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PARK DISTRICT

PROJECT MANUAL

LANCER CREEK STABILIZATION PROJECT

MAY 20, 2026

Bid Opening:
Tuesday, June 2, 2026 at 11:00am
Jerry Handlon Administration Building
235 E. Beech Dr.
Schaumburg, IL 60193

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BID NOTICE

Notice is hereby given to Contractors that the Schaumburg Park District will be receiving sealed bids for **Lancer Creek Stabilization**. This work involves but is not limited to installation of sediment and erosion control devices, removals as needed, earth work, installation of new gabion baskets, stone toe, and restoration of roughly \pm 950 linear feet of creek line.

Those General Contractors that are interested in bidding on this project must have had previous experience in performing similar work. Only bids from General Contractors meeting the Minimum Qualification Standards as specified in the bid documents will be deemed qualified. Bids received from Contractors that do not meet said Minimum Qualification Standards will be rejected.

General Contractors wishing to bid on this project must complete the bid Proposal Form and provide information which demonstrates that it meets all of the Minimum Qualification and complete Bidder Qualification Form contained within the bid package evidencing that the General Contractor meets the Minimum Qualification Standards.

Plans and specifications may be obtained by sending an email to Felicia Medina (femedina@parkfun.com) at the Administration Office of the Schaumburg Park District, located at 235 E. Beech Drive, Schaumburg, Illinois, 60193. Plan holders are also required to include all business information within the email request with current contact information should the Owner need to issue any memorandum throughout the bidding process.

The Board of Park Commissioners reserves the right to waive all technicalities. The Board reserves the right to accept or reject any or all bids and; also, reserves the right to accept only portions of a proposal and reject the remainder.

Sealed bids will be received until 11:00 a.m. on Tuesday, June 2, 2026 at the Administration Office, at which time and place bids will be opened.

Todd King
Director of Parks and Planning
SCHAUMBURG PARK DISTRICT
235 E. Beech Drive
Schaumburg, Illinois 60193
847.985.2115

INSTRUCTIONS TO BIDDERS

The Schaumburg Park District, and Owners, will be known as one and the same. The word “Contractor” shall mean the party entering into the agreement for the performance of the work covered by these Specifications and Drawings, and his or their legal representatives or authorized agents.

I. EXAMINATION OF SITE, DRAWINGS, ETC.

Each Bidder shall visit the site of the proposed work and acquaint himself with the conditions as they exist so that he may fully understand the facilities, difficulties and restrictions attending the execution under the Contract. Bidders shall also thoroughly examine and be familiar with the plans and the specifications. The failure or omission of any bidder to receive or examine any form, instrument, or to visit the sites and acquaint himself with existing conditions shall in no way relieve and bidder from any obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that he has examined the site(s) and the drawings(s) and specifications, and where the specifications require in any part of the work, that a given result be produced, that the specifications and drawing(s) are adequate and the required result can be produced under the specifications and drawing(s).

II. REQUIREMENTS OF BIDDERS

The Contractor bidding the project shall be actively engaged in work of the nature described in the plan(s) and specifications. He must be able to demonstrate that he has adequate men and materials to perform the work within the specified time limit.

The following information must be attached to the proposal form. Failure to do so will result in disqualification of the bidder.

- A. 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.
- B. On a separate sheet, list all construction projects your organization has completed in the past three years, giving the name of the project, project description, project address, Owner and telephone number, architect and telephone number, contract amount, and date of completion.

III. PLANS AND SPECIFICATIONS

Plans and specifications on projects to be bid may be obtained at the offices of the Schaumburg Park District, 235 E. Beech Drive, Schaumburg, Illinois 60193, between 9:00 a.m. & 4:00 p.m., Monday through Friday or by sending an email to Felicia Medina (femedina@parkfun.com) at the Administration Office of the Schaumburg Park District, located at 235 E. Beech Drive, Schaumburg, Illinois, 60193. Plan holders are also required to include all business information within the email request with current contact information should the Owner need to issue any memorandum throughout the bidding process.

It is required that all contractors who have obtained project plans and specifications (bid package) from a second or third party organization and have not directly obtained the bid package from the Schaumburg Park District office send their contact information to the Schaumburg Park District in order to receive any future memorandum or addendum. Failure to send your contact information to the Schaumburg Park District may result in disqualification of the bidder. It is not the responsibility of the Schaumburg Park District if any memorandums or addendum are not received on account of procuring the bid documents through a second or third party organization.

IV. PROPOSAL FORM

Bidder shall use the attached proposal form which shall be filled out completely and submitted in a sealed envelope, labeled "SEALED BID" the project name, the name of the bidder, date and time of opening, and addressed to the Director of Parks & Planning, Schaumburg Park District, 235 E. Beech Drive, Schaumburg, Illinois 60193. Bids shall be received on or before 11:00 a.m. on Tuesday, June 2, 2026. Bids will be opened at 11:00 a.m. on Wednesday, June 2, 2026 at the Administration Building at 235 E. Beech Drive, Schaumburg, Illinois 60193.

V. ACCEPTANCE OR REJECTION OF BID

The Commissioners of the Schaumburg Park District will accept or reject bids within sixty (60) days after analysis of the proposals, and reserves the right to accept or reject any or all bids, or to combine or separate any section or work if it be in the best public interest. The Board of Park Commissioners reserves the right to waive any technicalities.

VI. BID SURETY

Pay amount of surety, equal to 10% of the bid price in the form of a Bid Bond or Certified check made payable to: Treasurer, Schaumburg Park District, shall accompany each bid as a proposal guarantee. The bid surety of all bidders, except the successful Contractor(s) shall be returned with ten (10) days after the decision to accept and/or reject bids by the Commissioners of the Schaumburg Park District. The successful Contractor's bid surety shall be returned upon receipt of an acceptable Performance and Payment Bond, Certificate or Insurance and signed contract.

GENERAL REQUIREMENTS

I. Layout of Work

Together with the Contractor, the Owner shall stake the limits of the construction site. The Contractor shall set all grades and delineate specific construction details. It shall be the responsibility of the Contractor to verify all existing conditions, elevations, and dimensions shown on the plans prior to submitting his proposal.

The Contractor shall work with the Village of Schaumburg and Public Utility Companies and shall meet their requirements for locating and protecting such utilities which occur within the construction site.

The Owner shall delineate in the field access routes to the construction site(s) to be used by the Contractor.

II. Quality of Materials

All materials specified are to be new, clean, and free from defects. Where the product, material, or equipment of a particular manufacturer is specified, it is intended that the proposal submitted by the Contractor include that particular product, material, or equipment. Where two or more manufacturers are specified, the choice of these is with the Contractor.

Should the Contractor wish to substitute the product, material, or equipment of like quality of other manufacturer as equal, he shall obtain approval from the Owner no less than five (5) working days before bids are due. When requesting approval for a substitute product, material or equipment, the Contractor and Manufacturer shall submit a written warranty/guarantee that all products, materials or equipment submitted "as equal" are, in fact, equal. Contractor shall also provide any additional product, material or equipment specifications and information requested by the Owner when reviewing the request for substitution from the Contractor. The Owner will then notify the other bidders of the item approved.

Should the Contractor wish to use any product, material, or equipment not approved as equal, he is privileged to submit not more than two alternate proposals on any one item, listing the difference, if any, that will be made in his estimate should such substitution be accepted.

III. Electrical Power, Water and Storage

If presently available at the site, the Owner shall furnish electrical power, and water, and allow for reasonable product and equipment storage at the construction site. The Contractor shall bear the cost of hook-up and removal of temporary lines or piping that may be required. The Owner shall assume no responsibility for damage or loss incurred by the Contractor for materials or equipment while stored or located upon the premises of the Owner.

IV. Protection of the Public

The Contractor shall erect and maintain barricades, canopies, guards, warning lights, and signs to the extent required by the Owner for the protection of the public.

V. Protection of the Work

It is the responsibility of the Contractor to adequately protect his work from vandalism, weather, and accidental damage until the work is accepted by the Owner, and shall bear the cost of repairing or replacing any damaged work.

VI. Protection of Property and Clean-up

The Contractor shall be responsible for protection and safeguarding private and public property throughout the construction period. The Contractor shall leave the site clean and free from debris. Concrete, asphalt, excess excavated materials, and trash shall be disposed of by the Contractor. The Contractor shall be responsible for repairing, to the Owner's satisfaction, any damage to existing turf, trees, paved areas, etc., caused by his negligence or is a result of his actions.

VII. Permits & Code Requirements

The Contractor shall investigate and obtain necessary local permits WHEN REQUIRED BY THE Owner. The Owner shall assist, where possible, to obtain a waiver of any fees for permits which might be assessed. The Contractor must be Licensed and Bonded to work in the Village of Schaumburg. The Contractor shall meet all pertinent local codes.

VIII. Coordination of Work & Assignment of Responsibility

- A. In all cases, work shall be coordinated with other trades involved in the project(s). The Contractor shall assume total responsibility for work outlined in the Scope of this Project. Any deficiencies in work by others which should jeopardize the quality of his work as outlined in this Specification, shall be brought to the attention of the Owner BEFORE work commences. Upon commencement of work, the Contractor has, in effect, certified that all work done by others meets with his approval and shall have no bearing upon his portion of the project.
- B. The Owner shall assume responsibility for coordinating the timing on the various projects between the involved Contractors. Contractor shall submit his proposal, and enter into a Contract, cognizant of the fact that work will be subsequential. Contractor, upon reasonable notice, shall return to whichever job site is ready for his trade at that particular time, until all work covered in Contract is satisfactorily completed.

IX. Laws and Certification

The Contractor shall at all times observe and comply with all Federal, State, and local laws, regulations and ordinances which in any manner affect the conduct of the work. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

WAGES AND RATES: Prevailing Wages. All work on the Project will be subject to the provisions on the Illinois Prevailing Wage Act (820 ILCS 130/0.01, et seq) (the "Act") providing for the payment of prevailing rate of wages. Accordingly, Contractor and all subcontractors of every tier shall pay not less than prevailing wages to all laborers, workers and mechanics performing work on or in connection with the project work, and any repair work, and any warranty work hereunder in accordance with the requirements of the Act as determined by the Illinois Department of Labor (IDOL) for Cook County, for the time period in which the Project Work is performed (the "Prevailing Wages"). Contractor shall notify all subcontractors of any revisions to the Prevailing Wages by IDOL and shall otherwise be responsible for strict compliance with the Act.

The Contractor shall furnish the certified transcript of payrolls to the Park District covering all payouts not less than once a month on the forms attached hereto and incorporated herein (the "Certified Transcript of Payroll"), and shall sign the Affidavit attached thereto.

The Contractor shall require all of its subcontractors to strictly comply with the requirements of the Act, which shall be incorporated in each and every subcontractor for all or any portion of the Work.

CERTIFICATION: The Contractor shall complete the Contractors Certification form attached to Proposal form. Failure to do so may result in disqualification of the Bidder.

ILLINOIS WORKERS: The Contractor shall comply with all requirements of Section 2201 et.seq., Chapter 48 of Illinois Revised Statutes with reference to Employment of Illinois Workers on Public Works Project Act.

X. Completion Date

It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the work, taking into consideration the average weather and industrial conditions prevailing in this locality.

If the Contractor shall neglect, fail, or refuse to complete the work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the work at no additional cost to the Owner. Shall it be necessary to extend the completion date in order for the Contractor to complete the work, the Owner and Contractor shall come upon a written agreement to extend the completion date, provided that the Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner.

The Contractor shall not be determined at fault when the delay in completion of work is due to:

- A. Any order duly issued by the Government (City, County, State or Federal).
- B. Any unforeseeable cause beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of God, riots, insurrection, wars, strikes, fire, or other casualty, or severe weather affecting the performance of a Contract with the Owner.
- C. Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection (A) or (B).

