement, utilities or facilities by removal operations at no additional cost. Work shall be performed to the satisfaction of the Board Authorized Representative.
- D. Utility services: Maintain existing utilities and protect against damage during removal operations.

END OF SECTION

SECTION 01 5713 **EROSION CONTROL**

1.0 GENERAL

1.1 Description

A. Erosion Control shall consist of furnishing all labor, materials, tools and equipment necessary to place riprap material, silt fencing, erosion control blankets and triangular silt dikes in the locations indicated on the drawings.

1.2 Incorporated Specifications

A. The following specifications are incorporated into the document

1. "Standard Specifications for Road and Bridge Construction" – latest edition - Illinois Department of Transportation
 - a. Section 280 Temporary Erosion Control
 - b. Article 1005.01 Stone for Erosion Protection, Sediment Control and Rockfill
 - c. Article 1081.10 Special Erosion Control Materials
 - d. Article 251.04 Erosion Control Blanket
2. Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

2.0 MATERIALS

2.1 Riprap

A. Riprap fill shall consist of sound, durable cobbles and crushed rock having a maximum diameter of eight inches (8") as measured in the smallest dimension. Riprap shall be well graded and meet the gradation requirements for RR3 in accordance with the above referenced and incorporated specification.

2.2 Silt Fence

A. Silt fence shall be polypropylene fabric. Stakes for silt fence shall be wooden or metal and at least five feet (5') long.

2.3 Erosion Control Blanket

A. 3:1 and Greater Slopes shall be Curlex I Single Net. As manufactured by:

1. American Excelsior Company, 850 Avenue H East, Arlington, Texas 76011, (800) 777-7645

a. All staples shall be E-Staple, 4-inch bio-degradable. As manufactured by: American Excelsior Company OR
www.Greenstake.com

B. Erosion control blanket shall be approved by the Department of Transportation. All netting shall be single sided and white UV reactive. Netting shall begin to bio-degrade within 15-18 months of installation. Netting shall have an opening between 1/2" x 1/2" and 2" x 1". Staple shall be 100% Polyhydroxyalkanoate (PHA) plastic, biodegradable from microbial activity in accordance to ASTM D5338 and ASTM D5271. Staples shall completely biodegrade within 24 months of installation. Staples shall be 4 inches (4") in length, T-Shaped and have barbed head and shoulders.

2.4 Triangle Silt Dike Barrier

- A. Triangular silt dike barrier shall be urethane foam and geotextile fabric and shall have protective aprons on both sides of the barrier. Barrier shall be eight inches (8") wide.

3.0 EXECUTION

3.1 Riprap Installation

- A. Riprap shall be placed in a twelve inch (12") thick layer or as shown on the drawings or as directed by Owner and worked as required to provide a well graded matrix of stone pieces.

3.2 Silt Fence

- A. Silt fencing shall be placed in the locations shown on the plans and in accordance with the above incorporated specifications. Staking shall be a minimum of eight feet (8') apart. Silt fence shall remain in place for the duration of the construction project and shall only be removed with prior approval.

3.3 Erosion Control Blanket

- A. Erosion control blankets shall be placed in accordance with the above incorporated specifications. Before barrier installation, ensure areas to be covered are smooth and free of ruts, depressions, rocks or clods over eighteen inches (18") in diameter, sticks and any other debris that will prevent contact between the blanket and soil. Erosion control blanket to be installed within 24 hours after seeding. Staking shall be a minimum of six feet (6') apart and staked per the manufacturer's instructions.

3.4 Triangular Silt Dike Barrier

- A. Triangular silt dike barrier shall be placed in the locations shown on the plans and in accordance with the above incorporated specifications.
- B. Secure triangular silt dike by burying the first six inches (6") of the leading edge apron in a two to three inch trench. 4 to 5 staples shall be used on the front apron and 4 to 5 staples shall be used on the rear apron on each seven foot (7') section. Water flow is not allowed under the barrier.
- C. The barrier shall remain in place for the duration of the construction project and shall only be removed with prior approval. Contractor shall routinely inspect and maintain the barrier. Contractor to ensure that barrier is free of accumulated silt, debris, and other miscellaneous material. Accumulated sediment deposit shall be removed if more than eight inches (8"). Torn or punctured barrier shall be repaired or replaced as directed by the Owner's Representative.
- D. Contractor shall be required to obtain approval for removal of silt fence. Remove fence, take off site, fill in trenches with topsoil, seed, cover with blanket, and roll as needed to match existing grade and conditions.

END OF SECTION

SECTION 01 7300

EXECUTION REQUIREMENTS

1.0 GENERAL

1.1 Summary

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.

2.0 PRODUCTS (Not Used)

3.0 EXECUTION

3.1 Examination

- A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of storm sewer, and sanitary sewer.
 - 2. Verify location of existing water lines, electric and private utilities.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of conditions.

3.2 Preparation

- A. Field Measurements: Take field measurements as required to fit the Work properly. Re-check measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner's Representative. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 Construction Layout

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Owner promptly.
- B. General: Lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated.
 - 3. Inform installers of the lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Owner when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures. Transfer survey markings and elevations for use with control lines and levels. Level foundations from two or more locations.

3.4 Field Engineering

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.5 Installation

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 Progress Cleaning

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80° F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 Protection of Installed Construction

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.8 Correction of the Work

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

3.9 Substantial Completion

- A. Contractor shall inform Owner/Owner's Rep when they feel Substantial completion has been reached. The Owner/Owner's Rep shall review work with the Contractor and approve or require further correction of the work.

END OF SECTION

SECTION 01 7700
PROJECT CLOSEOUT

1.0 CLEANING UP

- 1.1 Contractors shall, prior to punch list preparation, remove trash and debris and clean all walks, drives and parking areas.
- 1.2 Upon completion of work, Contractor shall remove all temporary structures, fences, surplus materials, and rubbish of every kind from site and dispose of legally, except in cases where permits require silt fences to remain.
- 1.3 If Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in the General Conditions.

2.0 AS-BUILT DRAWINGS/SPECIFICATIONS

- 2.1 Contractor shall maintain one set of Drawings and one set of bound specifications on which he/she shall record every deviation that is made from original drawings and specifications at the time the change is made.
- 2.2 Contractor shall keep a neat and complete record of exact manner in which all work is installed. Dimensions shall be included to accurately locate items that will be concealed and which may later be necessary to locate for service.
- 2.3 This record set of drawings and specifications shall be kept by Contractor at the job site for inspection by the Owner and the Owner's Representative.
- 2.4 At completion of the Work, Contractor shall arrange above records in order properly indexed and certify by endorsement thereof that each of the revised drawings and specifications is complete and accurate.
- 2.5 Before final payment is made, the Contractor shall deliver the annotated as-built drawings and specifications to the Owner's Representative. The as-built drawings and specifications created by the Contractor at all times remain the property of the Owner.
- 2.6 No review or receipt of such records by the Owner or the Owner's Representative of any deviation from the Contract Documents does in any way relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents
- 2.7 Where indicated on the Drawings, as-built drawings shall be a topographic survey that is prepared and sealed by an Illinois licensed surveyor. See Drawings for additional requirements. Items 2.1 through 2.6 above shall also apply.

3.0 PUNCH LIST

- 3.1 Upland Design Ltd. and the Owner shall make a final inspection of work after Contractor notifies the Owner that work is substantially complete. The Contractor will be notified in writing of incomplete and/or unaccepted items in a written punch list. These items, if any, are to be corrected or completed before final acceptance is granted by Owner. Failure of the Owner's Representative to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Following Contractor completion of all punch list work, Owner shall provide a written notice of final acceptance to Contractor.

4.0 MAINTENANCE AND OPERATION INSTRUCTION

- 4.1 Prior to final payment, Contractor shall arrange all technical instruction of Owner's maintenance personnel, either by his/her own or the equipment manufacturer's personnel.

5.0 GUARANTEES

- 5.1 The Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from the date of the final acceptance letter, except where certain guarantees are otherwise specified in writing to be longer than one year.
- 5.2 At the completions of the work, all such guarantees covering material, workmanship, maintenance, etc., as specified, shall be procured by the Contractor from the various suppliers and subcontractors, and forwarded to the Owner, together with a letter, addressed to the Owner, giving a summary of guarantees attached stating, the character of work, name of the Contractor, name of the material or equipment supplier, period of guarantee and condition of guarantee. This shall be done within fifteen (15) days of the punch list date.
- 5.3 Neither the final payment nor termination of the guarantee period, nor any provision in the Contract Documents, shall relieve the Contractor of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.
- 5.4 If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by the Contractor for the indicated period, the Contractor shall so inform the Owner in writing prior to submitting a bid. Otherwise the Contractor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

END OF SECTION

SECTION 042200 - CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete masonry units.
2. Steel reinforcing bars.

1.2 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product. For masonry units, include material test reports substantiating compliance with requirements.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109 for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.5 QUALITY ASSURANCE

- A. Sample Panels: Build sample panel in section of exposed masonry to show raked joints, plumbness and overall aesthetic of finish product. Panel can be provided during course of construction. Notify architect for review as to not impede construction process.

1.6 FIELD CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
 - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C 90.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi.
 - 2. Density Classification: Normal weight unless otherwise indicated].

2.3 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91.
- E. Aggregate for Mortar: ASTM C 144.

1. White-Mortar Aggregates: Natural white sand or crushed white stone.

F. Aggregate for Grout: ASTM C 404.

G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

H. Water: Potable.

2.4 REINFORCEMENT

A. Uncoated-Steel Reinforcing Bars: ASTM A 615 or ASTM A 996, Grade 60.

B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.

C. Masonry-Joint Reinforcement, General: ASTM A 951.

1. Interior Walls: Hot-dip galvanized, carbon steel.
2. Exterior Walls: Hot-dip galvanized carbon steel.
3. Wire Size for Side Rods: 0.148-inch diameter.
4. Wire Size for Cross Rods: 0.148-inch diameter.
5. Spacing of Cross Rods: Not more than 16 inches o.c.
6. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

2.5 TIES AND ANCHORS

A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:

1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82, with ASTM A 153, Class B-2 coating.
2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008, Commercial Steel, with ASTM A 153, Class B coating.
3. Steel Plates, Shapes, and Bars: ASTM A 36.

B. Adjustable Anchors for Connecting to Structural Steel Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.

1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- diameter, hot-dip galvanized-steel wire.
2. Tie Section: Triangular-shaped wire tie made from 0.187-inch- diameter, hot-dip galvanized-steel wire.

2.6 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim" and as follows:
 - 1. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
 - 2. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 1/4 inch to form a stop for retaining sealant backer rod.
 - 3. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.
- B. Flexible Flashing: Use the following unless otherwise indicated:
 - 1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.
- C. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."
- D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.7 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

2.8 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use portland cement-lime or masonry cement mortar unless otherwise indicated.
 - 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

- C. Mortar for Unit Masonry: Comply with ASTM C 270, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated.
1. For masonry below grade or in contact with earth, use Type M.
 2. For reinforced masonry, use Type S.
 3. For mortar parge coats, use Type S.
 4. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
 5. For interior nonload-bearing partitions, Type O may be used instead of Type N.
- D. Grout for Unit Masonry: Comply with ASTM C 476.
1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
 2. Proportion grout in accordance with ASTM C 476, Table 1.
 3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.2 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.

5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- E. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- F. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Lay solid CMUs with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.5 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
 - 1. Space reinforcement not more than 16 inches o.c.
 - 2. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.

3.6 FLASHING

- A. General: Install embedded flashing at ledges and other obstructions to downward flow of water in wall where indicated.
- B. Install flashing as follows unless otherwise indicated:
 - 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 - 2. At lintels, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
 - 3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
 - 4. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.

3.7 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
 - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.

2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
2. Limit height of vertical grout pours to not more than 60 inches.

3.8 FIELD QUALITY CONTROL

A. Testing and Inspecting: Contractor to Engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.

B. Inspections: Special inspections according to Level **2 or 3** in TMS 402 and TMS602 as indicated on the drawings

1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
3. Place grout only after inspectors have verified proportions of site-prepared grout.

C. Testing Prior to Construction: One set of tests.

D. Testing Frequency: As indicated on the drawings

E. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.

F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.

G. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for compressive strength.

H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

I. Prism Test: For each type of construction provided, according to ASTM C 1314 at seven days and at 28 days.

J. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

K. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
2. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

END OF SECTION 042200

SECTION 044313 – ANCHORED STONE MASONRY VENEER

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Stone Masonry Anchored to Unit Masonry Backup

B. Related Requirements:

1. Section 0420000 "Unit Masonry" for concealed flashing and veneer Anchors

1.2 ACTION SUBMITTALS

A. Product Data: For stone, stone accessory and manufactured product

B. Samples for Verification: For stone and color of Mortar

1.3 FIELD CONDITIONS

A. Protection of stone Masonry: During construction, cover tops of walls, projections and sills with weather proof sheeting at end of each day's work

B. Cold weather requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

1. Cold-weather cleaning: Use liquid cleaning methods only when air temperature is 40 deg F. and above and will remain so until masonry has dried

C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 Stone: As specified on construction documents, 4 inches plus or minus ¼ inch. Thickness does not include projection of pitched faces

2.2 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

1. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Masonry Cement: ASTM C 91.
- D. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979. Use only pigments with a record of satisfactory performance in masonry mortar.
- E. Aggregate for Mortar: ASTM C 144.
 1. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
 2. White-Mortar Aggregates: Natural white sand or crushed white stone.
 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- F. Aggregate for Grout: ASTM C 404.
- G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
- H. Water: Potable.