PROJECT: LANCER CREEK STABILIZATION PROJECT
 BID DUE DATE: 11:00 a.m. on Tuesday, June 2, 2026
 STARTING DATE: Upon receipt by Park District of signed contract, performance bond, labor and material bond, and certificate of insurance.
 COMPLETION DATE: November 6, 2026

XI. Field Engineering

- A. Contractor to employ a Land Surveyor registered in the State of Illinois and acceptable to the Architect.
- B. Contractor to locate and protect survey control and reference points.
- C. Control datum for survey is that established by Owner provided survey.
- D. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

- E. Submit a copy of registered site drawing and certificate signed by the Land Surveyor that the elevations, dimensions and locations of the Work are in conformance with the Contract Documents. This survey shall be reviewed and approved by the Schaumburg Park District prior to final payment. The as-built drawing is to be provided on an AutoCAD file readable by AutoCAD 2002.

XII. Construction Progress Schedules

- A. Submit initial progress schedule in duplicate within 15 days after date of Owner-Contractor Agreement for Architect review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

XIII. Inspection and Testing Laboratory Services

- A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Architect.
- C. Reports will be submitted by the independent firm to the Architect, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Architect and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

SUPPLEMENTARY CONDITIONS

I. The following supplements modify, change, delete from, or add to the "General Conditions of the Contract for Construction," AIA Document A201, Fourteenth Edition, dated 1987 and other Contract Documents as herein provided. Where any article of the Contract Documents is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

Notwithstanding any provision herein or in any of the Contract Documents to the contrary, in the event of any conflict between the terms and conditions of these Supplementary Conditions, the General Conditions, the Specifications, the Drawings and/or other Contract Documents, the most stringent and demanding requirements imposed upon Contractor shall control.

All divisions of the Specifications shall be subject to the General Conditions and Supplementary Conditions.

ARTICLE 1 – GENERAL PROVISIONS

1.1 Basic Definitions

Add the following new Subparagraph and Clauses:

1.1.8 Product

The term “product” as used in the Contract Documents includes materials, systems and equipment.

1.1.9 Provide

Where the word “provide” appears, it shall be taken and interpreted to mean, “The Contractor shall furnish all labor, material, equipment and accessory appurtenances or materials necessary to install ..., complete....”

1.1.10 Engineer

Engineer means Henderson and Bodwell, LLP, 124 W. Diversey Avenue, Elmhurst, Illinois, 60126-1102.

1.2 Execution, Correlation and Intent

1.2.5

Add the following: “Large scale details on the Drawings shall take precedence over measurements.”

1.6

Replace the term “Architect” with “Engineer” throughout the Contract Documents.

ARTICLE 2 – OWNER

2.1 Definition

Delete paragraph 2.1.2 in its entirety.

2.2 Information and Services Required Of The Owner

Delete subparagraph 2.2.1 in its entirety.
Delete subparagraph 2.2.2 in its entirety.
Delete subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished free of charge, 3 copies of Drawings and Specifications. Additional sets will be furnished at the cost of reproduction, postage, handling, or \$25.00, whichever is greater.

ARTICLE 3 – CONTRACTOR

3.2 Review of Contract Documents and Field Conditions by Contractor.

3.2.1

Delete the remainder of the paragraph after the first sentence, and replace with:

“The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency, or omission, and failed to report it to the Owner, in which case the Contractor shall not be entitled to an increase in the Contract Sum or Contract Time and the Contractor shall bear all attributable costs for correction.”

3.3 Supervision and Construction Procedures

3.3.1 Delete entire paragraph and replace with:

“The Contractor shall supervise and direct the Work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have charge and control of construction means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor shall review any specified construction or installation procedure recommended by any product manufacturer. The Contractor shall advise the Owner if following the procedure will affect any warranties.”

Add the following subparagraphs 3.3.5, 3.3.6 and 3.3.7 to paragraph 3.3:

3.3.5 Survey Equipment. The Contractor shall maintain a level and transit on the job, and shall employ competent personnel for the use thereof. The Contractor shall supply all grades and information for their subcontractors. The cost of said survey work is included in the Contract Sum. In the event that Contractor fails to use a competent licensed surveyor, the Park District may hire its own surveyor to perform such work in which case the Park District shall deduct payments made by the Park District to the surveyor from monies owed to Contractor, and the Contract Sum shall be reduced accordingly.

3.3.6 Federal Labor Standard & Equal Employment Requirements. The requirements of the above laws shall be met in the carrying out of the provisions of this Contract.

3.3.7 Notwithstanding any provision herein to the contrary, Contractor shall be responsible for locating any all underground utility lines, pipes, mains, conduit, wires, and cables, necessary to perform the Project Work (“Utilities”) at Contractor’s expense. Contractor shall promptly pay all costs to repair any such Utilities damaged by Contractor, its subcontractors of any tier, employees and/or agents or anyone for whose acts any of them may be liable and Contractor shall be liable for any consequential damages resulting from such damage to any Utilities, including but not limited to any injuries, death or damage to any property attributable thereto.

3.4 Labor and Materials

Add the following subparagraph 3.4.3 to 3.4:

3.4.3 By making requests for substitutions regarding any project Work materials, supplies, and/or equipment, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified and must comply with all warranty and guaranty provisions required under the Contract Documents;
3. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.5 Warranty

3.5.1

Delete paragraph 3.5.1 in its entirety and substitute the following therefore:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required by the Contract Documents and that the Work will be free from faults and defects and in conformance with the Contract Documents. The warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Owner of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of the Subcontractor or supplier responsible for the defective Work to correct such Work shall not excuse the Contractor from performing under the warranty. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is in addition to and not in lieu of any other warranties and/or guaranties required under the Contract Documents.

3.6.1

Delete paragraph 3.6.1 and substitute the following therefore:

3.6.1 The Owner is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or Subcontractors, or to suppliers and materials which, even though they are consumed, are not incorporated into the completed Project. The Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. The cost of any such taxes is included in the Contract Sum.

3.7.1

Paragraph 3.7.1 is amended by adding the following thereto:

Notwithstanding any provision herein to the contrary, this Contract is expressly contingent upon Owner receiving a building permit, and any other necessary approvals from the Village of Schaumburg and any other governmental entities having jurisdiction over the Project.

3.8 Allowances

3.8.2.4

Strike the balance of the second sentence after "...clause 3.8.2.2..." on line 6 and insert a period.

3.10 Contractor's Construction Schedule

3.10.1

Add the following:

"The Owner's or Engineer's failure to object to a submittal schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those time limits, nor shall it make the Owner or Engineer liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Engineer's or Owner's failure to object to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for acceleration of the work."

3.11 Documents and Samples at the Site

Add the following paragraphs:

3.11.2

"Plans and sections of all concealed work, and deviations from conditions shown on the Contract Drawings, shall be shown and dimensioned on the "As Built" drawings. Contractor shall develop layout drawings for all concealed work that is schematically indicated on Contract Drawings."

3.11.3

"The Contractor and his subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the work; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents; and shall turn over to the Owner upon completion of the work all such documents and information, such as final shop drawings and sketches, marked prints and similar data indicating the "As Built" conditions. The reproducible transparencies of the Contract Documents shall be furnished by the Owner. The cost of recording and transferring the changes or deviations to the transparencies shall be included in the contract price for the respective work. The As Built transparencies shall be delivered by the Contractor to the Owner prior to the final acceptance of the Project and issuance of final payment."

3.12 Shop Drawings, Product Data and Samples

3.12.11

Delete entire paragraph and replace with:

"When professional certification of performance criteria of materials, systems, or equipment required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full

information on the relevant performance requirements and on the conditions under which the materials, systems, or equipment will be expected to operate at the project site. The certification shall be based on performance under the operating conditions at the project site. The Owner and Engineer shall be entitled to rely upon the accuracy and completeness of such certifications.”

3.12.12

Add the following new paragraph:

“After the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of that specified in the Contract Documents will be considered only under one or more of the following conditions:

1. Required for compliance with interpretation of code requirements or insurance regulations then existing.
2. Unavailability of specified products, through no fault of the Contractor.
3. Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
4. Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
5. When it is clearly seen in the judgment of the Owner that a substitution would be substantially to the Owner’s best interests, in terms of cost, time, or other considerations.

Notwithstanding the forgoing, any and all substitutions must comply with all warranties and guaranties required under the Contract Documents.

Substitution requests shall be written, timely, and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Owner.”

3.18 Indemnification

3.18.1

Paragraph 3.18.1 is deleted in its entirety and the following substituted therefore:

3.18.1

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Schaumburg Park District (“Owner”), the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”), the Engineer, and their respective officials, officers, directors, employees, partners, Commissioners, managers, volunteers, servants, agents, parent companies, affiliates, subsidiaries, successors and assigns (collectively, the “Indemnified Parties”), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney’s fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the project work, and/or warranty work provided hereunder; and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts any of them may be liable; except to the extent caused by the negligence of any of the Indemnified Parties. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other

expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties, or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

3.18.2

Delete the paragraph and replace with:

"The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workers' compensation acts, disability benefit acts or other employee benefit acts, and the Contractor and all subcontractors hereby waive any limitations of liability defense based upon such acts, to the fullest extent permitted by law."

3.18.3

Delete the entire paragraph and replace with:

"Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not 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 the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Owner/Engineer for its approval or review."

Add the following section:

3.19 Work by Trade Unions

3.19.1

"If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner."

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.1.1 Delete paragraph 4.1.1 in its entirety.

4.1.4 Delete paragraph 4.1.4 in its entirety.

4.2 Engineer’s Administration of the Contract

4.2.3

Add:

“Nothing contained in subparagraphs 1.1.3 or 4.2.2 shall alter the responsibilities established in this subparagraph and in subparagraph 3.3.1.”

4.2.4

Delete paragraph 4.2.4 in its entirety.

4.2.13

Delete entire paragraph and replace with:

“The Owner’s decisions on matters relating to aesthetic effect will be final if reasonably inferable from the Contract Documents as being necessary to produce the intended results.”

4.3 Claims and Disputes

4.3.1

Paragraph 4.3.1, Definition: Insert “...to the Contract...” after “...parties...” in line 2.

4.3.2 through 4.3.5

Delete paragraphs 4.3.2 through 4.3.5, inclusive, in their entirety.

4.3.7

Add the following to the end of this paragraph:

“This paragraph is not intended to, and shall not; create any additional grounds upon which the Contractor shall be entitled to an increase in the Contract Sum beyond those grounds provided elsewhere in this Contract. Also, in no event shall the Contractor make a claim for additional costs resulting from any delays in the progress of the Work.”

4.3.9

Delete paragraph 4.3.9 in its entirety.

4.3.10

Add the following Section 4.3.10:

“Notwithstanding any provision in any of the Contract Documents to the contrary, the Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary

damages from the Owner and MWRD and agrees not to make any claim or demand for such damages against the Owner and/or MWRD.”

4.3.11

Add the following paragraph:

In case arbitration, mediation and/or litigation takes place between the parties, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs from the other party.

4.4 Resolution of Claims and Disputes

4.4.4

Delete “subject to arbitration” and replace with “subject to litigation, arbitration or mediation.”

4.5 Arbitration

Delete Section 4.5 in its entirety, and substitute the following therefor:

”In the event of breach and/or default hereunder, the non-breaching/non-defaulting party shall be entitled to all rights and remedies available at law and/or equity, including reasonable attorney’s fees and court costs, subject to the limitations set forth in paragraph 4.3.10 of these Supplementary Conditions.”

5.4 Contingent Assignment of Subcontractors

5.4.2

Delete entire paragraph.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 Owner’s Right to Perform Construction and to Award Separate Contracts

6.1.4

Delete entire paragraph.