2.3 REINFORCEMENT

- A. Masonry-Joint Reinforcement, General: ASTM A 951.
 1. Exterior Walls: Hot-dip galvanized carbon steel.
 2. Wire Size for Side Rods: 0.148-inch diameter.
 3. Wire Size for Cross Rods: 0.148-inch diameter.
 4. Wire Size for Veneer Ties: 0.148-inch diameter.
 5. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
 6. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.
- B. Masonry-Joint Reinforcement for Multiwythe Masonry:
 1. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum horizontal play of 1/16 inch and maximum vertical adjustment of 1-1/4 inches. Size ties to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.

2.4 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.
- B. Adjustable Masonry-Veneer Anchors:
 - 1. General: Provide anchors that allow vertical adjustment but resist a 100-lbf load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch.
 - 2. Fabricate sheet metal anchor sections and other sheet metal parts from 0.075-inch- thick steel sheet, galvanized after fabrication.
 - 3. Fabricate wire ties from 0.187-inch- diameter, hot-dip galvanized-steel wire unless otherwise indicated.
 - 4. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a gasketed sheet metal anchor section, with pronged legs of length to match thickness of insulation or sheathing and raised rib-stiffened strap to provide a slot for inserting wire tie.

2.5 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim" and as follows:
 - 1. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
 - 2. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 1/4 inch to form a stop for retaining sealant backer rod.
 - 3. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.
- B. Flexible Flashing: Use the following unless otherwise indicated:
 - 1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.

2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weep/Cavity Vent Products: Use the following unless otherwise indicated:
 - 1. Wicking Material: Absorbent rope, made from cotton or UV-resistant synthetic fiber, 1/4 TO 3/8 INCH in diameter, in length required to produce 2-INCH exposure on exterior and 18 INCHES in cavity behind stone masonry. Use only for weeps.

- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.

- 1. Configuration: Provide one of the following:

- a. Strips, full depth of cavity and 10 inches high, with dovetail shaped notches 7 inches deep that prevent clogging with mortar droppings.

2.7 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

2.8 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use portland cement-lime or masonry cement mortar unless otherwise indicated.
 - 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Stone Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
 - 1. Mortar for setting Stone: Type N.
 - 2. Mortar for pointing Stone: Type N.
 - 3. For mortar parge coats, use Type S.
- D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
 - 1. Pigments shall not exceed 10 percent of portland cement by weight.
 - 2. Pigments shall not exceed 5 percent of [masonry cement] [or] [mortar cement] by weight.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coat unit masonry backup with asphalt dampproofing.

- B. Perform necessary field cutting and trimming as stone is set.
- C. Use power saws to cut stone that is fabricated with saw-cut surfaces. Cut lines straight and true, with edges eased slightly to prevent snipping.
- D. Use hammer and chisel to split stone that is fabricated with split surfaces. Make edges straight and true, matching similar surfaces that were shop or quarry fabricated.
- E. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use.
- F. Arrange stones in three-course, random-range ashlar pattern with random course heights, random lengths (interrupted coursed), and uniform joint widths.
- G. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.
- H. Maintain uniform joint widths except for variations due to different stone sizes and where minor variations are required to maintain bond alignment if any. Lay walls with joints not less than 1/4 INCH at narrowest points or more than 1/2 INCH at widest points.

3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
 - 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
 - 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
 - 1. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 INCH IN 10 FEET, 3/8 INCH IN 20 FEET, or 1/2 INCH IN 40 FEET or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 INCH IN 20 FEET or 1/2 INCH IN 40 FEET or more.
 - 2. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines, do not exceed 1/4 INCH IN 20 FEET or 1/2 INCH IN 40 FEET or more.
 - 3. Variation of Linear Building Line: For position shown in plan, do not exceed 1/2 INCH IN 20 FEET or 3/4 INCH IN 40 FEET or more.
- C. Joints:
 - 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
 - 2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
 - 3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 MORTAR BEDDING AND JOINTING

- A. Lay stone masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- B. Rake out mortar joints to a uniform depth of 1/2 inch and point with.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.4 INSTALLATION OF ANCHORED STONE MASONRY

- A. Anchor stone masonry to unit masonry with wire anchors unless otherwise indicated. Connect anchors to masonry joint reinforcement by inserting pintles into eyes of masonry joint reinforcement projecting from unit masonry.
- B. Embed veneer anchors in mortar joints of stone masonry at least halfway, but not less than 1- 1/2 INCHES, through stone masonry and with at least a 5/8-INCH cover on exterior face.
- C. Space anchors not more than 18 INCHES o.c. vertically and 32 INCHES o.c. horizontally, with not less than one anchor per 2.67 SQ. FT. of wall area. Install additional anchors within 12 INCHES of openings, sealant joints, and perimeter at intervals not exceeding 12 INCHES.
- D. Set stone in full bed of mortar with full head joints unless otherwise indicated. Build anchors into mortar joints as stone is set.
- E. Provide 1-INCH cavity between stone masonry and backup construction unless otherwise indicated. Keep cavity free of mortar droppings and debris.
- F. Slope beds toward cavity to minimize mortar protrusions into cavity.
- G. Do not attempt to trowel or remove mortar fins protruding into cavity.

3.5 FLASHING, WEEP HOLES, AND CAVITY VENTS

- A. Install embedded flashing and weep holes at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- B. At multiwythe masonry walls, including cavity walls, extend flashing through stone masonry, turned up a minimum of 12 INCHES, and extend into or through inner wythe to comply with requirements in Section 042000 "Unit Masonry."
- C. At lintels and shelf angles, extend flashing full length of angles but not less than 6 INCHES into masonry at each end.
- D. At sills, extend flashing not less than 4 INCHES at ends.
- E. At ends of head and sill flashing, turn up not less than 2 INCHES to form end dams.
- F. Install metal drip edges beneath flexible flashing at exterior wall face. Stop flexible flashing 1/2 INCH back from exterior wall face and adhere flexible flashing to top of metal drip edge.

- G. Place weep holes and vents in joints where moisture may accumulate, including at base of cavity walls, above shelf angles, and at flashing.
- H. Use wicking material to form weep holes above flashing in stone sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
- I. Space weep holes 24 INCHES o.c.
- J. Trim wicking material used in weep holes flush within 1/2" of exterior wall face after mortar has set.
- K. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.
- L. Install vents in head joints at top of each continuous cavity at spacing indicated. Use mesh weep holes/vents or open head joints to form vents.

3.6 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
 - 3. Protect adjacent surfaces from contact with cleaner.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

END OF SECTION 042000

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber (Glu-Lams).
2. Wood blocking and nailers.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
1. Power-driven fasteners.
 2. Post-installed anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
 3. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent unless otherwise indicated.

2.2 DIMENSION LUMBER FRAMING

- A. Miscellaneous framing as indicated on Construction drawings
 - 1. Application: Framing other than interior partitions not indicated as load bearing.
 - 2. Species:
 - a. Southern pine; SPIB.
 - b. Douglas fir-larch; WCLIB or WWPA.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Furring.
- B. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:
 - 1. Mixed southern pine or southern pine; No. 2 grade; SPIB.

2.4 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
 - 1. Fasteners, including nuts and washers, in contact with preservative-treated wood shall be hot-dipped zinc-coated galvanized steel, stainless steel, silicon bronze or copper. Fasteners other than nails, timber rivets, wood screws and lag screws shall be permitted to be of mechanically deposited zinc-coated steel with coating weights in accordance with ASTM B695, class 55 minimum. Connectors that are used in exterior applications and in contact with preservative-treated wood shall have coating types and weights in accordance with the treated wood or connector manufacturer's recommendations. In the absence of the manufacturer's recommendations, a minimum of ASTM A653, Type G185 zinc-coated galvanized steel, or equivalent, shall be used. EXCEPTION: Plain carbon steel fasteners, including nuts and washers, in SBX/DOT and zinc borate preservative-treated wood in an interior, dry environment shall be permitted
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or ICC-ES AC308 as appropriate for the substrate.

2.5 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
- B. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. ICC-ES evaluation report for fastener.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 062013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior wood trim.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of inspection agency, indicating grade, species, moisture content at time of surfacing, and mill.
 2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.

2.2 EXTERIOR TRIM

- A. Lumber Trim for **Semitransparent-Stained Finish**.
1. Species and Grade: Western red cedar; NLGA, WCLIB, or WWPA Clear Heart for trim and No2 & better for timber members
 2. Maximum Moisture Content: 15 percent with at least 85 percent of shipment at 12 percent or less.
 3. Finger Jointing: not allowed
 4. Face Surface: **smooth - clear**

2.3 WOOD SOFFITS

- A. Provide kiln-dried wood soffits complying with DOC PS 20
- B. Species and Grade: Western red cedar; NLGA, WCLIB, or WWPA **Grade B**.

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches into wood substrate.
- B. Flashing: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim" for flashing materials installed in exterior finish carpentry.
- C. Sealants: Latex, complying with ASTM C 834 Type OP, Grade NF and applicable requirements in Section 079200 "Joint Sealants," and recommended by sealant and substrate manufacturers for intended application.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

3.2 INSTALLATION, GENERAL

- A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials.
 - 1. Use concealed shims where necessary for alignment.
 - 2. Scribe and cut exterior finish carpentry to fit adjoining work.
 - 3. Refinish and seal cuts as recommended by manufacturer.
 - 4. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining exterior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
 - 5. Coordinate exterior finish carpentry with materials and systems in or adjacent to it.
 - 6. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Install flat-grain lumber with bark side exposed to weather.
- B. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 48 inches long, except where necessary.
 - 1. Use scarf joints for end-to-end joints.
 - 2. Stagger end joints in adjacent and related members.
- C. Fit exterior joints to exclude water.
 - 1. Cope at returns and miter at corners to produce tight-fitting joints, with full-surface contact throughout length of joint.
 - 2. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.

- D. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
- E. Flashing: Install metal flashing as indicated on Drawings and as recommended by siding manufacturer.
- F. Finish: Apply finish within two weeks of installation.

END OF SECTION 062013

SECTION 071900 - WATER REPELLENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes penetrating water-repellent treatments for the following vertical and horizontal surfaces:
 - 1. Concrete unit masonry.
 - 2. Natural stone.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of water repellent and substrate indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Product certificates.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: An employer of workers trained and approved by manufacturer.

PART 2 - PRODUCTS

2.1 PENETRATING WATER REPELLENTS

- A. Silane/Siloxane-Blend, Penetrating Water Repellent: Clear, silane and siloxane blend with 400 g/L or less of VOCs.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
 - 1. Verify that surfaces are clean and dry according to water-repellent manufacturer's requirements. Check moisture content in representative locations by method recommended by manufacturer.
 - 2. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.

3. Verify that required repairs are complete, cured, and dry before applying water repellent.

- B. Test pH level according to water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.

3.2 PREPARATION

- A. New Construction and Repairs: Allow concrete and other cementitious materials to age before application of water repellent, according to repellent manufacturer's written instructions.
- B. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product according to water-repellent manufacturer's written instructions.
- C. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.
- D. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

3.3 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply coating of water repellent on surfaces to be treated using low-pressure spray to the point of saturation. Apply coating in dual passes of uniform, overlapping strokes. Remove excess material; do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.
- C. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

3.4 CLEANING

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Correct damage to work of other trades caused by water-repellent application.
- B. Comply with manufacturer's written cleaning instructions.

END OF SECTION 071900

SECTION 073113 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Asphalt shingles.
2. Underlayment.
3. Metal flashing and trim.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation reports.
- C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
1. Material Warranty Period: Manufacturer's standard.
 2. Wind-Speed Warranty Period: Manufacturer's standard.
 3. Algae-Resistance Warranty Period: Manufacturer's standard.
 4. Workmanship Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance according to ASTM E 108 or UL 790 by Underwriters Laboratories, Inc. or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
 - 1. Butt Edge: **Straight.**
 - 2. Strip Size: Manufacturer's standard.
 - 3. Algae Resistance: Granules resist algae discoloration.
 - 4. Impact Resistance: UL 2218, Class 4.
 - 5. Color and Blends: As selected by Architect from manufacturer's full range.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226 asphalt-saturated organic felts, nonperforated.
 - 1. Type: Type I – two layer, or Type II – one layer.

2.4 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch- diameter, sharp-pointed, with a minimum 3/8-inch- diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through OSB or plywood sheathing.
 - 1. Shank: Barbed.
 - 2. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt-Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with low-profile capped heads or disc caps, 1-inch minimum diameter.

2.5 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."

- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Double-Layer Felt Underlayment: Install on roof deck with succeeding courses lapping previous courses 19 inches in shingle fashion. Lap ends a minimum of 6 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with felt-underlayment nails.
 - 1. Install felt underlayment on roof sheathing
 - 2. Install fasteners at no more than 36 inch o.c.

3.2 METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."

3.3 ASPHALT-SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and recommendations in NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Install starter strip along lowest roof edge, consisting of an asphalt-shingle strip at least 7 inches wide with self-sealing strip face up at roof edge.
 - 1. Extend asphalt shingles 1/2 inch over fasciae at eaves and rakes.
 - 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- E. Install asphalt shingles by single-strip column or racking method, maintaining uniform exposure. Install full-length first course followed by cut second course, repeating alternating pattern in succeeding courses.