6.3.1 Delete paragraph 6.3.1 in its entirety.

ARTICLE 7 – CHANGES IN THE WORK

7.3 Construction Change Directive

7.3.7

Add the following to the end of this paragraph.

“Also, 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 Applications for Payment. Overhead and profit will be included in credits to the same extent they are included in additions.”

7.5 Agreed Overhead and Profit Rates

7.5

Add the following paragraph:

“For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to charge and accept payment for his overhead and profit at the following percentages of the cost attributable to the change in the Work:

1. Ten percent (10%) for Work by the Contractor not involving Subcontractors.
2. Five percent (5%) for Work by Subcontractors.
3. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any:
4. For additional Work ordered as described which will be executed by subcontractors of the Contractor, it is agreed Subcontractors will be permitted to charge ten percent (10%) for Work not involving Sub-subcontractors and five percent (5%) for Work by Sub-subcontractors. To the net Subcontract amount the Contractor may add five percent (5%).”

Add the following paragraph 7.6 to Article 7 of the General Conditions:

7.6

“Notwithstanding any of the other provisions of this Article 7, where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work, a written Change Order shall be prepared by the Contractor. It shall be a condition precedent to the acceptance of any Change Order or Construction Change Directive or any Series of Change Orders or Construction Change Directives which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of 30 days or more, that the Board of Park Commissioners of Schaumburg Park District (the “Board”) shall have first approved such written Change Order(s) or Construction Change Directive(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than 30 days to the Contract Time shall be made by the Park Director, Assistant Director or the Board.

ARTICLE 8 – TIME

8.3.1

Replace the word “arbitration“, with “litigation or arbitration” in paragraph 8.3.1.

8.3.3

Delete paragraph 8.3.3 in its entirety and substitute the following therefore:

“The Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor’s sole remedy for delay shall be an extension of time.”

8.3.4

Add the following paragraph 8.3.4:

“If the Contractor, but for a delay not within the Contractor’s control, would have completed the Work prior to the time set forth in the project schedule, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.”

ARTICLE 9 – PAYMENTS AND COMPLETION

9.3 Applications for Payment

9.3.1

Delete 9.3.1 from the General Conditions and substitute therefor the following:

“Contractor shall provide monthly invoices to the Owner and Engineer throughout the Project Work. It shall be a condition precedent to the Owner’s obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner and Engineer, not less than seven (7) days prior to the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the “Contractor’s Progress Payment Documents”:

- (a) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor’s right to payment as the Owner and/or the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by the Owner. Payments shall be further reduced by such additional amounts as Engineer and/or Owner determines for non-conforming work and unsettled claims.
- (b) A general Contractor’s Sworn Statement in form customarily used by Chicago Title and Trust Company.
- (c) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project Work and from all material suppliers that supplied material in connection with the Project covering such period.
- (d) All of the Contractor’s Progress Payment Documents shall be sworn to and notarized.
- (e) Certified Payrolls (defined below).
- (f) Such additional documentation and/or information requested by the Owner and/or Engineer relative to said payment.

9.3.1.2

Add the following paragraph to the end of this paragraph.

“However, this paragraph will not apply to routine retainage the Contractor intends to withhold from the Subcontractor pursuant to the subcontract.”

9.3.1.3

The Engineer will review the requests for payment and, if approved, will submit Certificate for Payment to the Owner for the Owner’s approval.

9.3.1.4

The Owner will act on request for payment on or before the third Thursday of the month and forward the payment to the Contractor.

9.3.2

Delete paragraph 9.3.2 and substitute the following therefore:

“No payments shall be made by the Owner for any materials, goods, supplies and/or equipment until said materials, goods, supplies and/or equipment have been incorporated into the project work and are otherwise in strict compliance with the Contract Documents, and further subject to the requirements herein”.

Add the following paragraphs.

9.3.4

In the event the Owner is in receipt of any notice of claim for mechanic’s lien pursuant to 70 ILCS 60/23 (formerly Ill.Rev.Stat.ch.82, par. 23) at a time when there are funds due and owing the Contractor on the Project, the amount of the lien claimed shall be withheld from payment from the Owner to the Contractor for a period of at least 90 days for the Owner to determine whether the said lien claimant has filed a lawsuit for an accounting or to otherwise adjudicate its lien claim.

9.3.5

In the event said notice of claim for mechanic’s lien has been served on the Owner in accordance with 70 ILCS 60/23, but the Contractor fails to file suit for an accounting or to otherwise adjudicate its lien claim within 90 days of giving its lien claim (Sample 2), the Owner shall pay the Contractor said amount withheld less any setoffs to which the Owner is entitled provided the Contractor delivers to the Owner (1) an indemnification agreement in form requested by the Owner, and (2) an additional mechanic’s lien bond in form approved by the Owner from a surety meeting the minimum standards set forth in paragraph 11.4.3.

9.3.6

In the event the Owner has not received a notice of a claim for lien pursuant to 70 ILCS 60/23 or notice of a claim on the Contractor’s payment bond pursuant to 30 ILCS 550/2, but the Contractor is unable to deliver all partial waivers of lien required pursuant to paragraph 9.3.1 and all final waivers of lien required pursuant to paragraph 9.10.2, the Owner may, in its sole discretion, demand that the Contractor serve a 30 day notice pursuant to 70 ILCS 60/23 on said subcontractor(s) to file its claim for lien within 30 days, withhold payment in accordance with paragraph 9.3.4, or if not filed within said 30 days, the Owner may elect to pay the said amount to the Contractor,

provided the Contractor has delivered to the Owner (1) an indemnification agreement in form requested by the Owner, and (2) an additional mechanic's lien bond in form approved by the Owner from a surety company meeting the minimum standards set forth in paragraph 11.4.3.

9.3.7

In the event the Owner is in receipt of a claim on the Contractor's Labor and Material Payment Bond pursuant to 30 ILCS 550/2 (Formerly Ill.Rev.Stat.ch.29, para.16), in addition to or in lieu of the notice of claim for lien pursuant to 70 ILCS 60/23, at a time when there are funds due the Contractor on the Project, prior to making any payment to the Contractor, the Contractor shall have procured the surety's approval to any such payment in addition to meeting the other applicable requirements set forth in paragraphs 9.3.4, 9.3.5 or 9.3.6.

9.3.8

In the event the lien claimant files a lawsuit for an account, or to foreclose its lien or otherwise adjudicate its claim for lien on the money, bonds or warrants due or to become due the Contractor pursuant to 70 ILCS 60/23, within the applicable statutory period, the Owner, in its sole and absolute discretion, may elect to (1) continue to withhold from the Contractor the funds sought by the lien claimant until Owner is in receipt of (a) certified copy of a written settlement agreement signed by all of the necessary parties along with a certified copy of a Stipulation to Dismiss and Order dismissing the said lawsuit with prejudice, or (b) a certified copy of a final unappealed Judgment Order adjudicating the lien claim and directing the Owner to pay said funds; (2) appear or intervene in said lawsuit and (a) answer the complaint, (b) file in action, counterclaim or cross claim for damages or setoff for damages caused by the Contractor's default under the Contract; (3) move to consolidate such case with such other similar cases or actions filed by other subcontractors, parties or by the Owner itself arising out of claims for lien on the Project or disputes as to monies due the Contractor that may be pending. The Contractor hereby agrees that the Owner's costs and expenses, including the Owner's reasonable attorney's fees, related to any such lawsuit(s), whether filed against the owner, in the Owner's name or on its behalf, shall be paid from the funds due or to become due the Contractor before any funds can be paid to the Contractor and/or any Subcontractor or other party, and further the Contractor agrees to indemnify and hold the Owner harmless from and against any and all damages, claims, claims for lien, liability, causes or action and demands, including the Owner's reasonable attorney's fees, costs and expenses incurred in connection with such action, and any action brought by any person or entity on the Contractor's Labor and Material Payment Bond brought pursuant to 30 ILCS 550/2 and/or any other action to enforce foreclose or adjudicate any alleged inchoate or equitable lien in connection with the Project.

9.3.9

In the event the Contractor, Owner and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, notwithstanding any provision herein to the contrary, the Owner may elect to withhold the amount claimed from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Owner, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been full adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Owner. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Owner with an indemnification agreement and an additional mechanic's lien bond in form approved by the Owner issued by a surety company acceptable to the Owner.

9.6 Progress Payments

9.6.3

Add the following to the end of this paragraph:

“Notwithstanding paragraph 4.2.4, the Engineer and Subcontractor may communicate directly on the matters covered by this paragraph.”

9.6.4

Add the following sentence to paragraph 9.6.4 of the General Conditions:

Notwithstanding the fact that neither the Owner nor the Engineer shall be obligated to pay or see to the payment of the Subcontractors as provided in this paragraph 9.6.4 of the General Conditions, the Owner reserves the right to pay the Subcontractors, sub-subcontractors, material suppliers or any of them, by its draft made payable only to the Subcontractor(s), sub-subcontractor(s), or material supplier(s) directly or jointly with the Contractor, in the Owner’s sole discretion, based on the Contractor’s Progress Payment Documents or other information available to the Owner relative to the payment application or amounts claimed to be due by the Subcontractors, sub-subcontractors, or material suppliers.

9.8 Substantial Completion

9.8.2

Add the following to the end of this paragraph.

“Notwithstanding any provision in the Contract Documents to the contrary, with respect to Work enumerated on the list accompanying the Certificate of Substantial Completion, the guarantee or warranty period shall not commence until the time of subsequent acceptance of all Project Work in writing by Owner.”

9.10 Final Completion and Final Payment

9.10.2.1

In paragraph 9.10.2 of the General Conditions, line 19, after “...in such form as designed by Owner” add “(6) General Contractor’s Sworn Statement in a form customarily used by Chicago Title and Trust company, (7) Final Waivers of Lien on forms customarily used by Chicago Title and Trust Company from: (i) the Contractor, (ii) all Subcontractors of every tier that furnished labor and material on the Project, and (iii) material suppliers that furnished materials in connection with the Project, (8) Certified Payrolls, (9) Contractor’s submittal of shop drawings, and as built drawings and Engineer’s approval of same, (10) Contractor’s submittal of all certifications and documentation required under the Contract Documents, including but not limited to the third party warranty, insurance policy or bond relative to the warranty requirements set forth in the Specifications in form acceptable to Owner and furnished by surety, insurance company and/or guarantor (as the case may be) acceptable to Owner, and (11) Contractor’s assignment of all manufacturer’s warranties required hereunder. All Final Waivers of Lien must be sworn to and notarized.

9.10.2.2

In the event the Owner is in receipt of any notice of claim for mechanic’s lien pursuant to 70 ILCS 60/23 (formerly Ill.Rev.Stat.ch.82, par.23) at a time when there are funds due and owing the Contractor on the Project, the amount of the lien claimed shall be withheld from payment from the Owner to the Contractor for a period of at least 90 days for the Owner to determine whether the said lien claimant has filed a lawsuit for an accounting or to otherwise adjudicate its lien claim.

9.10.2.3

In the event said notice of claim for mechanic's lien has been served on the Owner in accordance with 70 ILCS 60/23, but the Contractor fails to file suit for an accounting or to otherwise adjudicate its lien claim within 90 days of giving its lien claim (Sample 2), the Owner shall pay the Contractor said amount withheld less any setoffs to which the Owner is entitled provided the Contractor delivers to the Owner (2) an indemnification agreement in form requested by the Owner, and (2) an additional mechanic's lien bond in form approved by the Owner from a surety meeting the minimum standards set forth in paragraph 11.4.3 as modified by the Supplementary Conditions.