- F. Fasten asphalt-shingle strips with roofing nails located according to manufacturer's written instructions.
 - 1. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.
- G. Ridge Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

END OF SECTION 073113

SECTION 09 9108
EXTERIOR PAINTING- concrete surfaces

1.0 GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of painting work is shown on the drawings and as herein specified.
- B. The work includes: Preparation and painting exterior concrete surfaces. Prepare samples as required by Owner/Owner's representative.
- C. Protect all adjacent areas not to be painted with cloths or canvas at all times, to prevent drips.

1.03 QUALITY ASSURANCE

- A. Painting Contractor:
 - 1. The subcontractor shall have not less than five years successful experience with exterior painting. A statement of experience that includes project addresses and owner contact information may be required prior to the start of painting work. A current point-of-contact for identified references shall be provided.
 - 2. The painting Contractor shall possess current SSPC-QP1 certification for lead-free paint. The Contractor shall maintain certified status throughout the duration of the painting work under the contract. The Owner reserves the right to accept Contractors documented to be currently enrolled in the SSPC-QP7, Painting Contractor Introductory Program, Category 2, in lieu of the QP certifications noted above. The Owner at their sole discretion may accept proof of other commercial painting training and experience as qualification for performing work at the project site.

1.04 SUBMITTALS:

- A. Submit one copy of manufacturer's specifications, including paint label analysis for each material specified.
- B. Submit paint color samples that match owner's color selection for approval by Owner/Owner's representative.
- C. Submit final record of daily moisture readings made by Painter as specified in Job Conditions 1.06 A.
- D. Submit evidence of current SSPC-QP1 Certification Status for Painting Contractor

1.05 DELIVERY AND STORAGE:

- A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label.

1.06 JOB CONDITIONS:

- A. Do not apply exterior paint materials during the months of November through April. Do not apply exterior paint materials when the temperature of surfaces to be painted and the surrounding air temperatures are below 50 degrees F. or expected to drop below 50 degrees F. for 48 hours after application, or above 85 degrees F. Contractor must furnish and use a handheld moisture meter to determine the moisture content of wood surfaces.
- B. Do not apply paint materials in snow, rain, fog, or mist, or when the relative humidity exceeds 80% or to damp or wet surfaces.

- C. Do not paint over any labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates, where painting will obscure text or symbols.
- D. Concrete shall have cured for 30-60 days prior to painting.

2.0 PRODUCTS

2.01 COLORS AND FINISHES

- A. Prior to beginning work, the Owner's Representative will furnish sample color chips if color is not to match an existing color for surfaces to be painted. Match the colors of the chips and submit samples, as specified herein, before proceeding with the work.

2.02 MATERIAL QUALITY EXTERIOR PAINTING

- A. Provide the best quality grade of the various types of coatings as regularly manufactured by approved paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

2.03 PAINT MATERIALS:

- A. Paint shall be a premium quality, 100% acrylic exterior low luster latex finish suitable for exterior use on concrete.
- B. Primer shall be a preparatory coating to create a less porous, smoother painting surface.
- C. Approved Manufacturer:
 - a. Paint/Finish: Benjamin Moore Aura Waterborne Exterior Paint Low Luster Finish 634, Colors and design shall be per plans.
 - b. Primer: Benjamin Moore Super Spec Masonry Interior/Exterior Hi-Build Block Wall Filler 206, Primer shall be tinted to coordinate with base color.
- D. Apply a minimum of two coats of finish.

3.0 EXECUTION

3.01 INSPECTION

- A. The Applicator must examine the areas and conditions under which painting work is to be applied. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator.
- B. Starting of painting work will be construed as the Applicator's acceptance of the surfaces and conditions within any area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION

- A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified for each particular condition:
- B. All concrete surfaces need to be washed with a pressure washer with a mildewcide solution formulated for pressure washers. Follow manufacturer's recommendations and rinse solution from surface.
- C. Any remaining mildew or staining may require hand scrubbing with a stiff bristle brush and cleaner.

- D. After concrete has been cleaned and dry, prepare the surface for painting by cleaning with a Trisodium Phosphate Mix. Follow manufacturer mixing and safety instructions carefully. Rinse surface after clean.
- E. Protection of adjoining surfaces: Remove or protect hardware, hardware accessories, machined surface, plates, lighting fixtures, roofing and similar items not to be painted.
- F. In all areas designated for painting, the concrete surfaces shall be high power pressure washed to etch the surface of the concrete. Only areas to be painted shall be etched.
- G. Contractor is responsible for replacing and correcting any surfaces not intended for painting that are damaged as part of this work.
- H. NO painting shall be done until surface preparation is accepted by Owner's Representative.

3.03 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density and stir as required during the application of the materials.

3.04 APPLICATION

- A. Before painting, apply a primer in accordance with the manufacturer's directions.
- B. Apply paint materials in accordance with the manufacturer's directions. Do not use any type of spraying device to apply paint. All paint must be roller or brush-applied unless otherwise agreed to in writing by the Owner's Representative.
- C. Apply paint materials so as to completely cover all surfaces with an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, laps, brush marks, runs, sags or other surface imperfections will not be acceptable.
- D. Remove, refinish, or repaint work not in compliance with specified requirements.

3.05 CLEAN-UP AND PROTECTION

- A. During the progress of the work, remove from the project daily all discarded paint materials, rubbish, cans and rags. No paint materials shall be allowed to be kept within the structure itself for any reason.
- B. Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damages by cleaning, repairing or replacing and repainting, as directed by the Owner's Representative.
- C. Protect all non-painted surfaces adjacent to, and below, painting operations. Protection to consist of large cloth, canvas or plastic sheet materials to completely cover building stone and/or foundation.
- D. Provide "Wet Paint" signs, as required to protect newly-painted finishes.
- A. Upon completion of painting work, clean all paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- E. General Contractor is to coordinate site work so that loose soil and blowing dirt from grading and excavation operations do not conflict with paint application.

END OF SECTION 09 9108

SECTION 099300 - STAINING AND TRANSPARENT FINISHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and application of wood stains and transparent finishes.
 - 1. Exterior Substrates:
 - a. Exposed framing and trim
 - b. Exposed plank

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of finish system and in each color and gloss of finish required.

1.3 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each finish system indicated and each color selected to verify preliminary selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Final approval of stain color selections will be based on mockups.
 - a. If preliminary stain color selections are not approved, apply additional mockups of additional stain colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Provide (3) control sample using stain listed on Exterior Material legend in the Construction Documents. If alternate stain manufactures are contemplated, provide (3) samples WITH control sample for comparison

2.2 MATERIALS, GENERAL

- A. Stain Colors: As selected and stated in the construction documents.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Exterior Wood Substrates: 15 percent, when measured with an electronic moisture meter.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with finish application only after unsatisfactory conditions have been corrected.
 - 1. Beginning finish application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and finishing.
 - 1. After completing finishing operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each substrate condition and as specified.
 - 1. Remove dust, dirt, oil, and grease by washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
 - 2. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.

3.3 APPLICATION

- A. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

- B. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.

3.5 EXTERIOR WOOD-FINISH-SYSTEM SCHEDULE

- A. Wood Substrates: Exposed framing.

- 1. Water-Based Semitransparent Stain System:

- a. Prime Coat: Stain, exterior, water based, semitransparent, matching topcoat.
- b. Intermediate Coat: Stain, exterior, water based, semitransparent, matching topcoat.
- c. Topcoat: Stain, exterior, water based, semitransparent.
- d.

- B. Wood Substrates: Wood-based plank products.

- 1. Water-Based Semitransparent Stain System:

- a. Prime Coat: Stain, exterior, water based, semitransparent, matching topcoat.
- b. Intermediate Coat: Stain, exterior, water based, semitransparent, matching topcoat.
- c. Topcoat: Stain, exterior, water based, semitransparent
- d. Topcoat: Varnish, with UV inhibitor, exterior, low sheen
- e. Topcoat: Varnish, marine spar, exterior, low sheen

END OF SECTION 099300

SECTION 11 6814
FITNESS EQUIPMENT – Contractor purchase equipment

1.0 GENERAL

1.1 Description

- A. The Contractor **IS NOT** responsible for the purchase of the fitness equipment to be installed in this bid.
- B. Fitness equipment shall consist of all labor, equipment and materials necessary for complete installation of fitness equipment.
- C. As part of this work, the Contractor shall coordinate with manufacturer delivery and secure storage of all equipment. Contract bid includes the coordination and labor necessary to install a complete system. This shall also include checking freight tickets, providing a copy to the Owner's Representative and inspection of items shipped.

1.2 Specifications and Standards

- A. Fitness equipment installation shall conform to the most current standard:
 - 1. ASTM F3101-Specification for Unsupervised Public Use Outdoor Fitness Equipment
 - 2. ASTM F1292-Specification for Attenuation of Surface Systems Under and Around Playground Equipment
 - 3. ASTM F1749-Specification for Fitness Equipment and Fitness Facility Safety Signage and Labels
 - 4. ASTM F1951-Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
 - 5. ASTM F2276-Specification for Fitness Equipment
 - 6. ASTM 2571-Test Methods for Evaluating Design and Performance Characteristics of Fitness Equipment
 - 7. United States Consumer Product Safety Commission Handbook for Public Playground Safety, latest publication
 - 8. American with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities: Play Areas: Final Rule

1.3 Submittals

- A. Provide copy of freight ticket for equipment to Owner/Owner's representative.

2.0 MATERIALS

2.1 Fitness Equipment

- A. All equipment shall be as designated on the plans or approved equal. The Contractor shall not modify equipment.

3.0 EXECUTION

3.1 Installation

- A. All equipment detailed on the drawings and specified herein shall be installed per manufacturer's specifications and recommendations, unless otherwise described specifically herein, or on the plans.
- B. Contractor shall obtain instructions for proper installation from the specific manufacturer. If any manufacturer does not provide installation specifications after request by the Contractor, the Owner's representative shall be notified before installation occurs.
- C. Contractor shall uncrate, inspect, clean and assemble all fitness equipment as necessary to install complete and usable items. If there are discrepancies with the items shipped, the Contractor is responsible for coordination of obtaining the correct materials at no cost to the Owner.
- D. Concrete footings shall be installed at all fitness equipment. Concrete shall

conform to concrete specification. Footings shall be dimensioned as per the manufacturer's specification and/or the plans and details, which ever specifies the larger dimensions.

- E. Contractor shall be responsible for trimming all bolts and other similar fastener items to meet specifications noted herein. Contractor shall ensure all tags, staples and stickers are removed from play equipment except for those required by incorporated specifications and standards.

END OF SECTION

SECTION 12 9300
SITE FURNITURE – Contractor purchase site furniture

1.0 GENERAL

1.1 Description

Note – The Contractor **SHALL BE** responsible for the purchase of all site furniture as described on the plans.

- A. This work shall consist of all labor, equipment and materials necessary for complete installation of all specified site furniture. Site furniture that is specified in and around play areas shall also conform to SECTION 11 6813, Playground Equipment.
- B. As part of this work, the Contractor shall coordinate with Owner for delivery, and storage of site furniture. Contract bid includes the coordination and labor necessary to install site furniture completely. This shall also include checking freight ticket, providing a copy to the Owner's representative, and inspection of items shipped. Contractor to provide secure storage of equipment prior to installation. In the event of damaged or missing parts, the Contractor shall immediately notify the distributor/vendor and the Owner.