9.10.2.4

In the event the Owner has not received a notice of a claim for lien pursuant to 70 ILCS 60/23 or notice of a claim on the Contractor's payment bond pursuant to 30 ILCS 550/2, but the Contractor is unable to deliver all partial waivers of lien required pursuant to paragraph 9.10.2, the Owner may, in its sole discretion, demand that the Contractor serve a 30 day notice pursuant to 70 ILCS 60/23 on said subcontractor(s) to file its claim for lien within 30 days of said notice, and if said notice is given and claim for lien filed within said 30 days, the Owner may elect to pay the said amount to the Contractor, provided the Contractor has delivered to the Owner (1) an indemnification agreement in form requested by the Owner, and (2) an additional mechanic's lien bond in form approved by the Owner from a surety company meeting the minimum standards set forth in paragraph 11.4.3.

9.10.2.5

In the event the Owner is in receipt of a claim on the Contractor's Labor and Material Payment Bond pursuant to 30 ILCS 550/2 (formerly Ill.Rev.Stat.ch.29, para. 16), in addition to or in lieu of the notice of claim for lien pursuant to 70 ILCS 60/23, at a time when there are funds due the Contractor on the Project, prior to making any payment to the Contractor, the Contractor shall have procured the surety's approval to any such payment in addition to meeting the other applicable requirements set forth in paragraphs 9.3.4, 9.3.5 or 9.3.6.

9.10.2.6

In the event the lien claimant files a lawsuit for an accounting, or to foreclose its lien or otherwise adjudicate its claim for lien on the money, bonds or warrants due or to become due the Contractor pursuant to 70 ILCS 60/23, within the applicable statutory period, the Owner, in its sole and absolute discretion, may elect to (1) continue to withhold from the Contractor the funds sought by the lien claimant until it is in receipt of (a) a certified copy of a written settlement agreement signed by all of the necessary parties along with a certified copy of a Stipulation to Dismiss and Order dismissing the said lawsuit with prejudice, or (b) a certified copy of a final unappealed Judgment Order adjudicating the lien claim and directing the Owner to pay said funds; (2) appear or intervene in said lawsuit and (a) answer the Complaint, (b) file an action counterclaim or cross claim in the nature of an interpleader, and/or (c) file an action counterclaim or cross claim for damages or setoff for damages caused by the Contractor's default under the Contract; (3) move to consolidate such case with such other similar cases or actions filed by other subcontractors, parties or by the Owner itself arising out of claims for lien on the Project or disputes as to monies due the Contractor that may be pending. The Contractor hereby agrees that the Owner's costs and expenses, including the Owner's reasonable attorney's fees, related to any such lawsuit(s), whether filed against the Owner, in the Owner's name or on its behalf, shall be paid from the funds due or to become due the Contractor before any funds can be paid to the Contractor and/or any subcontractor or other party, and further the Contractor agrees to indemnify and hold the Owner harmless from and against any and all damages, claims, claims for lien, liability, causes of action and demands, including the Owner's reasonable attorney's fees, costs and expenses incurred in connection with such action, and any action brought by any person or entity on the Contractor's Labor and Material Payment Bond brought pursuant to 30 ILCS 550/2 and/or any other action to enforce foreclose or adjudicate any alleged inchoate or equitable lien in connection with the Project.

9.11

All Payments hereunder shall be contingent upon the consent of the surety issuing the Performance and Payment Bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Owner.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

10.1.2

Delete the last sentence of paragraph 10.1.2.

10.1.4

Delete paragraph 10.1.4 in its entirety.

Add the following paragraph 10.1.5:

10.1.5

The Contractor, prior to commencing the work, shall submit to the Owner, in writing, a statement certifying that he is familiar with the Manual of Accident Prevention in Construction by the Associated General Contractors of America, current edition, and further that he will maintain at the Project a copy of said publication and will strictly enforce the applicable requirements of same. Contractor will also state the name of the Contractor's Safety Engineer who will be responsible for enforcing all Safety Requirements.

10.2.5

Delete paragraph 10.2.5 in its entirety and substitute the following therefor:

“The Contractor shall promptly remedy damage and loss at no cost to Owner to property referred to in Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor of any tier, 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 Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4.”

ARTICLE 11 – INSURANCE AND BONDS

11.1

Contractor's Liability Insurance

11.1.2

Add the following to the end of paragraph 11.1.2:

“Notwithstanding the above the insurance required by paragraph 11.1 shall be on an occurrence basis.”

Add the following paragraph 11.1.2.1:

11.1.2.1

“Such insurance shall be written to include the following coverages and for not less than the following minimum limits or greater if required by law.”

Minimum Limits

Contractor's attention is directed to the insurance requirements below. It is highly recommended that Contractor's confer with their respective insurance carriers or brokers prior to bidding to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, it shall constitute a default, and the Owner may either award the contract to the next responsible, responsive bidder, or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- C. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. **Builders Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the Owner as a loss payee as their interest may appear. At the option of and in the sole and absolute discretion of the owner, an Installation Floater may be acceptable. To be considered, a Property Installation Floater shall be obtained must at a minimum provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment, and shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Owner's site.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or 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 the Owner.

E. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions;

1. The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on

behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if a later edition used).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

F. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.

G. General Insurance Provisions.

1. Evidence of Insurance.

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to additional insured endorsements, 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 Additional Insured prior to the cancellation or material change of any insurance referred to therein. Written notice to the Additional Insured shall be by certified mail, return receipt requested.

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

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

2. Acceptability of Insurers.

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

3. Cross-Liability Coverage.

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

4. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

5. Owner Shall Not Waive Any Rights of Subrogation.

Notwithstanding any other provision in any Contract Document to the contrary, the Owner shall not, in any manner, be deemed to or intended to have waived any right of subrogation which either it, or its insurance carrier/risk pool provider, Metro Risk Management Agency ("MERMA") or any other insurance provider for Owner and/or MERMA, may have against the Engineer, Contractor or Subcontractor of any tier, for any injury, death, and/or property damage caused by any Engineer, Contractor, Subcontractor of any tier, or any of their employees, agents, consultants, officers, directors, limited or general partners, and/or owners or anyone on whose behalf it may be responsible.

6. Owner Shall Not Waive Any Rights by Making Any Payment.

Notwithstanding any other provision in any Contract Document to the contrary, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or a progress payment of any amount.

7. Owner's Option to Rely on its Members in a Self-Insured Risk Pool.

Notwithstanding any other provision in any Contract Document to the contrary, the undersigned herein agree that the Owner, at its own Option, may satisfy its obligation to purchase any insurance required of the Owner in this Contract through its membership in a self-insured risk pool including but not limited to its membership in MERMA. The rights of the Owner as a member of MERMA or any other self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required to be maintained by the Owner pursuant to this Contract.

8. Contractor's Insurance Certification.

In addition to providing Certificates of Insurance as required by the Contract Documents, the Contractor shall submit a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part. If any of the insurance coverages are required to remain in force after final payment, all additional Certificates evidencing continuation of such coverage shall be submitted with the final application for payment.

9. Failure to Comply With Insurance Reporting Provisions.

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

10. All Insurance Obtained Shall Apply Separately to Each Insured.

All insurance required of the Contractor and all Subcontractors of any tier shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11. Insurance Requirements Cannot be Waived by Owner.

Under no circumstances shall the Owner, MWRD, and/or Engineer be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- a. allowing any work to commence by the Contractor or any Subcontractor of any tier before receipt of Certificates of Insurance;
- b. failing to review any Certificates of Insurance received;
- c. failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or
- d. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner, MWRD, Engineer and/or any of the other Additional Insureds.

12. Liability of Contractor, Subcontractor and the Engineer is not limited by Purchase of Insurance.

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or the liability of the Engineer or any of their respective insurance carriers. Owners does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, the Contractor, or any Subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor or any Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

13. Notice of Personal Injury or Property Damage.

Contractor shall notify Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

14. Waiver of Subrogation by Contractor's Insurance Carrier's

15. Occurrence and Claims Made Policies.

CGL coverage must be written on occurrence basis. If any other coverage required is written on claims-made coverage form, the following shall apply:

- a. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the Owner for review

16. Further Waiver of Subrogation Requirements.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner for all work performed by the Contractor, its employees, agents and subcontractors.

17. Verification of Coverage.

Contractor shall furnish owner with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

18. Subcontractors.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, except that the minimum limits for CGL coverage for subcontractors shall not be less than \$1,000,000 per occurrence and have an aggregate limit of not less than \$2,000,000 (unless in addition to the \$1,000,000 per occurrence limit, Contractor has and maintains excess liability or umbrella insurance coverage of at least \$1,000,000), Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Contractor's insurance companies shall waive any rights of subrogation in favor of Owner, MWRD and the Engineer.

11.2.1

Delete paragraph 11.2.1 in its entirety.

11.3 Property Insurance

11.3.1

Delete the word “Owner” in line 1 of paragraph 11.3.1 and replace with “Contractor.”

11.3.1.2

Delete paragraph 11.3.1.2 in its entirety.

11.3.1.3

Delete paragraph 11.3.1.3 in its entirety and replace with the following:

“If deductibles are not identified in the Contract documents, Contractor shall pay costs not covered because of said deductible.”

11.3.1.4

Delete paragraph 11.3.1.4 in its entirety.

11.3.2 – 11.3.10

Delete paragraphs 11.3.2 through 11.3.10, inclusive, in their entirety.

11.3.12

Add the following paragraph 11.3.12:

“The Owner as fiduciary shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within 5 days after occurrence of loss to the Owner’s exercise of this power and said objecting party files suit naming the Owner, the other insurers and all parties in interest as parties to said law suit within 60 days of delivery of its written objection to the Owner. The Owner shall in that case make settlement with the insurers and all parties in interest or in accordance with a final unappealed order of the Court. If distribution is ordered by the Court the Owner shall make distribution according to said final unappealed order.”

11.4 Performance Bond and Payment Bond

11.4.1

Add the following to the end of the paragraph 11.4.1:

“The premium cost of such bonds will be paid by the Contractor, and said cost is included in the Contract Sum.”

11.4.3

Add the following paragraph 11.4.3:

“Within ten (10) days after the award of the Contract, the successful Contractor at its sole cost, shall furnish either (a) Payment Bond and a Performance Bond both in the amount of 110% of the Contract Sum, naming the Owner and MWRD as the primary co-obligees, using an AIA-312 Form or one acceptable to the Owner, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois, with at least an “A” rating and a financial rating of at least “X” in the latest issue of Best Insurance Guide, or (b) an irrevocable Letter of Credit in the amount of 110% of the Contract Sum guarantying Contractor’s obligations under the Contract Documents issued by a financial institution with at least \$40,000,000 in assets and a capital to asset

ratio of not less than 6% in form acceptable to the Owner. The Performance Bond and Payment Bond or Letter of Credit will become a part of the Contract to guaranty the performance of Contractor's obligations herein and the payment for all labor and materials furnished and/or required hereunder, including but not limited to the payment of Prevailing Wages, as defined below. The cost of said bonds, or letter of credit as the case maybe, is included in the Contract Sum.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.2.2

Paragraph 12.2.2 of the General Conditions is modified to provide that the warranties, referenced therein shall not commence until acceptance of all work by Owner in writing. For purposes of the artificial turf system, the Owner shall provide notice to Contractor not later than ninety (90) days after the expiration of the eight (8) year warranty required under the Specifications, or such later time period as provided in these Supplementary Conditions. For all workmanship and materials other than artificial turf system, Owner shall provide notice to Contractor with ninety (90) days of the expiration of the one year warranty required under the Specifications or such later time period as provided under these Supplementary Conditions.

The warranties herein provided are in addition to, and not in lieu of the guaranties required herein.