1.2 Submittals

- A. Provide copy of freight ticket to Owner/owner's representative

2.0 MATERIALS

2.1 Site Furniture

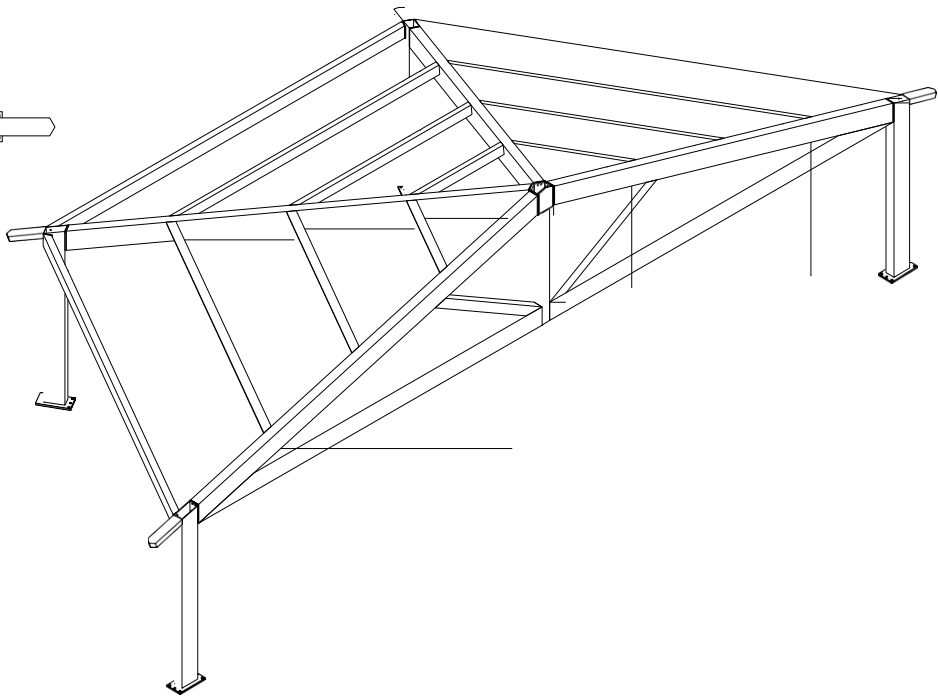
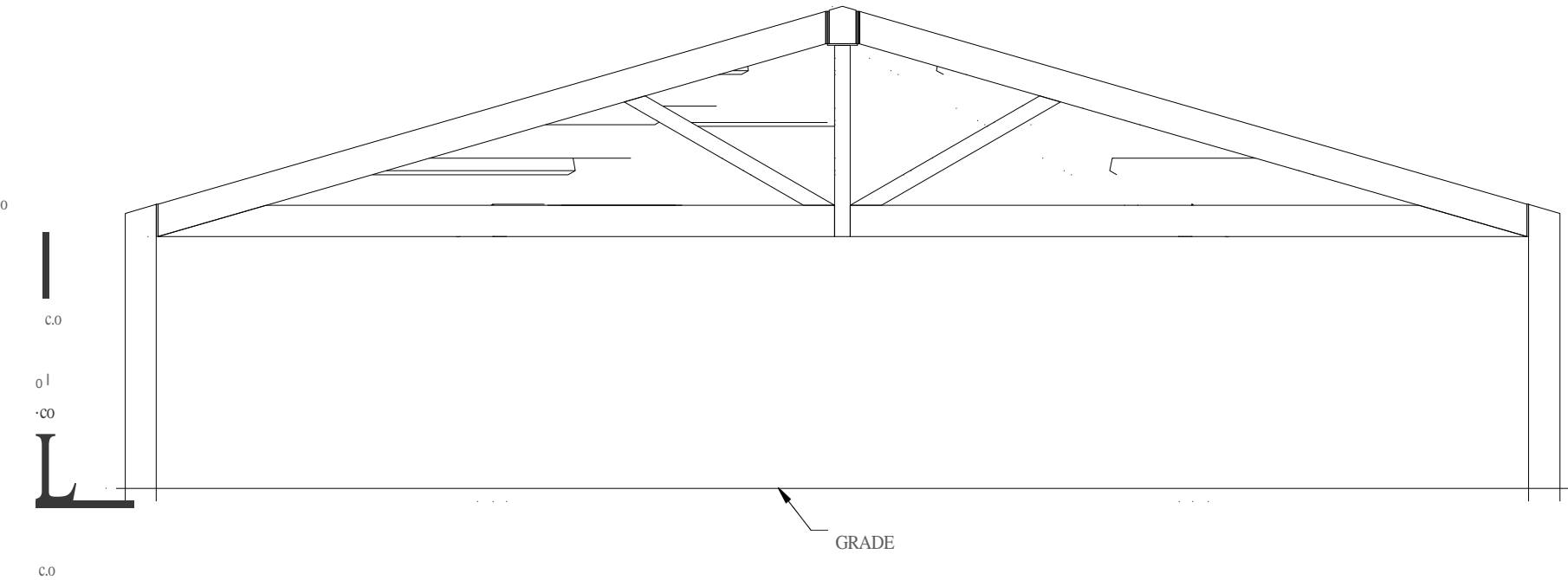
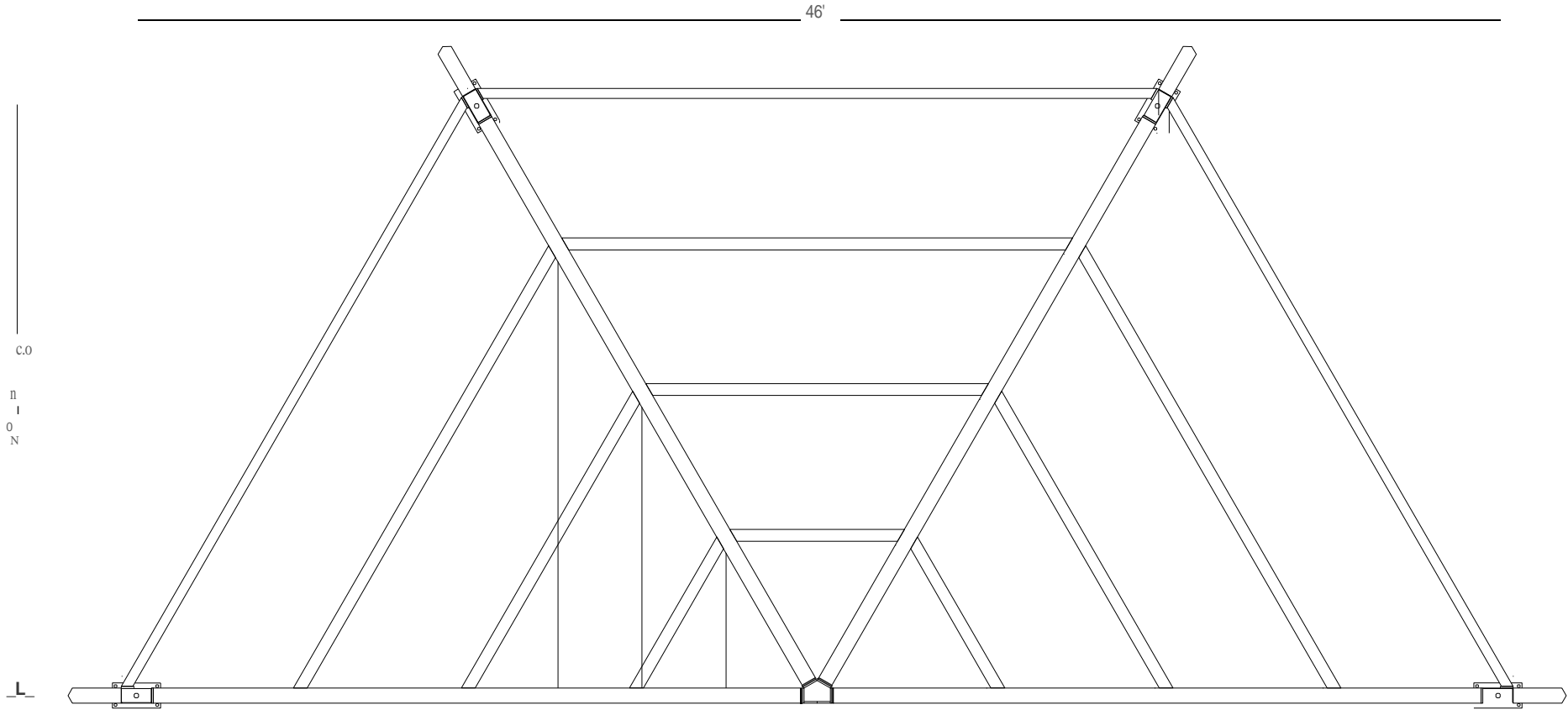
- A. All site furniture shall be as designated on the plans or approved equals as per the Specifications. The Contractor shall not modify site furniture.

3.0 EXECUTION

3.1 Installation

- A. All site furniture shall be installed as per manufacturer's specifications and recommendations and shall follow all plans and details. Wherever the details and manufacturer's specifications do not agree on footing size, the larger footing shall prevail. Wherever the details and manufacturer's specifications do not agree on any other item, the Owner shall be notified and a decision rendered.
- B. Contractor shall be responsible for trimming all bolts and other similar fastener items to within one-quarter inch (1/4") of the nuts/fasteners. All fasteners shall be secured in a manner that will prevent removal: such as peening, tack welding, or tamper proof fasteners.

END OF SECTION



ALL STRUCTURAL COMPONENTS WILL BE:
TUBE: ASTM A500 GRADE B

PLATE: ASTM A36
BOLTS: ASTM A325

NUTS: ASTM A563
WELDING: GMAW

NOTE:
COLUMN SIZE: HSS 14x6x5/16

PRELIMINARY: NOT FOR
CONSTRUCTION

ICON

Shelter Systems, Inc.

DISTINCTIVE STEEL SHELTERS

WWW.ICONSHelters.COM

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505-285-/808

711 627 1874

DRAWN BY:	ACP
DATE:	9/12/2022
PRELIMINARY ID:	76894
REVISION:	A
BUILDING TYPE:	BX5OTA-P4
PROJECT NAME:	

SHEET
30

ELECTRICAL INFORMATION - BANDSHELL HEXAGON

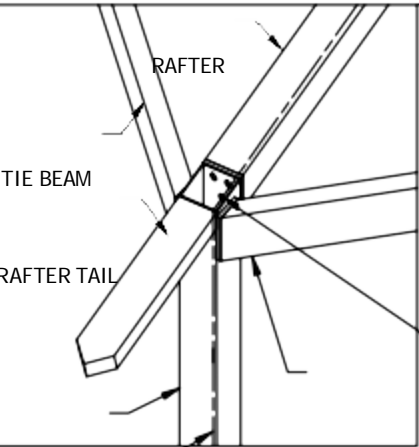
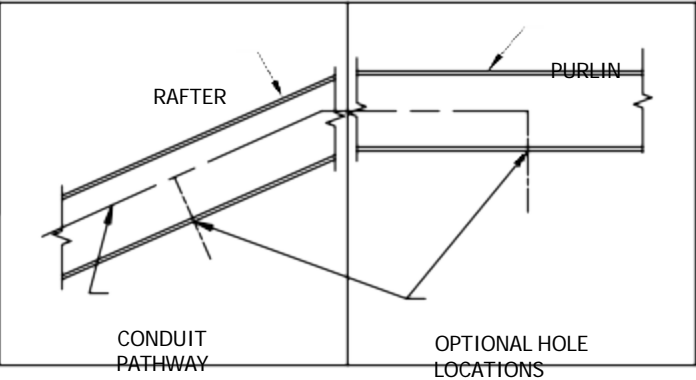
ICON'S STANDARD ELECTRICAL IS DESIGNED TO ACCOMMODATE Ø1/2" CONDUIT WITH A Ø3" INLET HOLE ON THE BOTTOM OF EACH COLUMN. THE CONDUIT PATHWAY RUNS THROUGH THE COLUMN, RAFTER, AND RIDGE BEAM THROUGH ALL BOLTED CONNECTIONS AS SHOWN. IF YOU HAVE SPECIAL ELECTRICAL REQUIREMENTS, PLEASE OUTLINE ANY CHANGES BELOW AS DESCRIBED.

PLEASE NOTE: DESIGN LIMITATIONS ON HOLE/CUTOUT SIZES MAY APPLY. ICON WILL REACH OUT TO DISCUSS ANY SUCH LIMITATIONS AS NEEDED.

NOTE: ICON SHELTER FRAME IS NOT UL LISTED TO ACT AS A CONDUIT FOR ELECTRICAL WIRING. CONSULT LOCAL BUILDING CODES WHEN PLANNING YOUR ELECTRICAL SYSTEM.

OPTIONAL EXIT HOLES

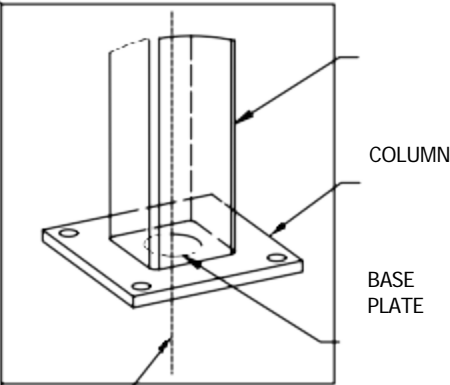
IF REQUIRED, EXIT HOLES FOR LIGHTING, ETC. CAN BE PLACED IN THE RAFTER, PURLIN, AND/OR COMPRESSION RING WITH 14ga COVER PLATE (CHARGES APPLY) USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED EXIT HOLE LOCATIONS AND SIZE.



ICON PROVIDES A MINIMUM OF (1) 3/4" HOLE AT EACH CONNECTION FOR 1/2" CONDUIT. IF APPLICABLE, PLEASE SPECIFY REQUIRED CONDUIT SIZE: (CHARGES APPLY)

- 3/4" CONDUIT (1" HOLES)
- 1" CONDUIT (1 1/4" HOLES)
- OTHER (PLEASE SPECIFY)

CONDUIT PATHWAY PROVIDED FOR EACH COLUMN.



COLUMN
BASE PLATE

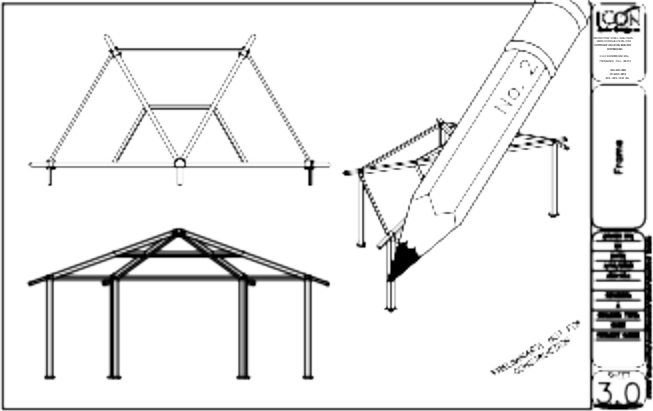
Ø3" HOLE THROUGH

PRELIMINARY: NOT FOR CONSTRUCTION

STEPS:

1. CONDUIT HOLE SIZE (DETAIL A)
2. ELECTRICAL EXIT HOLES (DETAIL B)
3. ELECTRICAL ACCESS & COVER PLATES (DETAIL C)
4. ELECTRICAL CONDUIT PATHWAY (DETAIL D)

IF REQUIRED, PLEASE DRAW THE NECESSARY ELECTRICAL CONDUIT PATHWAY ON THE FRAME SHEET OF THIS PRELIMINARY.