Paragraph 12.2.2 of the General Conditions is further amended by adding the following thereto:

“Notwithstanding the foregoing, Contractor shall correct Work that has been deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered following the time periods set forth above, if the correction is of a latent defect and arises from poor workmanship or improper materials, or is required to be made to workmanship or improper materials covered by Contractor or Subcontractor contrary to the request of the Engineer and/or Owner or to requirements specifically expressed in the Contract Documents.”

ARTICLE 13 – MISCELLANEOUS PROVISIONS

Add the following paragraph 13.1.2:

13.1.2

The exclusive venue for the enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.

13.6 Interest

Delete paragraphs 13.6 and 13.6.1 in their entirety.

13.7

Delete paragraphs 13.7.1.1, 13.7.1.2 and 13.7.1.3 in their entirety.

The General Conditions are further amended by adding the following Articles thereto:

ARTICLE 14 – PREVAILING WAGES

Contractor shall pay prevailing wages for Cook County, as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with the Prevailing Wage Act (820 ILCS 130/01 et seq.) (the “Act”). The Contractor shall prominently post the current schedule of prevailing wages at the Project site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate

of wages shall be paid to all laborers, workers, and mechanics performing work under the contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Owner. Any change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring compliance with the requirements of the Act. Contractor shall also submit monthly to Owner certified payrolls in strict compliance with the Act (“Certified Payrolls”).

ARTICLE 15 – COMPLIANCE WITH LAWS

All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Accessibility Code, as amended, the Architectural Barriers Act, as amended, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the applicable Village of Schaumburg, Illinois Building Codes, with the most stringent standards governing (collectively, the “Laws”). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the above defined Indemnified Parties from loss or damage, including but not limited to, attorney’s fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the project work, including but not limited to products liability claims. This obligation shall survive the expiration and/or termination of this Agreement.

ARTICLE 16 – HAZARDOUS SUBSTANCES

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Site and/or other property owned, leased or controlled by the Owner and/or MWRD (collectively, “Subject Property”) by contractor, its employees, subcontractors of any tier, suppliers and anyone for whose acts and/or omissions for whom any of them may be liable (collectively “Contractor’s Agents”). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of Subject Property by or on behalf of Contractor or Contractor’s Agents in violation of this paragraph, results in contamination of the Subject Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Owner’s option, defend the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys’ fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Subject Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as “hazardous substances,” “toxic substances” in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended (“RCRA”); those substances defined as “hazardous substances,” “materials,” or “wastes” under any Federal law or the law of the state in which the Subject Property is located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, “Environmental Laws”). If Contractor’s activities or the activities of any of Contractor’s Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Owner. Contractor shall immediately notify the Owner both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an “imminent hazard” under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

ARTICLE 17 – ILLINOIS HUMAN RIGHTS ACT

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to Owner as follows:

1. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
2. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas 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 under-utilized.
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, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
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 so notify the Department and the contracting agency 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 contracting agency, 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 contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision 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 contracting agency 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 for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ARTICLE 18 – GUARANTEE

- A. Contractor shall guarantee workmanship and materials for a period two (2) years for all project work and materials from date of final written acceptance by the Owner. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice Contractor shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.
- B. If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.
- C. The above guarantee is in addition to and not in lieu of the warranties required under the Contract Documents.

ARTICLE 19 – ASSUMPTION OF LIABILITY

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or person’s including employees of Contractor, and Subcontractor of any tier, and supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

ARTICLE 20 – DISPOSAL OF DEBRIS

Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

ARTICLE 21 – RELATIONSHIP OF THE PARTIES

- A. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Owner arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Owner, and therefore is not entitled to any benefits provided to employees of the Owner.
- B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor will devote such time and resources as necessary to produce the contracted for results. Neither the Owner, MWRD, nor the Engineer shall have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor’s rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby.

ARTICLE 22 – SEVERABILITY

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

END OF SUPPLEMENTARY CONDITIONS



General Conditions of the Contract for Construction

AIA Document A201 - Electronic Format

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. 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. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

1.1.2 THE CONTRACT

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

1.1.3 THE WORK

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

1.1.4 THE PROJECT

The Project is the total construction of which the Work

performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 THE PROJECT MANUAL

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

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among

Subcontractors or in establishing the extent of Work to be performed by any trade.

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

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

1.4 CAPITALIZATION

1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles

of other documents published by the American Institute of Architects.

1.5 INTERPRETATION

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

ARTICLE 2 OWNER

2.1 DEFINITION

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the request of the Contractor, prior to execution of the Agreement and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. *[Note: Unless such reasonable evidence were furnished on request prior to the execution of the Agreement, the prospective contractor would not be required to execute the Agreement or to commence the Work.]*

2.2.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

2.2.3 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for

construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.2.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to

prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work

under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3 The Contractor shall not be relieved of obligations to performing the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

4 LABOR AND MATERIALS

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

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

5 WARRANTY

5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind

and quality of materials and equipment.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- 1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the

represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals.

3.12.10 Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

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

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold

from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, the Contractor 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, arising out of or resulting from 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party

Work;

2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;

4 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

9 SUPERINTENDENT

9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

10 CONTRACTOR'S CONSTRUCTION SCHEDULES

10.1 The Contractor, promptly after being awarded the Contract, shall prepare and 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.

10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

10.3 The Contractor shall conform to the most recent schedules.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7.

3.12.5 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor

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 Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 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 and Architect. Consent shall not be unreasonably withheld.

4.1.3 In case of termination of employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former architect.

4.1.4 Disputes arising under Subparagraphs 4.1.2 and 4.1.3 shall be subject to arbitration.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when 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 quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.2.3 The Architect will not have control over or charge of and will not be responsible for 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 responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with 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 of any other persons performing portions of the Work.

4.2.4 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5 Based on the Architect's observations and evaluations 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.

4.2.6 The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate subcontractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment

upon compliance with the requirements of the Contract Documents.

4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 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's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

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

4.3 CLAIMS AND DISPUTES

4.3.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 **Decision of Architect.** Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to arbitration or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to

the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.4.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.

4.3.3 Time Limits on Claims. Claims by either party must be made 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. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim including arbitration, unless 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.

4.3.5 Waiver of Claims: Final Payment. 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; or
3. terms of special warranties required by the Contract Documents.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such

conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make Claim for all increase in the Contract Time, written notice as provided herein shall be given. 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.

4.3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

4.3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of

such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.3.7 or 4.3.8.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The Architect will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

4.4.2 If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

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

4.4.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.5 ARBITRATION

4.5.1 **Controversies and Claims Subject to Arbitration.** Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic

effect and except those waived as provided for in Subparagraph 4.3.5. Such controversies or Claims upon which the Architect has given notice and rendered a decision as provided in Subparagraph 4.4.4 shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when 45 days have passed after a Claim has been referred to the Architect as provided in Paragraph 4.3 and no decision has been rendered.

4.5.2 **Rules and Notices for Arbitration.** Claims between the Owner and Contractor not resolved under Paragraph 4.4 shall, if subject to arbitration under Subparagraph 4.5.1, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the Owner and Contractor and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.5.3 **Contact Performance During Arbitration.** During arbitration proceedings, the Owner and Contractor shall comply with Subparagraph 4.3.4.

4.5.4 **When Arbitration May Be Demanded.** Demand for arbitration of any Claim may not be made until the earlier of (1) the date on which the Architect has rendered a final written decision on the Claim, (2) the tenth day after the parties have presented evidence to the Architect or have been given reasonable opportunity to do so, if the Architect has not rendered a final written decision by that date, or (3) any of the five events described in Subparagraph 4.3.2.

4.5.4.1 When a written decision of the Architect states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

4.5.4.2 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.5.1 and 4.5.4 and Clause 4.5.4.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred

by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

5.5 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.5.6 Claims and Timely Assertion of Claims. A party who files a notice of demand for arbitration must assert the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

4.5.7 Judgment on Final Award. 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.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of

the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such change.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the

Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. 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 the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

6.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

6.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

6.4.2 If the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform

construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 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 construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper

execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

6.2.6 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment in the Contract Sum, if any; and
- .3 the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to

permit evaluation;

- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

7.3.4 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.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor herewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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 allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, 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 Subparagraph 7.3.6 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' or workmen's 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 bonds and insurance,

permit fees, and sales, use or similar taxes related to the Work; and

- .5 additional costs of supervision and field office personnel directly attributable to the change.

7.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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.

7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination.

7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 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.

ARTICLE 8 TIME

8.1 DEFINITIONS

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

8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

**ARTICLE 9
PAYMENTS AND COMPLETION**

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

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

8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall

include applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. 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 minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may decide not to certify payment and 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 Subparagraph 9.4.2 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 Subparagraph 9.4.1. If the Contractor and 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 decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, 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 because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another 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 persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and

shall so notify the Architect.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 similar manner.

9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

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

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is

sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the

Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written 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, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 are precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate

evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewably to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of claims by the Owner as provided in Subparagraph 4.3.5.

9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating,

maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which arbitration has not been demanded, or by arbitration under Article 4.

10.1.3 The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

10.1.4 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, 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 is asbestos or polychlorinated biphenyl (PCB) 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expense 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 Subparagraph 10.1.4.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; 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.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 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 Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, 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 Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7 The Contractor shall not load or permit any part of

the construction or site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of

ownership, maintenance or use of a motor vehicle; and

- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, all additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final

payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.1.1 Property insurance shall be on an all-risk 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, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect'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.

11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable hereto.

11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

11.3.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance

required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost there of shall be charged to the Contractor by appropriate Change Order.

11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.3

or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.5. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.5. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.3.11 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance

company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the 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 charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated,

installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

12.2.2 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 Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year 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 performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party

giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction 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 the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
2. **Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
3. **After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure

to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1; or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or
- .5 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor

because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 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,

Such excess shall be paid to the Contractor. If such costs 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.

4.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

4.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

4.3.2 An adjustment shall be made for increases in the cost

of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

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

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ADDITIONAL CONSTRUCTION SPECIFICATIONS AND DEFINITIONS

The following Construction Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted 2022 (referred to hereinafter as the **Standard Specifications**); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2019; the latest edition of the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways” (IMUTCD); and the “Standard Specifications for Water and Sewer Construction in Illinois”, 7th Edition, 2014 (referred to hereinafter as the Water and Sewer Specifications). In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

MOBILIZATION

Mobilization shall be in accordance with Section 671 of the Standard Specifications, except as modified herein. Revise Article 671.02, Basis of Payment, to read:

“671.02 Basis of Payment. This work will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies.

MAINTENANCE OF ROADWAYS

Beginning on the date that mobilization begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement or used to access the construction area. This normal maintenance shall include all repair work deemed necessary by the Resident Project Coordinator but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Resident Project Coordinator.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Resident Project Coordinator, will be considered incidental to the contract price.

STREET CLEANING

This work shall conform to Section 107.15 of the Standard Specifications. If the CONTRACTOR fails to clean the pavement adjacent to the section under construction to the satisfaction of OWNER and/or RESIDENT PROJECT COORDINATOR at any time during the contract, the OWNER and/or RESIDENT PROJECT COORDINATOR will notify the CONTRACTOR at which time the CONTRACTOR will have 4 hours to respond. If the CONTRACTOR fails to respond within 4 hours, an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR. The cost of all STREET CLEANING shall be incidental to the contract price.

PRE-CONSTRUCTION VIDEO RECORDING

Description. This work shall consist of performing color video and audio recording of the project area and other areas which may be impacted by construction.

Pre-construction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will also include construction easements when applicable. Video recordings will provide a visual record of all physical features within those areas, including, but not limited to, roadways, pavements, curbs, gutters, driveways, driveway aprons, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area.

Video recordings will begin with an audio narrative which provides the current date and time, the name of the Village and name of project, and a description of both the starting location and the location or locations to be recorded, including street name or names, street addresses, and any additional information which may be necessary to describe the location and subject of viewing.

Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects, including property addresses, street signs, or other appropriate objects, at appropriate intervals.

Pre-construction video recordings will be recorded at a rate of travel not exceeding 50 feet per minute and zooming and panning rates will be controlled to provide clarity of features during playback. The finished product will be provided with bright, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio will have proper volume and clarity. All recordings will be performed at times of satisfactory visibility, and when no more than 10 percent of ground is obscured by snow, leaves, or other cover.

If any element within or portion of the project area is not adequately documented by the pre-construction video recording so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration or replacement of that element or portion of the project area. Such repair, restoration or replacement will be to equal or better condition than previously existing and will further comply with all standards and provisions which govern the work in question.

Schedule. Preconstruction video recording will be performed according to the following schedule:

- a) Pre-construction video recording will be completed after a Notice to Proceed has been issued.
- b) Pre-construction video recording will be completed after the Joint Utility Locating Information for Excavators (JULIE) request for the project area has cleared.
- c) Pre-construction video recording will be completed before any equipment, materials, or other items are delivered to the site.
- d) Pre-construction video recording will be completed no more than 7 chargeable days prior to the start of construction.
- e) Pre-construction video recording will be completed, the required pre-construction video recording deliverables will be submitted to the Resident Engineer, and the Resident Engineer will review and issue written approval of the pre-construction video recording before any activity other than utility locating will be permitted to start. Such activity will include, but not be limited to, delivery of materials and equipment, installation of traffic control and erosion control, and completion of construction layout and tree protection. No days will be charged against the contract time while the video is under review by the Resident Engineer, including the day the deliverables are submitted and the day a response is provided. If the pre-construction video recording or any portions thereof are rejected, the contract time will commence to run until revisions are submitted.
- f) Pre-construction video recording will be submitted to Resident Engineer for review prior to commencement of any construction and receive acceptance of recordings prior to commencement of construction. Any areas found not acceptable to the Owner will be re-recorded at no additional cost to the contract.

Deliverables. Video will be high-definition, with a minimum resolution of 1280 × 720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video filmed in a portrait aspect ratio will be considered unacceptable and will be rejected.

Preconstruction video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Resident Engineer. Preconstruction video recordings will be provided as independent digital container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction video recording as intended.

Video DVD will be considered an unacceptable format for providing preconstruction video recordings and will be rejected.

Pre-construction video recording electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Resident Engineer. Preconstruction video recording electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Resident Engineer.

Pre-construction video recording electronic files will be accompanied by corresponding logs which document the dates, times, and locations covered by each preconstruction video recording electronic file.

Contractor shall maintain copies of all items submitted to Resident Engineer for Contractor's own use and record.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort.

Basis of Payment. Pre-construction video recording will be paid for at the contract lump sum price for PRE-CONSTRUCTION VIDEO RECORDING.

CONSTRUCTION LAYOUT

Description. In addition to the requirements of the Special provision for Construction Layout Stakes (IDOT Check Sheet #10), the contractor shall be responsible for all construction staking required to complete the project. Contractor shall also be responsible for locating property corners as required.

Basis of Payment. This work shall be paid for at the contract lump sum for CONSTRUCTION LAYOUT, which shall include all labor, equipment, and materials required to complete the work as specified herein. No additional compensation will be provided for delays in the construction process once work has begun.

IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD)

Description. This item shall consist of all labor, materials, tools, equipment, testing and reporting required for the Contractor to obtain access for all removal or excavation items to be disposed of at an uncontaminated fill operation or Clean Construction and Demolition Debris (CCDD) facility per the requirements of Public Act 96-1416. Testing/certification for IEPA Clean Construction and Demolition Debris (CCDD) shall be completed by the Contractor prior to the commencement of any tree clearing or bank stabilization.

Basis of Payment. IEPA Clean Construction and Demolition Debris (CCDD) will be paid for at the contract unit price per Lump Sum for IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS.

STABILIZED CONSTRUCTION ENTRANCE

Description: This work shall consist of constructing a stabilized construction entrance, including furnishing, installing, maintaining and removing a stabilized pad of aggregate underlain with filter fabric, as shown on the plans or directed by the Resident Project Coordinator.

Materials: The materials used shall meet the requirements of the following: Aggregate: The aggregate shall be limited to IDOT Coarse Aggregate Gradations CA1, CA-2, CA-3, or CA-4. Filter Fabric: The Filter Fabric shall be according to Article 1080.03.

Construction Requirements: The aggregate shall be at least six inches thick. The aggregate shall not be placed until the entrance area has been inspected and approved by the Resident Project Coordinator. The aggregate shall be dumped and spread into place in approximately horizontal layers. The layer(s) shall not exceed three feet in thickness. The aggregate shall be placed in such a manner as to produce a reasonably homogeneous stable fill that contains no segregated pockets of larger or smaller fragments or large unfilled space caused by bridging of larger fragments. No compaction shall be required beyond that resulting from the placing and spreading operations. The construction entrance shall have a minimum width of 14 feet and a minimum length of 50 feet. All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered included in the unit price for STABILIZED CONSTRUCTION ENTRANCE. The stabilized construction entrance shall have positive drainage away from the roadway. The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-way(s) shall be removed immediately. All removed materials shall be disposed of outside the limits of the right-of-way according to Article 202.03 of the Standard Specifications and/or as directed by the Resident Project Coordinator. Construction entrances crossing curb & gutter, sidewalks, HMA shoulders, and/or other roadway appurtenances shall include protection for these items. The cost of such protection shall be included in the contract unit price for STABILIZED CONSTRUCTION ENTRANCE. If any of these appurtenances are damaged by the Contractor, they shall be repaired or replaced to the Resident Project Coordinator's satisfaction at the Contractor's cost.

Method of Measurement: The STABILIZED CONSTRUCTION ENTRANCE will be measured in place and the area computed in square yards.

Basis of Payment: The work will be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE. The unit price shall include all material, labor, equipment and any other items required to complete and maintain the construction entrance in accordance with the erosion control plans.

CLEARING AND GRUBBING

Description. This work shall consist of all material, equipment and labor required for clearing of the proposed work limits adjacent to the bank stabilization of all brush and debris. Brush is defined as woody vegetation less than 6 inches in diameter at breast height (DBH). Contractor is also responsible for removal and disposal of this vegetation and debris off site. **Basis of Payment.** This will be paid for at the contract lump sum price for CLEARING AND GRUBBING.

TREE REMOVAL

Description. Tree Removal shall be in accordance with Section 201 of the Standard Specifications. Trees to be removed are indicated on the Final Engineering Plans.

Basis of Payment. Tree removal will be paid for at the contract unit price per unit diameter for TREE REMOVAL (6 to 15 UNITS DIAMETER) or TREE REMOVAL (OVER 15 UNITS DIAMETER).

SEEDING

This work shall consist of installation of native seed, and other materials in the planting bed and maintenance of the affected areas throughout the performance requirement period. The work shall consist of watering, weeding, and additional installation of seeding when required to meet the performance criteria. All native seed species provenance will be local genotype and will be from a radius of 200 miles from the site.

Shortgrass Prairie Seed Mix

SHORTGRASS PRAIRIE SEED MIX			
Type	Scientific Name	Common Name	Seeding Rate (lbs/ac)
Forbs	<i>Asclepias tuberosa</i>	Butterfly Weed	0.3125
	<i>Allium cernuum</i>	Nodding Onion	0.2500
	<i>Aster oolentangiense</i>	Sky Blue Aster	0.0625
	<i>Astragalus canadensis</i>	Canadian Milk Vetch	0.2500
	<i>Blephilia ciliata</i>	Downy Wood Mint	0.0313
	<i>Cassia fasciculata</i>	Partridge Pea	0.5000
	<i>Coreopsis lanceolata</i>	Sand Coreopsis	0.1250
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.1250
	<i>Dalea candidum</i>	White Prairie Clover	0.0630
	<i>Dalea purpureum</i>	Purple Prairie Clover	0.1250
	<i>Echinacea pallida</i>	Pale Purple Coneflower	0.2500
	<i>Echinacea purpurea</i>	Broad-leaved Pur. Coneflower	0.3125
	<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.1875
	<i>Euthamia graminifolia</i>	Grass-Leaved Goldenrod	0.0156
	<i>Lespedeza capitata</i>	Round-Headed Bush Clover	0.1875
	<i>Monarda fistulosa</i>	Wild Bergamot	0.1250
	<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.1250
	<i>Potentilla arguta</i>	Prairie Cinquifol	0.0625
	<i>Pycnanthemum virginianum</i>	Mountain Mint	0.0625
	<i>Rudbeckia hirta</i>	Black-eyed Susan	0.2500
	<i>Tradescantia ohiensis</i>	Ohio Spiderwort	0.2500
<i>Verbena stricta</i>	Hoary Vervain	0.0625	
<i>Zizia aurea</i>	Golden Alexanders	0.1875	
		sub total	3.9224
Grasses & Sedges	<i>Bouteloua curtipendula</i>	Side-oats Grama	6.000
	<i>Chasmanthium latifolium</i>	River Oats	0.500
	<i>Carex bicknellii</i>	Bicknells Sedge	0.125
	<i>Carex brevior</i>	Shorter Sedge	0.125
	<i>Carex molesta</i>	Field Oval Sedge	0.125
	<i>Carex vulpinoidea</i>	Fox Sedge	0.250
	<i>Elymus canadensis</i>	Canada Wild Rye	3.000
	<i>Elymus virginicus</i>	Virginia Wild Rye	2.000
	<i>Panicum virgatum</i>	Switch Grass	0.250
	<i>Schizachyrium scoparius</i>	Little Bluestem	6.000
		sub total	18.375
		Total Permanent Species:	22.297
Cover	<i>Avena sativa</i>	Seed Oats	32.000

Wet Prairie Seed Mix

WET PRAIRIE SEED MIX			
Type	Species	Common Name	Seeding Rate (lbs/ac)
Forbs	<i>Asclepias incarnata</i>	Swamp Milkweed	0.37500
	<i>Bidens cernua</i>	Nodding Bur Marigold	0.12500
	<i>Epilobium coloratum</i>	Cinnamon Willow Herb	0.03125
	<i>Euthamia graminifolia</i>	Grass-Leaved Goldenrod	0.03125
	<i>Helenium autumnale</i>	Sneezeweed	0.12500
	<i>Liatris pycnostachya</i>	Prairie Blazing Star	0.25000
	<i>Lobelia cardinalis</i>	Cardinal Flower	0.06250
	<i>Lobelia siphilitica</i>	Blue Lobelia	0.03125
	<i>Lysimachia ciliata</i>	Fringed Loosetrife	0.06250
	<i>Lythrum alatum</i>	Winged Loosetrife	0.00500
	<i>Mimulus ringens</i>	Monkey Flower	0.01563
	<i>Oligoneuron riddellii</i>	Riddell's Goldenrod	0.06250
	<i>Physostegia virginiana</i>	Obedient Plant	0.37500
	<i>Pycnanthemum virginianum</i>	Mountain Mint	0.06250
	<i>Scutellaria lateriflora</i>	Mad-Dog Skullcap	0.06250
<i>Verbena hastata</i>	Blue Vervain	0.12500	
		sub total	1.80188
Grasses, Sedges & Rushes	<i>Calamagrostis canadensis</i>	Blue Joint Grass	0.06250
	<i>Carex cristatella</i>	Crested Oval Sedge	0.12500
	<i>Carex scoparia</i>	Lance-Fruited Oval Sedge	0.12500
	<i>Carex stipata</i>	Awl-Fruited Sedge	0.12500
	<i>Elymus riparius</i>	Riverbank Rye	2.00000
	<i>Elymus virginicus</i>	Virginia Wild Rye	3.00000
	<i>Glyceria striata</i>	Fowl Manna Grass	0.12500
	<i>Juncus dudleys</i>	Dudley's rush	0.01563
	<i>Juncus torreyi</i>	Torrey's Rush	0.01563
	<i>Leersia oryzoides</i>	Rice Cut Grass	0.50000
	<i>Panicum virgatum</i>	Switch Grass	1.00000
	<i>Scirpus atrovirens</i>	Dark-Green Bulrush	0.03125
	<i>Scirpus cyperinus</i>	Wool Grass	0.01563
	<i>Scirpus pendulus</i>	Rufous Bulrush	0.06250
		sub total	7.20313
		Total Permanent Species:	9.00500
Cover	<i>Avena sativa</i>	Seed Oats	32.000

Seed quality must meet the applicable standards set forth in Standard Specifications Article 1081.04. No seed shall be sown until purity testing has been completed for the seeds to be used. The Contractor shall submit written verification that the seed mixtures meet the agreed upon mix proportions and the noxious weed requirements. Written verification of seed testing shall come from the seed producer. Seed tags will be provided to the Resident Project Coordinator.