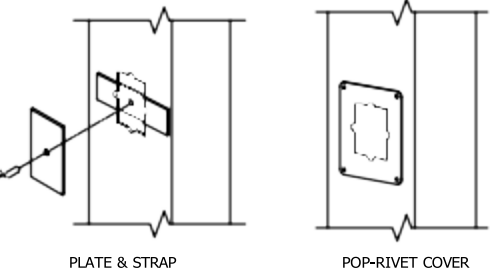
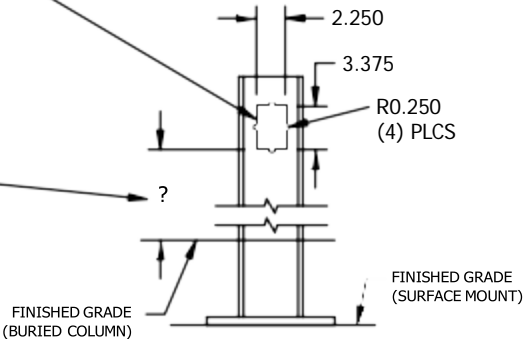


DETAIL D

OPTIONAL CUTOUTS

USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED CUTOUT LOCATIONS (CHARGES APPLY) SEE REQUIRED INFO BELOW

- (1) STANDARD CUTOUT SIZE SHOWN. SPECIFY IF OTHER SIZE REQUIRED.
- (2) CUTOUTS WILL BE ON INSIDE FACE OF COLUMN UNLESS OTHERWISE INDICATED ON FRAME SHEET.
- (3) SPECIFY HEIGHT ABOVE FINISHED GRADE FOR EACH CUTOUT AS SHOWN



- (4) COVER PLATES PROVIDED UPON REQUEST (CHARGES APPLY)

DETAIL C

NOTE: BUILDING DEPICTED ON THIS SHEET FOR ILLUSTRATION

PURPOSES ONLY. ACTUAL LAYOUT AND FRAME MEMBER QUANTITIES

RY BY DESIGN. PLEASE REFER

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DISTINCTIVE STEEL SHELTERS
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505-285-7808
711-637-1874
505-285-7833 EΩ

Electrical

DRAWN BY:
ACP
DATE:
9/12/2022
PRELIMINARY ID:
/6894
REVISION:
A
BUILDING TYPE:
BX50TA-P4
PROJECT NAME:

SHEET
5.0
Engineering\AcadStandards\Blocks\Titles\CONPRETBS QF-73-01-42

DWG:Shelters\BX\50\TA-P4-50-90-30\Drawings\Preliminary\BX50TA-P4-50-90-30~76894.dwg

TO ELEVATION AND FRAME SHEETS
IN THIS PRELIMINARY FOR ORDER-SPECIFIC CONFIGURATION.

CONDUIT
(NOT BY

BASE DETAIL

EACH COLUMN BASE

PLEASE SPECIFY TYPE AND QUANTITY REQUIRED:

PLATE & STRAP
POP-RIVET COVER PLATE
HOW MANY REQUIRED? _____

Play Design Scapes

352 Cedar Lane
Elk Grove Village IL 60007
224-324-4597
847-354-2697

Estimate

Date	Estimate #
10/18/2022	158046

Name / Address	
Park District of Oak Park Nelson Acevedo 218 Madison Oak Park IL 60302	
Customer Phone	
gina@playdesignscapes.com	

224-324-4597	Quote is good for 30 days
Terms	Net 30
Project Name	
Central Park	

Item	Description	Qty		
Most Dependable	Most Dependable Fountains 10145SMFA	1		
Most Dependable	Most Dependable Fountains Pet Fountain	1		
Most Dependable	Most Dependable Fountains Recessed Hose Bibb with Lock Door	1		
Most Dependable	Most Dependable Fountains Carrier/Template	1		
Freight	Freight	1		
MDF Notes	Price does not include installation or assembly. Customer responsible for unloading and storage. Lead time is approximately four weeks ARO and deposit or payment if required.			
Discount	Discount to Customer			
Customer Signature:				

Doty & Sons Concrete Products, Inc.

1275 East State Street
Sycamore, IL 60178

Phone: 800-233-3907

Fax: 815-895-8035

Quotation

Date	Quotation Number
5/2/2022	238988

Name / Address
Customer Phone

Ship To
Customer Fax

Project/Job		Terms	FOB	Rep	Ship Via	
CENTRAL PARK - OAK BROOK			60523	M	MOTOR FREIGHT	
Item	Description	Qty				
T6205	SQUARE SYCAMORE TABLE SET WITH 40" SQUARE TOP AND TWO SEATS.	2				
FINISH	STANDARD FINISHES AVAILABLE AT QUOTED PRICE: YOUR CHOICE OF SB1, SB6 OR SB7. SPECIAL FINISHES AVAILABLE AT AN ADDITIONAL COST.	2				
DIAM	DIAMOND GRIND TABLE TOP AND SEAT SURFACES	2				
T6060	CHECKERBOARD FOR TABLES. TOP SURFACE IS POLISHED. CHECKERBOARD PATTERN IS THEN PAINTED ONTO THE SURFACE OF THE TABLE. NO INDIVIDUAL TILES THAT CAN BE PRIED OUT BY VANDALS. STANDARD BOARD COLOR IS BLACK.	2				
ACR3	TWO COATS OF SEMI-GLOSS SEALER APPLIED	2				

Quoted by:

Signature:

Date:

Doty & Sons Concrete Products, Inc.

1275 East State Street
Sycamore, IL 60178

Phone: 800-233-3907

Fax: 815-895-8035

Quotation

Date	Quotation Number
5/2/2022	238988

Name / Address
Customer Phone

Ship To
Customer Fax

Project/Job	Terms	FOB	Rep	Ship Via
CENTRAL PARK - OAK BROOK		60523	M	MOTOR FREIGHT
Item	Description	Qty		
T1086050	REGULATION SIZE CONCRETE PING PONG / TENNIS TABLE. SIZE 108" LONG X 60" WIDE X 30" HIGH WITH 6" THICK CURVED CONCRETE LEGS, 4" STEEL I-BEAM SUPPORTS CONSTRUCTION. WT. 3558 LBS. FEATURES: 1. TWO PIECE TABLE TOP 4" THICK 2. TABLE TOP IS POLISHED 3. SEALED WITH TWO COATS OF CONCRETE SEALER AND COVAL ANTI-GRAFFITI SEALER 4. BLACK STRIPED CENTER LINE 5. STAINLESS STEEL NET 1/4" THICK WITH GUSSETED END SUPPORTS 6. I-BEAM SUPPORTS POWDER COATED IN A TWO PART PROCESS. TOP COAT STANDARD BLACK. OTHER COLORS AVAILABLE - IF INTERESTED, PLEASE CALL FOR DETAILS	1		
SB7	SANDBLAST LIGHT GRAY LIMESTONE LEGS	1		
SB6LS	SANDBLAST NATURAL GRAY CONCRETE LIMESTONE MIX	1		
NET	YOUR CHOICE OF NET STYLE ONE OR STYLE TWO	1		

Quoted by:

Signature:

Date:

Doty & Sons Concrete Products, Inc.

1275 East State Street
Sycamore, IL 60178

Phone: 800-233-3907

Fax: 815-895-8035

Quotation

Date	Quotation Number
5/2/2022	238988

Name / Address
Customer Phone

Ship To
Customer Fax

Project/Job	Terms	FOB	Rep	Ship Via
CENTRAL PARK - OAK BROOK		60523	M	MOTOR FREIGHT
Item	Description	Qty		
SH3	PACKING AND SHIPPING BY FLATBED TRUCK. YOUR PERSONNEL TO UNLOAD - SEE COMPLETE DESCRIPTION BELOW.	1		
SH3D	SH3 DESCRIPTION - ALL SHIPPING CHARGES SHOWN ABOVE. SHIPPED BY FLATBED SEMI TRAILER ON PALLETS TO ONE BUSINESS ADDRESS ONLY. CUSTOMER PERSONNEL TO MEET DRIVER (DURING REGULAR BUSINESS HOURS) AND PROMPTLY REMOVE PALLETS FROM TRUCK. A 5000 LB. OR LARGER FORK TRUCK WITH 48" FORKS FOR UNLOADING MUST BE ON SITE AT TIME OF ARRIVAL. CUSTOMER TO UNPACK ITEMS AND SET AT SPECIFIC SITES. DELIVERY FEES ARE BASED ON FUEL PRICES TODAY. BECAUSE OF UNCERTAIN FUEL COSTS IN THE FUTURE, WE RESERVE THE RIGHT TO ADD OR SUBTRACT ANY CHANGE IN FUEL COSTS IN EFFECT THE DAY OF DELIVERY. TAX EXEMPT ORGANIZATIONS			

IF YOU WISH TO PLACE AN ORDER, PLEASE SIGN AND DATE WHERE INDICATED AND RETURN BY FAX. THANK YOU FOR THE OPPORTUNITY TO SUBMIT THE ABOVE QUOTATION. THE INDICATED PRICE IS VALID FOR 30 DAYS. NOTE: ANY CHANGE IN ITEM OR QUANTITY WILL REQUIRE A REBID.

Quoted by:

Signature:

Date:

SECTION 31 2000

EARTHWORK

1.0 GENERAL

1.1 Description

A. The work consists of all work as called for by plans and/or proposal form and may include the following: rough and finish grading to approved grade stakes; excavation of organic or unstable soils; excavation of debris and rocks; excavation, stockpiling and redistribution of topsoil; placement of sand or gravel base; placing and grading supplemental topsoil; and all other grading and excavation operations. Unless otherwise called for in the plans and specifications, work shall conform to all applicable Soil Erosion and Sedimentation Control Regulations as enacted in the County, City/Village, Soil and Water Conservation District, etc. having jurisdiction over the project location.

1.2 Submittals

A. Contractor shall submit samples and information to the Owner's Representative on the location of the source for any proposed materials to be brought on site. Source shall be subject to approval before use.

2.0 PRODUCTS

2.1 Fill Materials

A. Fill and backfill materials shall be clean, porous, granular materials free of clay, rock or gravel larger than two inches (2") in any dimension, debris, frozen material, vegetation or other deleterious matter. Contractor shall be permitted to use material excavated as part of this project as backfill material provided that excavated material meets all other requirements herein and is free of trash and other debris. Sod shall not be used for fill.

B. Fill material must be approved by the Owner's Representative before being placed. When suitable materials are not available from the excavation they shall be provided by the Contractor from off-site sources.

2.2 Topsoil

A. Topsoil is defined as follows: all topsoil shall be fertile, friable natural topsoil, typical for this locality. It shall not contain a mixture of subsoil or slag and shall be free of lumps, stones, plants or roots, stalks or other extraneous matter and shall not be used while in a frozen or muddy condition. Topsoil shall have an acidity range of pH 5.5 to pH 7.5 and shall contain not less than five percent nor more than twenty percent organic matter as determined by loss on ignition of moisture free sample dried at 100 degrees centigrade. Topsoil shall be classifiable as loam, silt loam, silty clay loam, or sandy clay loam, as determined from the Natural Resources Conservation Service - USDA triangular soil texture chart. Topsoil shall be used in the upper six inches (6") of all seeded areas.

2.3 Base Material

A. Base materials shall conform to specified detail and shall be properly graded mixture of natural or crushed gravel, crushed stone, or natural processed sand that will readily compact to the required density and remain in that condition.

3.0 EXECUTION

3.1 Layout

- A. The corners of the designated areas, including separate paving, surfacing, and lawn, shall be determined by careful survey according to plans and details. Stakes shall be set indicating the exact position of these corners and the final elevation of the indicated area.
- B. Before any excavation or filling operation begins, approval of the location and the proposed elevation must be obtained from the Owner's Representative. If existing conditions are at variance with the drawings, the Owner's Representative shall be notified before proceeding with the work and adjustments made only as directed.
- C. Back-filling shall be done only after the Owner's Representative has inspected and approved sub-grade. Notice that the work is ready for inspection shall be given promptly, and 48 hours minimum shall be allowed for making necessary examinations. Failure to comply may require excavation to previous grade and the performance of back-filling operations again at no additional cost to the Owner.

3.2 Stripping Topsoil

- A. Prior to the stripping of topsoil, all areas within the grading limits containing existing debris shall be cleaned sufficiently to permit easy use of the topsoil free of unmanageable debris. Topsoil in areas that are to be graded shall be stripped to the depth designated and stockpiled in an area approved by the Owner's Representative. This is the first supply of topsoil to be used for spreading over disturbed or graded areas. The site shall be excavated to provide a sub-grade which shall be shaped to true and even lines so as to assure a uniform thickness of the base course or other surfacing installation. Excess material and debris generated from this work shall be hauled from the site at the Contractor's expense.

3.3 Unsatisfactory Materials

- A. Unsuitable materials or unstable bearing soil for structures and pavements shall be excavated to stable soil and replaced with an approved sand, gravel or soil and compacted as specified.

3.4 Excavation for Structures

- A. Excavation for all structures, paving, and site improvements shall be to the tolerances specified and shall extend sufficient distances from footing and foundations to permit placing and removal of forms, installation of services, and other construction operations and inspections.

3.5 Dewatering

- A. Site is to be maintained in dry condition in excavations and areas to be filled. Fill, topsoil, or sub-base shall not be placed in water or excessively damp conditions. It is the Contractor's responsibility to remove water and maintain dry conditions.

3.6 Placing Fill

- A. During grading and filling operations, all fill shall be placed in five inches (5"), or less layers and compacted by operating heavy track, or rubber tired equipment over it or with compaction equipment. Fill and backfill shall be so

placed as to cause minimum disturbance to underlying soils. Material shall have the correct moisture content. Wet soil shall be disked or otherwise scarified to allow each layer to dry.