Classes seed mixes are to be provided and placed as follows:

Wet Prairie Seed Mix and Shortgrass Prairie Seed Mix shall be placed up the slope from Natural or Stone Toe Protection areas as shown on the construction details in the Final Engineering Plans and any areas within the top of bank that were disturbed for construction access.

IDOT Seed Class 1 shall be placed within the disturbed limits associated with gabion installation and construction access, with the exception of disturbance that is designated to be seeded with the broad spectrum seed mix.

Temporary stabilization – cover crop to be utilized on all disturbed areas as required in Section 251 of the Standard Specifications.

Seeding generally will not be paid for until 90 days after seed is sown and plant life is flourishing.

Variations in seed mixture must be approved in writing by the Resident Project Coordinator and by the SMC.

The Contractor must perform the planting, seeding, and protection work in 2026. However, he must meet the performance requirements as defined below within the contract time or time extended as allowed by the Resident Project Coordinator. Equipment shall be operated in a manner to ensure 95 percent coverage of the entire area to be planted or seeded.

The surface of the seed bed shall be prepared so that no clods, over one inch in diameter, weeds, sticks, crusting, or gullying is present. The plant or seed bed shall be thoroughly disked everywhere to a minimum depth of six inches before topsoil is placed.

Satisfactory performance shall consist of 95 percent coverage of the planted or seeded area at the end of the first growing season (October 30, 2026). None of the plant species in native mixes in any planting or seeding zone may be non-native or invasive species, i.e., cattail, garlic mustard, or reed canary grass.

Coverage shall mean a uniform coverage of vegetation at least two inches tall from finished grade for any square yard planted. If the Contractor does not meet the above performance standard on or by October 30, 2026, another inspection will take place in the following growing season (June 15, 2027) and no additional payment will be made for further reseeding required.

Basis of Payment. These items will be paid for at the contract unit price per SQUARE YARD for SEEDING (SHORTGRASS PRAIRIE SEED MIX), SEEDING (WET PRAIRIE SEED MIX) AND SEEDING, CLASS 1.

EROSION CONTROL BLANKET

Description. EROSION CONTROL BLANKET shall be performed in accordance with Section 251 of the Standard Specifications. This item shall consist of furnishing all labor, materials, tools, and equipment required install the required erosion control blanket on disturbed areas as indicated in the final engineering plans. This protection work shall be done immediately after planting and seeding is done in any particular area.

After tree and brush removal is accomplished, toe protection has been placed, grading is completed, sewer work is done, riprap work is done, and trees are planted the Resident Project Coordinator will direct revegetating work including placement of erosion blanket.

Two types of erosion control blanket will be used for this project:

North American Green S75BN shall be installed over all areas that receive IDOT Class 1 seed. This shall be included in the cost of SEEDING, CLASS 1.

North American Green S150BN shall be installed over all areas that receive the Shortgrass Prairie Seed Mix and Wet Prairie Seed Mix. This shall be included in the cost of SEEDING (SHORTGRASS PRAIRIE SEED MIX) and SEEDING (WET PRAIRIE SEED MIX).

Basis of Payment. Erosion control blanket shall be included in the cost of the seeding and will not be paid for separately.

GABION BANK STABILIZATION

Description. The work consists of furnishing, assembling, and installing rock filled wire mesh gabion baskets and 2-foot wide stone toe stabilization at the base of the gabions as shown on the drawings and specified herein. This work shall be in accordance with Sections 202, 203, and 284 of the Standard Specifications with the following exceptions.

Submittal Requirements. Contractor shall submit manufacturer’s technical data and installation instructions. CONTRACTOR shall also submit to the RESIDENT PROJECT COORDINATOR for review a shop drawing detailing the gabion basket layout, basket orientation and wall elevations including approximate step locations and basket transitions.

Installer Qualifications. Engage an experienced Installer with experience and qualifications that satisfy the requirements of the project pre-qualification process.

Materials.

All materials required to complete the installation of the gabion bank stabilization shall be included in the unit cost for GABION BANK STABILIZATION and will not be paid for separately.

GABIONS

- A. Gabions shall be fabricated, assembled, and installed in accordance with the nominal wire sizes and dimensions shown in Tables 1, using the following materials unless otherwise specified.

Table 1 – Minimum requirements*

Gabion baskets—height 12, 18, or 36 inches; length as specified.

Type of wire	Mesh	Wire	PVC	Total	Galvanized
	size	diameter	coating	diameter	coating
	(in)	(in)	(in)	(in)	oz./ft ²

Woven mesh	3.25 x 4.5	0.118	None	0.118	0.8
	3.25 x 4.5	0.105	0.02	0.145	0.8
Selvage		0.153	None	0.153	0.8
		0.132	0.02	0.172	0.8
Lacing and internal connecting wire		0.086	0.02	0.126	0.7

Type of wire	Mesh size (in)	Wire diameter (in)	PVC coating (in)	Total diameter (in)	Galvanized coating (oz./ft ²)
Welded mesh	3 x 3	0.118	None	0.118	0.8
	3 x 3	0.105	0.02	0.145	0.8
Spiral binder		0.105	0.02	0.145	0.8

*Note: The wire sizes and PVC coating thickness shown are nominal sizes. The wire sizes include the galvanizing coating thickness.

- B. Wire for fabrication and assembly shall be hot-dipped galvanized. The wire shall have a minimum tensile strength of 60,000 pounds per square inch. Galvanized steel wire shall conform to ASTM A 641, class 3, soft temper.
- C. Spiral binders are the standard fastener for welded-mesh gabion baskets and mattresses and shall be formed from wire meeting the same quality and coating thickness requirements as specified for the gabion baskets and mattresses.
- D. Alternate fasteners for use with wire mesh gabions, such as ring fasteners, shall be formed from wire meeting the same quality and coating thickness requirements as specified for the gabions.
- E. Standard fasteners and alternate fasteners must provide a minimum strength of 1,400 pounds per lineal foot for gabion baskets and 900 pounds per lineal foot for gabion mattresses. When used to interconnect gabion baskets or mattresses with PVC coating, ring fasteners shall be made of stainless steel and spiral fasteners will be PVC coated. All fasteners shall meet all of the closing requirements of the gabion manufacturer in addition to any requirements specified in section 7.

ROCK

- A. Rock for gabions shall meet the requirements of the Section 284 and Sub Section 1005.01 contained in the Standard Specifications.
- B. The stone shall conform to the requirements of Quality Designation A and shall not contain objectionable quantities of dirt, sand, clay, or rock fines. The stone shall be well graded with maximum stone dimensions ranging between 4 to 8 in. (100 to 200 mm). No stone shall have a minimum dimension less than 3 in. (75 mm), and the ratio of maximum to minimum dimension shall not be greater than two.

- C. The Gabion material shall be approved and assignable per the Illinois Department of Transportation AGSC Program at the stone provider's quarry. Stone Provider's Quarry shall be Vulcan Materials Company's Barbers Corners Quarry or approved equal.
- D. Coarse aggregate backfill shall meet IDOT requirements for the following gradations CA-1, CA-3 or RR-1.
- E. Stone riprap at face of gabions shall meet IDOT requirements for gradations RR-3.
- F. All rock shall be included in the unit cost for GABION BANK STABILIZATION and will not be paid for separately.

GEOTEXTILE FILTER FABRIC

- A. Geotextile filter fabric shall meet the requirements in Section 592 (Geotextiles) of the Illinois Urban Manual.

VEGETATIVE PLANTINGS

- A. Vegetative plantings shall be planted on the top of gabion baskets.

CONSTRUCTION REQUIREMENTS

- A. Construction shall be in accordance with the Sub Sections 284.03, 284.04 and 284.05 contained in the Standard Specifications.

EARTH EXCAVATION

- A. All earthwork excavation and removal from site related to the installation of the gabion baskets shall be included in the unit cost of this item and will not be paid for separately.
- B. Surplus or waste material resulting from the riprap operations shall be disposed of legally by the Contractor at his own expense.

Basis of Payment. These items will be paid for at the contract unit price per linear foot for GABION BANK STABILIZATION of the height specified, which price shall include all required excavation and disposal of excess material, granular backfill, compacted layer of bedding material, filter fabric, stone toe protection, in-stream work (creek diversion), dewatering, labor and any other items or materials required to complete the work for the wall height specified.

PULL BACK SLOPES

Description. The work consists of grading the banks of the channel to a slope as defined on the plans including both behind the Rock Toe Protection and behind the Gabion Bank Stabilization.

Installer Qualifications. Engage an experienced Installer with experience and qualifications that satisfy the requirements of the project pre-qualification process.

Materials.

All materials required to complete the installation of the gabion bank stabilization shall be included in the unit cost for PULL BACK SLOPES and will not be paid for separately.

Installation.

CONSTRUCTION REQUIREMENTS

- A. Construction shall be in accordance with the Sections 202 contained in the Standard Specifications.

EARTH EXCAVATION

- A. All earthwork excavation and removal from site related to the construction of the pulled back slopes shall be included in the unit cost of this item and will not be paid for separately.
- B. Surplus or waste material resulting from the operations shall be disposed of legally by the Contractor at his own expense.

Basis of Payment. This work shall be measured and paid for at the contract unit price per foot for PULL BACK SLOPES which includes all labor, equipment, excavation, and disposal of excess material and materials to complete the work as described herein.

ROCK TOE PROTECTION

Description. This item shall consist of furnishing all labor, materials, tools, and equipment required to install the stone toe protection as shown on the plans. This work shall also consist of excavating to the preferred grade and furnishing and placing stone riprap in accordance with Section 281 of the Standard Specifications at the locations and dimensions as shown on the final engineering plans or as directed by the Resident Project Coordinator. The stone shall be IDOT gradation RR-4 and have depth of at least 16-inches. A bedding layer (IDOT gradation CA-1) shall be at least 4-inches thick. The rock toe protection shall be 4-feet wide unless otherwise noted. Rock toe protection in front of the gabions shall be RR-3 and be 2 feet wide and shall be included in the unit cost of GABION BANK STABILIZATION.

Basis of Payment. This work shall be measured and paid for at the contract unit price per foot for ROCK TOE PROTECTION which includes all labor, equipment, excavation, disposal of excess material and materials to complete the work as described herein.

CONSTRUCTION ACCESS AND RESTORATION

Description. This work will include tree trimming, removal and replacement of fences, landscaping, and any other private property impacted by the site access. The site access shall be limited to the locations shown on the Final Engineering Plans. Additional or alternative access locations shall be determined in the pre-construction on-site meeting and will require approval of OWNER. The CONTRACTOR will be solely responsible for obtaining any additional access beyond what has already been provided to the site at no additional compensation.