- B. Holes, pits and removed footings shall be filled and compacted to within six inches (6") of the surrounding grade with approved clean fill and then topped with six inches (6") compacted topsoil. Filling holes shall be considered incidental to the Contract.

3.7 Compaction

- A. Fill and sub-base material shall be compacted to not less than the 95% ASTM D1557 or Proctor Density. Compaction of topsoil in lawn areas shall be 85% of proctor density.

3.8 Grade Tolerance

- A. All earthwork shall be within one-half inch (1/2" or 0.042') of the elevations called for on the plans. All pavement grading shall be within one quarter inch (1/4" or 0.021') of the elevations called for in the plans. All grading shall drain uniformly to designated low points and all changes in elevation and transition areas shall be with gentle, rounded gradients. The grade tolerance allowed shall not create a situation where a walk or area becomes inaccessible per the Americans with Disabilities Act. If this occurs the work shall be removed at the cost of the Contractor and reinstalled to meet current ADA standards.

END OF SECTION

SECTION 32 1313
CONCRETE PAVING - Fiber

1.0 GENERAL

1.1 Description

- A. This work shall consist of all labor, equipment and materials necessary for complete installation of concrete work: slabs, paving, curbs, walls, footings, and concrete work as called for in the plans and details.
- B. All work, which is without a specification herein, shall be performed in accordance with the Standard Specifications for Road and Bridge Construction, latest edition adopted by the Illinois Department of Transportation.

1.2 Submittals

- A. Mix Design: Submit proposed mix design for approval.
- B. One copy of the delivery ticket shall be furnished to the Owner's Representative at the time the truck arrives at the job site.

2.0 MATERIALS

2.1 Crushed Aggregate Base

- A. CA-6 crushed aggregate, Type B, shall be placed, to a compacted depth as indicated on plans, as a base course. The aggregate shall be thoroughly dry, unyielding and free of screening and dirt before proceeding with priming and paving, in accordance with material and placement standards of IDOT State Specifications.

2.2 Concrete Materials

- A. The concrete shall be constructed of Portland Cement Concrete Type A, which shall have a minimum of six (6) bags of type one cement per cubic yard. Concrete shall meet ASTM C94.
- B. The coarse aggregate used shall contain a maximum of 2%, by volume, deleterious material (commonly called chert free aggregate) and the maximum size of the stone shall be three-quarter inch (3/4").
- C. Air content shall be not less than 5%, or more than 8%, and the slump shall not exceed four inches (4"). Fourteen (14) day compressive strength tests resulting in less than 3500 p.s.i. shall be cause for removal and replacement at Contractor's cost. Portland Cement shall conform to the requirements of the current ASTM Specifications for Air-Entraining Portland Cement.

2.3 Metal Reinforcing

- A. Metal shall be fabricated conforming to the most current standard of ASTM A616, Deformed Billet-Steel Bars for Concrete Reinforcement of the grades indicated on the drawings. Welded wire mesh or fabric shall conform to Specifications for Welded Steel Wire Fabric for Concrete Reinforcement ASTM 185-current year.

2.4 Fiber Reinforcing

- A. Fiber reinforcing material to be SINTA F19 or approved equal, manufactured from 100% virgin polypropylene in a microfilament form and contain over 50 million individual fibers for each 1.0 lb/yd³ dosed. Product shall be engineered specifically for use in concrete, alkali resistant, non-absorptive and completely non-corrosive. Product shall comply with ASTM Designation C 1116 Standard

Specification for Fiber-Reinforced Concrete and Shotcrete, Type III Synthetic Fiber-Reinforced Concrete or Shotcrete.

- B. Fibers shall be 20 mm (3/4 in.) multifilament polypropylene fibers as supplied by GCP Applied Technologies, Cambridge, MA 02140, or approved equal. Required dosage rate shall be as specified by the design engineer or architect. Product shall be used in strict accordance with the supplier's recommendations and within time as specified in ASTM C94. The fibers shall comply with ASTM Designation C1116 Type III 4.1.3 and with applicable building codes. Certification of compliance shall be made available on request. Standard ACI 302 procedures for placing, finishing and curing shall be followed when using SINTA F19

2.5 Additives

- A. Additives that have not been aforementioned within this specification shall not be used in any concrete without written approval from the Owner or Owner's Representative.

2.6 Forms

- A. Forms shall be of lumber with a minimum two-inch (2") nominal thickness and six-inch (6") nominal width or steel with equal rigidity. They shall be held securely in place by stakes, braces, or other means and shall not allow concrete leakage. Forms for curves shall be flexible or shall be curved forms conforming to radius of curves shown on drawings. The use of straight sections will not be permitted for curves. Forms shall be clean and those for surfaces to be exposed shall produce a smooth, even finish without fins or board marks.

2.7 Expansion Joint Material

- A. Expansion joint material shall meet the Illinois Department of Transportation Standard for Road and Bridge Construction, latest edition, Section 1051.00 Preformed Expansion Joint Fillers. Approved filler shall be as described in Section 1051.03 Bituminous Preformed Joint Filler and 1051.04 Preformed Fiber Joint Filler and 1051.05 Bituminous Preformed Inorganic Fiber Joint Filler and 1051.08 Preformed Closed Cell Plastic Joint Filler. All applicable sections shall apply for the above approved items.

3.0 EXECUTION

3.1 Concrete Mixing

- A. Concrete shall be mixed only as required for immediate use and any which has developed initial set shall not be used. Concrete, which has partially hardened, shall not be re-tempered or re-mixed. The use of a fractional sack of cement will not be permitted unless the fractional part is measured by weight. The mixer shall be cleaned thoroughly each time when out of operation for more than thirty minutes.
- B. Concrete mixes will be measured as described in the current Method Test for Consistency of Portland Cement Concrete of the ASTM Designation C-143. The concrete shall at times be of such consistency and workability, that it will puddle readily into corners and angles of the forms and around joint, dowels, tie bars and reinforcement without excessive spading, segregation or undue accumulation of water.

- C. The mixing of concrete in truck mixers in route from the batching plant to the site will not be allowed without prior approval. Mixing shall take place at the batching plant. The mixing shall be done on a level area, sloping not more than two percent in any direction.
- D. The concrete shall be discharged within a period of one hour after the introduction of the mixing water with the dry materials or within a period of 1-1/2 hours after the cement has been placed in contact with the aggregates. It shall be within the specified limits for consistency and air content and it shall not be segregated.

3.2 Sub-grade

- A. Sub-grade or base shall be accurately graded and compacted as specified in Section 31 2000, EARTHWORK. The sub-grade or base shall be moistened just before the concrete is placed.

3.3 Forms

- A. The forms shall be set so that concrete slabs will have a slope of not less than one-quarter inch (1/4") per foot. Forms shall be held in line and grade by stake or braces at intervals to produce layout as specified in plans. Straight lines shall change to curve where line is tangent to curve. Forms shall be constructed in a manner that will permit their removal from exposed areas without damage to fresh concrete. Forms shall be of the full depth of the structure. Provide uniform bearing for all forms. The inside surface of the forms shall be oiled with a light, clear paraffin-base oil which will not discolor or otherwise injuriously affect the concrete as on walls or other exposed surfaces. All forming shall be approved by Owner or Owner's Representative before pouring concrete.

3.4 Reinforcement

- A. All steel reinforcement shall be accurately placed in position shown on plans and firmly held during the placing of concrete. When placed in the work, steel shall be free from dirt, rust, mill scale, paint, oil or other foreign material. Bars shall be placed with a variation in spacing between adjacent bars of not more than one-sixth of the spacing shown on the plans, and the clear distance from the near surface of the concrete and the reinforcement shall not vary from the distance shown on the plans by more than one-fourth the plan distance. Bars shall be tied at all intersections except where the spacing is less than one foot in each direction in which case every other intersection shall be tied. Supports for reinforcement which are to remain in the work shall be either precast concrete blocks of approved shape and dimensions or approved preformed steel bar-chairs.
- B. Bars shall not be spliced except as provided on the plans or as authorized by the Owner or Owner's Representative.
- C. SINTA™ F19 fiber may be added to concrete at any point during the batching or mixing process. SINTA™ F19 may be added to the aggregate during weighing or charging, or to the central mixer or truck before, during, or after charging. The load must be mixed at high speed for 5 minutes, or 70 revolutions, after the addition of the SINTA™ F19 to ensure uniform distribution. The standard range of addition for SINTA™ F19 is ¾ to 3 lbs/yd (450 to 1800 g/m) of concrete. Typically, 1½ lbs/yd (900 g/m) of SINTA™

F19 provides excellent results. Higher addition rates may be used to produce concrete when special properties are required.

3.5 Placing Concrete

- A. Placing concrete shall not be permitted until the sub-grade and forms have been approved by the Owner or Owner's Representative. The concrete shall be placed in one pour for the full depth of stated structure unless otherwise approved by the Owner or Owner's Representative. The concrete shall be placed in successive batches for the entire width of structure. It shall be struck off from 1/2" to 3/4" higher than the finished grade, tamped until all voids are removed and free mortar appears on the surface. Finally, it shall be thoroughly spaded along the edges, struck off to the proper grade, and finished to a plane, even surface with floats and trowels. The final troweling shall be done with steel trowel, leaving a smooth even surface.

3.6 Finishing

- A. After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk or structure at right angles to the edges of the walk or structure, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks. Brush marks should be of a depth to produce a light broom finish.
- B. Edges on all concrete shall be rounded to a radius of one-quarter inch (1/4") with a finishing tool unless otherwise specified. All joints shall be rounded with a double edging tool having a radius of one-quarter inch (1/4") on each side and the surface shall then be brushed lightly to produce a slightly roughened surface and remove the finishing tool marks.
- C. The surface shall be divided by grooves called contraction joints constructed at right angles to the centerline of the sidewalk or structure. These joints shall extend to one-quarter inch (1/4") the depth of the sidewalk, shall be not less than one-eighth inch (1/8") and no more than one-quarter inch (1/4") in width, and shall be edged with a jointing or edging tool having one-quarter inch (1/4") radius. The joints shall be five feet (5') apart on sidewalks and ten feet apart on curbs unless otherwise specified.
- D. Expansion joints shall be placed between all separate pours, all structures and at thirty foot intervals on both sidewalks and curbs.

3.7 Sandblast Finish

- A. Specified sandblast surfaces to be finished with silica sand suitable for intended purpose at least twelve (12) days after the concrete has been poured. Sandblast depth per plans, exposing the aggregate but not so deep as to drive the aggregate out of the wall or create voids in the surface. Create uniform pattern and exposure while avoiding over-blasting. Seal all surfaces with two (2) coats approved clear sealer after concrete has fully cured and dried.
- B. Sandblast sample shall be created by the Contractor for approval by Owner's Representative before work commences.

3.8 Protection

- A. Protection of Concrete shall be performed in following manner:

1. Protection Against Vandalism: The Contractor shall take all necessary precautions to ensure the protection of work against vandalism or graffiti. Any work, which is blemished in the finish, will be cause for rejection of flat work or curbing.
2. Protection Against Rain: The Contractor shall take such precautions as are necessary to protect the concrete from damage.
3. Hot Weather Limitations - Casting of concrete during hot weather shall be limited by the temperature at the time of placing. Concrete shall not be cast when the temperature is above 90° F. Care shall be taken to properly wet and protect all concrete placed indirect sun or in hot weather.
4. Cold Weather Limitations - No concrete shall be placed unless the temperature of the air in the shade and away from artificial heat is at least 32° F and rising unless specifically approved. All concrete poured at less than 40° F, or at a time when within 24 hours of pouring concrete the temperature shall dip below 40° F shall be insulated. The Contractor shall be responsible for the concrete placed during cold weather and any concrete injured by frost action shall be removed and replaced at Contractors expense.

3.9 Curing

- A. Forms shall be left in place for a period of not less than 12 hours. Immediately after they have been removed, all porous or honeycomb areas thus uncovered shall be filled smooth with mortar consisting of one part cement and two parts fine aggregate. Also, the ends of all expansion joints shall be cut open to the full width of the expansion joint material.
- B. Placing concrete, once started, shall be a continuous operation. No portion of a walk, curb or paved area shall be partially poured except as shown for installation of joints.

3.10 Footings

- A. Concrete footings shall be sloped at the top to ensure drainage away from the embedded item (post or otherwise). All footings shall be constructed as indicated on the detail drawings. All footings unspecified on drawings shall be according to the manufacturer's specifications of the product to be footed, but depth of all footings shall be a minimum of 42" below finished grade.

END OF SECTION

SECTION 32 1817

SAFETY SURFACES: POURED-IN-PLACE

1.0 GENERAL

1.1 Description

Safety surfacing consists of providing all material and labor necessary for complete installation of safety surfacing in playground areas. This shall include rubber poured-in-place (PIP) surfacing and rubber tile surfacing.

All materials and installation shall conform to ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment and ASTM F2223-19 Standard Guide for ASTM Standards on Playground Surfacing. All materials shall have been tested according to the ASTM F1292 specifications and shall meet or exceed all requirements for height of equipment installed or height of existing equipment that is specified to remain.

All materials shall meet ASTM F 1951 Standard Specification for Determination of Accessibility for Surface Systems Under and Around Playground Equipment. All materials shall have been tested according to the ASTM F1951 specifications and shall meet or exceed all requirements.

1.2 Submittals

A. sample of each color/color blend of the playground surface shall be submitted to the Owner's Representative for approval. These items shall be approved prior to ordering or delivery to the site.

B. Prior to installation, the following test reports shall be submitted to the owner. The dates of independent laboratory test results shall be within the five years previous to the award-of-contract date.

1. Freeze Thaw: ASTM C67
2. Manufacturers current IPEMA Certification
3. Slip Resistance: ASTM D2047 and E303.
Dry – 1.0-.8,
Wet - .9-.6
4. Tensile Strength: ASTM D412; 60-80 psi
5. Elongation at Breakage: ASTM D412
6. Trear Strength: ASTM D624; 140%
7. Wear surface density (durability)
8. Taber Abrasion: ASTM C501
9. Flammability: ASTM D2859

C. Following installation: Submit certified test reports from qualified independent testing agency indicating results of the following tests for the poured in place rubber surfacing system:

1. Impact Attenuation: ASTM F 1292.
 - a. G-max score.
 - b. Head injury criteria (HIC) score.

D. Submit Manufacturer's Project References:

1. Submit list of 10 successfully completed projects within the last 5 years. Project name and location, contact and phone number, and type and quantity of poured-in-place playground safety surfacing furnished must be included.

- E. Submit Installer's Project References:
 - 1. Submit a list of ten (10) successful projects completed within the last five (5) years. Submittal shall include the name and location of each project, the name and number for a contact person and the type and quantity of PIP installed.
- F. Submit manufacturer's maintenance and cleaning instructions.
- G. Submit all warranty information:
 - 1. Submit manufacturer's warranty to comply with this specification.
 - 2. Submit installers warranty to comply with this specification.
- H. **Submit installation depth plan.** Manufacturer submittal shall clearly indicate PIP (poured in place) thickness. The submittal shall also indicate where a change in thickness is located when it is in relation to play equipment and fall zones. The rubber thickness shall meet the required HIC (150) and G Max (850) as indicated in this specification and per ASTM standards – whichever is more stringent.
- I. Submit results of Post-Installation Safety Inspection as described herein.

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Continuously engaged in manufacturing of playground poured-in-place playground safety surfacing of similar type to that specified, with a minimum of 10 years successful experience.
 - 2. Furnished a minimum of 1,000,000 square feet of poured-in-place playground safety surfacing of similar type to that specified.
- B. Installer's Qualifications:
 - 1. List of at least 20 projects within the last five (5) years, totaling a minimum of fifty thousand (50,000) square feet of PIP similar to the type of surface specified herein.
 - 2. A letter of Certification that the installer is approved by the PIP manufacturer to install the specified PIP system.
 - 3. Documentation proving that the installers employ workers fully trained in the installation of the specified PIP system.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage:
 - 1. Store materials in accordance with manufacturer's instructions.
 - 2. Store materials in a dry area at a minimum temperature of 50 degrees F (10 degrees C) for a minimum of 72 hours before installation.
- C. Handling: Protect materials during handling and installation to prevent damage or contamination.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Poured-in-Place Surfacing:
 - 1. Material Temperature: Ensure material temperature is a minimum of 50 degrees F (10 degrees C) at time of installation.
 - 2. Air Temperature: Ensure air temperature is a minimum of 40 degrees F (4 degrees C) for a minimum of 24 hours before, during, and a minimum of 72 hours after installation. Follow manufacturer recommendations if warmer

temperatures or longer time period of temperature is required. The manufacture shall document this in writing.

1.8 WARRANTY

A. Playground Safety Surfacing System:

1. Poured-in-Place Surfacing:

- a. Materials and Workmanship: Poured-in-place playground safety surfacing shall be warranted for defects in materials and workmanship for 5 years from date of completed installation.
- b. Performance: Poured-in-place playground safety surfacing shall be warranted to meet impact attenuation performance requirements of ASTM F1292 for 5 years from date of completed installation.
- c. A written warranty shall be provided to the owner that lists the company responsible for honoring the warranty as well as contact information.
- d. The warranty shall be for 100% of both materials and labor including removals and testing. **A prorated warranty will not meet this specification.**

2.0 MATERIALS

2.1 Poured-in-Place Rubber Surfacing PRE-APPROVED MANUFACTURERS.

Surface America, P.O. Box 157, Williamsville, NY 14231, 716.632.8324, www.surfaceamerica.com as represented by NuToys Leisure Products, 800.526.6197.

GT Impax by Gametime, 150 Playcore Drive SE, Fort Payne, AL 39567 800.235.2440 as represented by Cunningham Recreation, 2135 City Gate Lane, Suite 300, Naperville, IL 60563 www.cunninghamrec.com 800.438.2780.

Pro-Tech Surfacing, LLC P.O. Box 301 Sharon Center, OH 44274, 330.576.6058; as represented by Parkreation, 27 East Palatine Road, Prospect Heights, IL 60070, 800.677.6608.

2.2 POURED-IN-PLACE SURFACING

A. Poured-in-Place Surfacing:

1. Description: Dual-density, resilient, seamless, poured-in-place, playground safety surfacing.
2. Compliance: Meet or exceed CPSC guidelines for impact attenuation.
3. Material: SBR and EPDM rubber shreds and granules mixed with 100 percent solids, MDI polyurethane binding agent.
4. Base Course: Mixture of SBR shredded rubber and MDI polyurethane agent that is: Weather resistant, UV stabilized, flexible, nonhardening, 100 percent solids polyurethane complying with requirements of authorities having jurisdiction for nontoxic and low VOC content.
 - a. Binder-to-Rubber Ratio: 14 percent. +/- 2% and within minimum requirements.
 - b. Compacted Density: 28 pcf. +/- 2% and within minimum requirements.
 - c. Thickness: Sufficient to meet impact attenuation requirements of less than 150 gmax and less than 850 HIC

5. Wear Course: Mixture of EPDM or TPV rubber granules and **Aliphatic** binding agent.
 - a. Binder-to-Rubber Ratio: 18-25 percent.
 - b. Compacted Density: 50-60 pcf.
 - c. Thickness: 3/8 – 5/8 inch.
6. Total Thickness: As necessary to meet the impact attenuation requirements for each given Critical Fall Height as shown on drawings. In all cases the Gmax shall be less than 150 and the HIC shall be less than 850.
7. Colors: As indicated on the drawings
 - a. Granules on wear layer shall have full color through cross section, except where plans indicate a blending or color transition.
- B. Test Results (In field – post installation): Testing shall be conducted in accordance with ASTM 1292-18e1
 1. Impact Attenuation scores shall be:
 - a. Gmax Score: Less than 150.
 - b. Head Injury Criteria (HIC) Score: Less than 850.

2.3 Filter Fabric

Filter fabric shall be Tytar Filter Fabric by Dupont or Geo-Textile fabric by Geo-Synthetics or approved equal.

3.0 EXECUTION

3.1 Subgrade

Surfacing shall be built on a prepared sub-grade as per appropriate detail. All stones, rocks, pieces of concrete, roots or any other debris shall be removed. The prepared sub-grade shall be clear, level and compacted. Any stumps or roots shall be removed to eighteen inches (18”) below finished grade.

3.2 Filter Fabric

Filter fabric shall cover 100% of sub-grade. At filter fabric seams, a six-inch (6”) overlap with pinning shall be installed.

3.3 Poured-in Place Rubber Surfacing Installation

1. Prepare subsurface in accordance with manufacturer's instructions to ensure proper support and drainage for poured-in-place playground safety surfacing.
2. Compacted, granular aggregate subsurface shall be as indicated in the drawings and per manufacturer's recommendations.
3. Variations in Elevation: Repair variations in elevation of completed subsurface greater than plus or minus 1/4 inch over 10 feet in any direction.
4. Sub-base of granular material shall be installed as per appropriate specification and detail.
5. Ensure prepared subsurface is dry and clean.
6. Install edges in accordance with manufacturer's instructions and as indicated on the Drawings.
7. Where color pattern is indicated, install cold seams between adjacent colored material. See Drawings.
8. Spread surface course evenly over primed base course to form a level layer of uniform density and consistency, applied at manufacturer's standard spreading rate in one continuous operation, and, except where color changes, with no cold seams. Seams or breaks in uniformly colored surfacing fields will not be

accepted. Should a seam occur due to a uniformly colored surface area not being installed in a continuous operation, Contractor will be responsible for removing and reinstalling surface area at no cost to the Owner.

9. Surfacing shall be installed in two layers on two separate days allowing appropriate cure time between installation of rubber base and cap. All rubber and binder shall be mixed on-site just before use. Surface shall be screed with metal scree rods and troweled to meet desired depth. Surface shall be even and smooth with no deflection to create low or high spots. Surface edges shall be flush with edge of concrete walk and curb where surfaces meet. Surface must maintain a high level of porosity after installation. Installation shall be as per manufacturer's direction.

3.6 FIELD QUALITY CONTROL

A. In Field Post-Installation Safety Inspection:

1. Provide inspection and testing of playground safety surfacing system within 30 days of installation. Contractor shall give the Owner/Owner's Rep 48 hours prior notice.
2. Owner/Owner's Representative shall be on-site during play surface testing.
3. Test shall be three "drops" per 1,000 s.f. minimum. More test drops shall be required to include drops on varying surface depths on poured in place material where the 3 per 1,000sf does not include these site conditions.
4. Determine compliance with ASTM F1292 unless otherwise specified in this section.
5. Provide written report of findings to Owner/Owner's Representative, with photographs of drop locations.
6. If after testing, the surface does not meet specifications, Contractor shall replace failed areas at no additional cost to the Owner. Patches will not be accepted unless approved by Owner. Contractor shall identify the limits of repair/replacement and solicit Owner's prior approval before proceeding.
7. Retest affected area and seams. Additional testing shall be completed at no cost to the Owner. Contractor shall replace poured in place surface and re-test as necessary until G-max and HIC scores are achieved as indicated in this section.
8. In Field testing costs to be incidental to the surfacing price.

3.7 CLEANING

1. Clean playground safety surfacing system in accordance with manufacturer's instructions.

3.8 PROTECTION

1. Protect completed playground safety surfacing system from damage during construction.
2. Poured-in-Place Surfacing: Do not allow foot traffic on poured-in-place surfacing until a minimum of 80 percent cure is obtained (6 to 48 hours depending on temperature and humidity).
3. Protect the work and adjacent work against damage during progress of the work. Contractor will be responsible for the protection of the playground surfacing until final acceptance of work and will replace any playground surfacing that is damaged or vandalized during construction.

3.9 PIP REPAIR KIT(S)

1. Provide owner with one repair kit for each poured-in-place color that is used on the project. Kit to include top layer material and glue.

END OF SECTION

SECTION 32 9219

LAWN SEEDING

1.0 GENERAL

1.1 Description

- A. This work consists of complete construction of lawn areas including: finish grading, tilling, cleaning seed bed, seeding, blanket, fertilizing, weed control, and mowing.

1.2 Submittals

- A. Grower and/or supplier's product data sheet showing the percentages and most current grass seed varieties being used in the specified seed mix for Owner/Owner's Rep approval.
- B. One seed tag for each seed type used on the site shall be saved and delivered to the Owner.

2.0 MATERIALS

2.1 Seed

- A. Seed shall be delivered to the site in the original sacks as received from the producer, and each sack shall be tagged in accordance with the agricultural seed laws of the United States and the State of Illinois. Each sack shall be tagged showing the dealer's guarantee as to the year grown, percentage of purity, percentage of germination and the date of the test by which the percentages of purity and germination were determined. All seed sown shall have a date of test within six (6) months of the date of sowing.
- B. Any seed delivered prior to use shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other causes.
- C. **New turf** areas shall be seeded with a uniform seed mixture consisting of a total of 60% Perennial Ryegrass using 30% each of two different varieties, and 40% Kentucky Bluegrass using 20% each of two different varieties. Approved seed mix for new turf areas an approved equal:

Field of Dreams Athletic Mixture by ConServ FS

- D. **Lawn areas to be renovated** shall be seeded with a uniform seed mixture consisting of 50% Perennial Ryegrass using 25% each of two different varieties and 50% Bluegrass using 25% each of two different varieties. Approved seed mix for areas to be renovated or an approved equal:

Field of Dream Reseeder Mixture by ConServ FS

2.2 Blanket

- A. Blanket shall be excelsior for slopes greater than 1:4 and straw based on slopes less than 1:4. Both shall be woven so as to prevent flyaway of fibers. Blanket shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives. Blanket stakes shall be bio- degradable (not metal).

2.3 Fertilizer

A. Fertilizer shall be Nitrogen, Phosphorous and Potassium in the following mixes:

1. New Seeding Areas: 13-25-12 with 30% of nitrogen in slow release formula
2. Over-seed Areas: 22-3-11 with 50% of nitrogen in slow release formula

3.0 EXECUTION

1.1 Seeding Operations

- A. Remove all debris, including large stones, roots and construction materials. Fill all depressions in lawn area with topsoil prior to top dressing operations. No debris may be buried in pits on the site.
- B. Topsoil shall be applied at 6" depth. Topsoil may be blended with sand up to a ratio of 3 parts topsoil to 1 part sand to facilitate application. Contractor shall till; fine grade; remove all clumps, clay, sod clods, and undesirable materials. Seed bed shall be approved by Owner's representative before seeding.
- C. Seed shall be applied at the rates listed below for a dense stand with a Brillion, slit seeder, or other mechanical seeder. For new seeded areas, the entire seed bed area shall be covered with bio-degradable blanket. All seed areas must be completely and uniformly covered. Re-seed areas shall have no blanket applied.

1.2 Seeding Rates

A. Seed shall be applied at the following rates - except if dormant seeding is completed in late fall, then rates to be doubled:

Seed	Rate per 1000 square feet
Field of Dreams Athletic Mix	4.5 pounds
Field of Dreams Reseeder Mix (over seed in Spring)	2.5 pounds

1.3 Fertilizing

- A. NEW SEEDING AREAS: 1.5 pounds of nitrogen fertilizer shall be applied per 1,000 square feet of turf shall be applied at time of initial seeding. See 2.3 for fertilizer mix. It shall be applied evenly over the planting area.
- B. RESEEDED AREAS: 0.75 pounds of nitrogen per 1,000 square feet shall be applied at time of overseeding, unless another amount is specified on plan. See 2.3 for fertilizer mix.

1.4 Repairs

- A. The Contractor shall be responsible for the repair of any damage to existing lawns, which may result from his work, and such repairs shall be made swiftly in a thorough and workmanlike manner, with minimum inconvenience to the Owner and users of the site. Where lawn areas have been disturbed or damaged, the damaged lawn areas, ruts and depressions shall be cultivated, filled with topsoil, settled to proper grades and seeded. Repairs shall be made to the satisfaction of the Owner or Owner's representative.

1.5 Maintenance

- A. It is the responsibility of the Contractor to maintain all seeded lawn areas; this may include cultivation, reseeding, fertilizing, watering, mowing, and the control of weeds until final acceptance has been granted. The Contractor shall mow

the grass to a three -inch (3") height if it reaches a four-inch (4") height any time prior to final acceptance. The Owner's representative shall inspect the conditions of the stand to determine satisfaction or the need to improve the stand. Satisfaction is based on 95% coverage over the entire new seeding area and over-seed areas. Maintenance shall continue by the Contractor until acceptance has been granted.

1.6 Watering

- A. Watering must be started immediately after the seed is installed. Watering should begin as soon as an area large enough to put down a sprinkler is ready.
- B. Thoroughly soak the seed and the soil under the seed. It should be moist at least 2 inches deep. Corners shall be noted and may need to be hand watered to ensure full coverage.
- C. After the first watering, water enough to keep the soil under the seed moist, but not muddy. In cool weather this may mean watering only every 3 or 4 days. In very hot weather, you may have to water daily. **Do not allow the seed or soil underneath to dry out between watering.**
- D. In about two weeks the seed should have begun to knit to the soil underneath and the watering can be lessened to once or twice per week depending on the weather conditions.
- E. If an irrigation system is in place, it is the responsibility of the Contractor to ensure that the system is working and is covering all new seed areas. This responsibility continues until the site is turned over to the owner.
- F. Watering shall continue and be maintained by the contractor for at least 30 days beyond substantial completion. It is the contractor's responsibility to meet lawn establishment requirements – additional watering by contractor may be needed.

END OF SECTION

SECTION 32 9300

LANDSCAPING

1.0 GENERAL

1.1 Description

- A. This work consists of supplying and installing plant materials; preparing and placing all topsoil, planting mix, fertilizer, mulch, and related items and furnishing and installing ground cover, perennials, annuals, shrubs, and trees. The Contractor shall be responsible for furnishing all materials, equipment, and labor necessary to complete the work and for maintenance in accordance with the plans and specifications.

1.2 Acceptance

- A. Acceptance of plant material shall be given by the Owner's Representative before plant material is installed and again after installation. Rejected plants shall be immediately removed from the site at the Contractor's expense.
- B. Final inspection of all plantings will be made at the conclusion of the work. The work will be accepted by the Owner upon the satisfactory completion of all work but exclusive of the replacement of plant materials. At the time of final acceptance of the project, all constructed areas must be free of weeds.

1.3 Guarantee Period

- A. The guarantee period for all planting shall begin at the date of written acceptance by the Owner or Owner's representative and shall continue for a period of twelve months.
- B. The Contractor shall replace as weather conditions permit, all plants 1/3 dead or more, and all plants not in a vigorous, thriving condition noted at the end of the guarantee period.
- C. Plants used for replacement shall be of the same size and variety specified in the plant list. Replacement plants shall be furnished, planted and mulched as specified herein and guaranteed for one year following the acceptance of the replacement work at no additional cost to the Owner.

1.4 Utility Responsibility

- A. The Contractor is responsible for damage to underground utilities. All locations shall be checked for the presence of utilities. Call JULIE (Joint Utilities Locating Information for Excavators) toll free at 1-800-892-0123.

2.0 MATERIAL

2.1 Planting Mix

- A. Planting mix shall be 80% topsoil, 10% mushroom compost, and 10% sand. The three shall be mixed thoroughly. Planting mix shall be free of weed seeds.

2.2 Topsoil

- A. Topsoil shall meet technical specification Section 31 2000, Earthwork.

2.3 Mulch

- A. Mulch shall be rough cut and shredded hardwoods cured for a minimum of one year. No color additive. No weeds.

2.4 Plant Material

- A. Plant materials shall be freshly dug vigorous plants of specimen quality, symmetrical, thickly branched, tightly knit plants, true to species and variety and conforming to the measurements specified in the plant list and complying with ANSI Z60.1-2014. All plants shall be free of disease, insect pests, eggs, larva, and shall have healthy, well-balanced root systems. Specified plants of the same species and variety shall be matched specimens from a single block source and shall not be pruned before delivery. Standards for measurement, branching and grading of plant material shall be in conformance with current codes and standards recommended by the American Association of Nurserymen, Inc., as stated in the American Standard for Nursery Stock
- B. Balled and burlapped (BB) plants shall be dug with firm natural balls of earth, with sufficient diameter and depth to include all fibrous and feeding roots. No plants moved with a ball will be accepted if the ball is cracked or broken before or during planting operations.
- C. All plants shall have been grown under climatic conditions similar to those in the locality of the project for at least two years. Plants shall have been transplanted or root pruned at least once in the past three years. No heeled-in plants or plants from cold storage will be accepted.
- D. Substitutions will not be permitted. If proof is submitted that specified plants or sizes are unobtainable, a proposal will be considered for the nearest equivalent size or variety.
- E. All plants shall conform to the measurements specified in the plant list; exceptions are as follows:
 - 1. When size substitutions are necessary, the contractor shall request approval from the Owner's Representative in writing. It is up to the Owner's Representative to approve in writing requested substitutions.

3.0 EXECUTION

3.1 Planting Operations

- A. Weather Conditions: Planting shall be done under favorable weather conditions or as authorized by the Owner's Representative.

3.2 Transportation and Delivery

- A. All plants that cannot be planted immediately on delivery shall be set on the ground or in a trench and the balls well covered with soil, manure or other acceptable material to prevent freezing, drying or over watering conditions. The Contractor shall notify the Owner's Representative at least 48 hours in advance of the anticipated delivery of any plant material for on-site approval.
- B. Plants transported to the site in open vehicles shall be covered with tarpaulins or other suitable covers securely fastened to the body of the vehicles and covered shipments shall be adequately ventilated to prevent overheating of the plants.
- C. All plants shall be kept moist, fresh and protected for the entire period during which the plants are being handled in transit or in temporary storage. No plant shall be so bound with rope or wired at any time as to damage the bark, break branches, or destroy the plant's natural shape.

3.3 Installation

- A. Prior to excavation, the Contractor will stake all trees and mark shrub locations and perennial bed locations for approval of the Owner's Representative.

Whenever the Contractor is in doubt as to the proper location or spacing of plants, he shall request clarification. The Contractor is responsible for stripping sod from proposed planting areas and leveling soil according to drawings and specifications. This is considered incidental to the contract and will not be paid for separately. All planting pits shall be excavated to the full depth of the plant ball or container. The ball top shall be properly set to finished grade. All excavated material not used in the soil mixture or soil backfill shall be removed and legally disposed of off site.

- B. Excavation: The diameter of each planting pit shall be a minimum of twenty-four inches (24") greater than the diameter of the plant ball for trees and large shrubs and twelve inch (12") greater than diameter of small shrubs.
- C. Set plants in center of pits plumb and straight and at such a level that after settlement, the base of the plants will be at the finished grade. Set plants upright and faced to give the best appearance or relationship to each other or adjacent structures.
- D. When balled and burlapped trees are set, compact planting mixture around base of ball to fill all voids. All burlap, ropes and wires shall be removed from the sides and top of balls. No wire or wire baskets shall remain in the ground after planting.
- E. Immediately after the plant pit is back filled, a shallow basin slightly larger than pit shall be formed with a ridge of soil to facilitate watering. Strip sod from around the planting pit to form a six foot (6') diameter circle of bare ground around trees or to form a planting bed for shrubs as shown in the drawings.
- F. All non-turf soil surface in planting areas shall be mulched. Mulch shall be no less than three inches (3") deep, and no greater than four inches (4") deep. Mulch shall not come in contact with trunk of trees.

3.4 Pruning

- A. Each tree and shrub shall be pruned in accordance with standard horticultural practice to preserve the natural character of the plant and in the manner fitting its use in the landscape design.
 - 1. All dead wood or suckers and all broken or badly bruised branches shall be removed.
 - 2. Pruning shall be done with clean, sharp tools.
 - 3. Flowering trees shall be pruned only to remove dead and broken branches or branches that rub.

3.5 Watering and Maintenance

- A. At the time of planting, water is to be applied lightly until six inches (6") to eight inches (8") depth of wetness is met. Every effort shall be made to water from early morning to approximately one (1) hour before mid-day. Where watering systems exists, the Contractor shall utilize the systems in the manner they were intended.
- B. Contractor shall water plant material from the point when it is installed to thirty days after substantial completion is met for the entire project. Watering shall take place so that no less than 1" of water is applied to each plant within any seven day period.
- C. Prior to final acceptance of the project, the Contractor shall inspect the plantings throughout the growing season and take necessary steps to control insect and blight attack. The Contractor shall also inspect the plantings after severe storm

and exercise all corrective measures required to maintain finished quality appearance and good plant vigor.

- D. No pesticides or herbicides shall be applied to any plant material without the approval of the Owner's Representative. Care shall be taken in watering plant material so as not to over water or in any way damage the plants. The Contractor is encouraged to monitor the soil moisture condition frequently and water when necessary to improve the percentage of plant survival. The Owner will not take over watering of plant material until thirty days after substantial completion of the project is met.

3.6 Tree Watering Bags

- A. Slow-Release Irrigation Tree Bag: UV-light-stabilized nylon-reinforced polyethylene sheet manufactured for drip irrigation of plants and emptying its water contents over an extended time period. Provide one bag for each new tree installed, incidental to contract. Contractor shall fill bags with water per manufacturer's recommendations based on tree caliper size and weather demands at the time of installation through 30 days beyond substantial completion.
- B. Tree bags as manufactured by DeWitt Dew Right, Treegator, or approved equal.

END OF SECTION

SECTION 33 4616

UNDERDRAINAGE

1.0 GENERAL

1.1 Summary

- A. This Section covers provision and installation of Under Drains for the Challenge Course

2.0 PRODUCTS

- A. General: Furnish drainage pipe complete with bends, reducers, adapters, couplings, collars, and joint materials.
- B. Polyvinyl Chloride Pipe: ASTM D 2729.
- C. Perforated Polyvinyl Chloride Pipe ASTM D 2729
- D. Clean out: shall have a round cast iron top as provided by Jay R. Smith MFG or equal 4240 series and have a ductile iron frame and cover for cleanout, ASTM A-536 and proof loaded as per AASHTO M306. Castings must be proof loaded as per AASHTO M306. All lids must be marked with a CO with raised capital letters cast in cover.

OR

Provide clean out as on plans.

- E. Filter Fabric

- 1. Manufacturer's standard nonwoven geotextile fabric of polypropylene or polyester fibers, or a combination of them. Use "3401 Geofabric" by Typar or approved equal.

2.1 Materials

- A. Backfill materials and their installation shall be as described in Section 31 2000 - Earthwork

3.0 EXECUTION

3.1 Inspection

- A. General: Examine subgrade surfaces to receive under drainage system to verify suitability. Do not begin installation until subsurface conditions are satisfactory to accept drainage system.

3.2 Installation

- A. Under Drainage System: Excavate for under drainage system after subgrade material has been compacted but before drainage fill course has been placed. Provide a clear horizontal distance between perforated drain pipe and trench wall on both sides not less than 4", unless otherwise shown. Grade bottom of trench excavations to required slope and compact to a firm, solid bed for drain system.
- B. Apply a minimum 4" layer of compacted bedding material below the perforated drain pipe, raising low areas and creating a firm base at the correct levels. Where unsatisfactory bearing soil occurs, excavate to a minimum depth of eight inches below the pipe invert and place compacted granular fill to reach invert levels.
- C. Overlay bedding with one layer of synthetic drainage fabric. Overlap fabric edges at least 4 inches.

- D. Laying Drain Pipe: Lay drain pipe on compacted bedding. Provide full bearing for each pipe section throughout its length to true grades and alignment, and continuous slope in direction of flow.
 - 1. Lay fabric wrapped perforated pipe with perforations down and joints tightly closed in accordance with pipe manufacturer's recommendations. Provide collars and couplings as required.
- E. Join and install PVC pipe as follows:
 - 1. Installation in accordance with ASTM D 2321.
- F. Testing Drain Lines: Test or check lines before backfilling to assure free flow. Remove obstructions, replace damaged components, and retest system until satisfactory. Owner must approve operation of system prior to covering it up.
- G. Washed Gravel: Place layer of washed gravel over drainage pipe and drainage fabric to depth indicated or, if not indicated, to a depth of not less than 4 inches around sides and 12 inches on top of drainage pipe.
- H. Fill to Grade: Apply fabric and backfill as required on plans.

END OF SECTION