All construction storage/stockpiles/staging shall be limited to the construction limits as defined on the Final Engineering Plans.

Access shall be in accordance with TRAFFIC CONTROL and STREET CLEANING, as it is directly from a public roadway. The CONTRACTOR shall not park any vehicles or block traffic on the public roadway and shall provide appropriate Illinois Department of Transportation (IDOT) signage for vehicles leaving and entering the site. All public roadways shall be kept clean of any debris from site work and all posted weight limits are to be respected.

Since the site access will be on or adjacent to private property, CONTRACTOR is responsible for preventing damage to private property including but not limited to trees, fences, landscaping, etc. The CONTRACTOR is also responsible for preventing damage to public property including but not limited to sidewalk, curb and gutter, etc. Any damage to public or private property must be restored to existing conditions.

Basis of Payment. This work shall be paid at the contract lump sum price for CONSTRUCTION ACCESS AND RESTORATION, which shall include all labor, equipment, and materials required to complete the work as specified herein.

IN-STREAM EROSION CONTROL

Description. This item shall consist of furnishing all labor, materials, tools, and equipment required to install the in-stream erosion control as shown on the plans. This item includes any maintenance or replacement of the in-stream erosion control features required throughout the construction.

Basis of Payment. This work shall be measured and paid for at the contract unit price of lump sum for IN-STREAM EROSION CONTROL includes all labor, equipment, excavation, disposal of excess material and materials to complete the work as described herein.

PATH REMOVAL AND REPLACEMENT

Description. This item shall consist of furnishing all labor, materials, tools, and equipment required to remove the existing path and installing the new path as shown on the plans following divisions 300 and 400 of the standard specifications

Basis of Payment. This work shall be measured and paid for at the contract unit price per square yard for PATH REMOVAL AND REPLACEMENT includes all labor, equipment, excavation, disposal of excess material and materials to complete the work as described herein.

RIVER BY-PASS PUMPING AND SITE DEWATERING

Description. This work shall consist of dewatering (regardless of the water source) all work areas to dredge and grade the existing creek channel, install streambank stabilization, and storm sewer, etc. to relatively dry conditions to maintain suitable working conditions and sediment control. **Products.** CONTRACTOR shall be responsible for the choice of the product(s) and equipment as well as “means and methods” for the River By-Pass Pumping and Site Dewatering Work to be performed subject to the review of the RESIDENT PROJECT COORDINATOR. All products and “means and methods” selected shall be adequate for the intended use/application. RESIDENT PROJECT COORDINATOR’S review does not relieve the CONTRACTOR from compliance with the requirements of the Standard Specifications and the requirements of this special provision. **Submittals.** CONTRACTOR shall submit to the RESIDENT PROJECT COORDINATOR for review a description of dewatering techniques and equipment to be used, together with detail drawings showing lengths of discharge piping and point(s) of discharge including sediment and erosion control procedures using Best Management Practices.

Best Management Practices are anticipated (but not limited to) to include:

- By-Pass Pumping
- Sump Pit
- Pumps, Hoses, Etc.
- Sediment Filter Bags
- Removal and proper disposal of all BMP’s and sediment associated with dewatering. Additional erosion and sediment control BMP’s as per RESIDENT PROJECT COORDINATOR’S and Lake County SMC’s direction

Responsibility. The CONTRACTOR shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as “means and methods” of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations, and these

Specifications. All product(s), equipment and “means and methods” selected shall be adequate for the intended use/application. Review by RESIDENT PROJECT COORDINATOR does not relieve CONTRACTOR from compliance with the requirements specified herein. The CONTRACTOR is cautioned that the existing river operates for the area and its function and capacity may not be impaired during construction. The CONTRACTOR may be granted an extension of time commensurate with the period in which the river is functioning during a rainfall event, but such extension of time shall in no case be greater than 48 hours after the end of a given rainfall event.

General Requirements. The CONTRACTOR shall select the pumps he/she desires to use and the rate at which the pumps discharge, but adequate protection at the pump discharge shall be provided by the CONTRACTOR, subject to review by the RESIDENT PROJECT COORDINATOR. The CONTRACTOR shall ensure that downstream water quality shall not be impaired. At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water (including ground water, ditch water, storm sewer water, storm runoff, and water generated from CONTRACTOR’S activities) entering any excavation or any other parts of the Work. The CONTRACTOR will be responsible for furnishing the necessary labor and supervision to set up and operate the diversion pumping system. The CONTRACTOR shall provide sufficient inspection personnel to ensure that surcharging and backups do not occur on public or private property while pumping or plugging operations are being conducted. If bypass pumping is required on a 24-hour basis, the pumping equipment shall be equipped with mufflers to minimize noise to a level of 75 decibels or less (at 30 feet). The CONTRACTOR shall be required to obtain permission from private property owners if it is necessary to string pipes or hoses on said property. Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent waterways, adjacent property, or streets or to other work under construction. Water shall be discharged with adequate erosion and sediment control protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the CONTRACTOR. The CONTRACTOR is responsible for providing any and all labor, materials and equipment needed for the DEWATERING in order to meet the scheduled completion of the project.

Bypass Pumping. Bypass pumping to keep the work areas relatively dry, shall meet the above requirements. The cost of this work is included in the cost of RIVER BY-PASS PUMPING AND SITE DEWATERING.

Requirements – Sediment Filter Bags.

- A. Sediment filter bags to be sized based on volume of water being pumped and quantity and type of sediment.
- B. Multiple discharges into a single bag are not permitted.
- C. Sediment filter bag shall be oriented to direct flow away from construction area and discharge filtered water into approved manhole or other receiving area.
- D. Sediment filter bag shall be replaced when it becomes ½ full of sediment or when the sediment has reduced discharge flow rate below the design requirements.
- E. Place straps, cross chains, pallets, or other lifting device under the sediment filter bag for ease of replacement.

Basis of Payment. This work will be measured and paid for at the contract lump sum for RIVER BY-PASS PUMPING AND SITE DEWATERING, regardless of the number of areas that require dewatering. Payment includes construction of the sump pit(s), dewatering filter bag, as detailed on the plans.

AS-BUILT DRAWINGS

Description. This work shall consist of the as-built survey and drawings completed by a Professional Licensed Surveyor.

All survey work performed by the Contractor shall meet the following standards.

- The completed work must be submitted in both hard copy and digital format which includes two (2) 22” x 34” hard copy paper bond plan sets, an electronic drawing file format (AutoCAD) and PDF.
- The file must have X, Y and Z coordinates attached to all points and contours and shall be tied into the Illinois State Plane Coordination System NAD 83 East Zone U.S. Survey Foot. If data is not acceptable to the OWNER and/or ENGINEER, meaning, not meeting the following specifications, the OWNER reserves the right to return data to CONTRACTOR until it is corrected to meet the following specifications with no further compensation due CONTRACTOR.
- The completed work must be stamped by a Professional Land Surveyor registered in the State of Illinois and must be submitted no later than 30 days after Final Completion of the project as determined by the ENGINEER.

The drawing shall meet the following specifications (as required per contract):

- Drawings shall note all dimensions and elevations in imperial (foot) scale to the nearest 0.01 foot.
- Include legend of symbology and abbreviations used in drawing.
- Show the location and elevations of existing and newly constructed improvements per construction project specifications.
- Do not break contour lines for elevation text nor shall text interfere with any mapping lines (do not trim to accommodate text).
- All contour lines should be continuous/closed polylines with respective “Z” coordinates.
- Spot elevations should have “Z” elevations and represented to the nearest .01 foot.
- All text associated with a spot elevation should match that elevation and be on a separate text layer.

Basis of Payment. The work shall be paid for at the contract LUMP SUM price for AS-BUILT DRAWINGS. Percentage payout for this item shall be at the discretion of the Engineer. No greater than 90% of this pay item may be paid out until the final As-Built drawings are received and approved by the Engineer.

MAINTENANCE AND MONITORING

Description. This work shall consist of monitoring and maintenance of the installed bank stabilization improvements for a period of three years after the completion of construction. **Maintenance.** The contractor shall be responsible for the following monitoring and maintenance tasks for a three-year period after the completion of construction.

Task	Frequency
Overall	
Control litter and debris	Spring, Summer & Fall

Gabion basket, stone toe, and riprap failures: Repair to establish original design intent. Seed with temporary cover crop on all slopes.	Spring, Summer, Fall
Bank Stabilization	
Banks/slopes: Inspect for scour, bank failure, erosion deficiencies along the stone toe and channel obstruction. Repair as needed.	After major rain event: Year 1 Spring: Years 2 and 3
Remove sediment deposited during high intensity storm events and mend channelized areas of incoming swales.	After major rain event: Year 1. Spring: Years 2 and 3
Vegetation	
Identify need for reseeding. Supplement alternative native vegetation if a significant portion has not established (90% of the surface area).	Spring & Fall
Remove invasive vegetation. Invasive vegetation including but not limited to purple loosestrife, buckthorn, phragmites, and reed canary grass – to be treated with herbicide and cut or pulled	Spring
High mow (no less than 12” high) in Years 1 and 2 to control invasive weeds and promote native establishment. Annually burn native vegetation after Year 2, or when suitable. Continue burn program every 2 to 3 years. Burning or high mowing in spring prior to plant growth or in fall after plants have gone to seed.	Spring OR Fall
Herbicide applications on an as-needed basis by a licensed applicator to control weed species, usually two applications/year for at least first 2-3 years.	Spring & Fall

Monitoring and Reporting. The CONTRACTOR shall provide quarterly written reports to the OWNER detailing the monitoring and maintenance performed.

Basis of Payment. This work shall be paid for at the lump sum price per year for MAINTENANCE AND MONITORING. The price shall include all necessary labor, material and equipment needed to perform the work described herein and as specified on the plans.

PROPOSAL TO THE BOARD

TO: SCHAUMBURG PARK DISTRICT
235 E. Beech Drive
Schaumburg, IL 60193

FROM: _____
(Name of Bidder)

Street Address

City State Zip

Phone

Fax

Contact person

FOR: LANCER CREEK STABILIZATION PROJECT

GENERAL ACKNOWLEDGMENT

The undersigned, having carefully examined the Contract Documents, all data made available, having visited the site of work and having become fully informed as to all existent conditions and limitations, including the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby propose to perform everything required to be performed, and to provide all the labor, materials, necessary tools, expendable equipment, all applicable taxes and fees and bonds, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the entire work in conjunction with the:

SCHAUMBURG PARK DISTRICT
LANCER CREEK STABILIZATION PROJECT
Schaumburg, IL 60194

LANCER CREEK STABILIZATION PROJECT

© Schaumburg Park District

May 20, 2026

in accordance with the Contract Documents as prepared by Schaumburg Park District, 235 E. Beech Dr., Schaumburg, Illinois 60193 dated May 20, 2026; including Addenda Number _____, _____, _____, issued thereto as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

AGREEMENT

In submitting this Bid, the undersigned agrees to hold this Bid open for sixty (60) days from submittal date; to enter into and execute a Contract with the Owner, within ten (10) working days after receiving Bid Award; to accomplish the work in accordance with the Contract Documents; and to complete the work by the time stipulated in the Agreement. In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and / or all bids and to waive any informalities in bidding.

Item	Description of Work	Qty	Unit	Unit Cost	Amount
1	PRE-CONSTRUCTION VIDEO RECORDING	1	LS		
2	CONSTRUCTION LAYOUT	1	LS		
3	IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL ANALYSIS	1	LS		
4	STABILIZED CONSTRUCTION ENTRANCE	160	SY		
5	CLEARING AND GRUBBING	1	LS		
6	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	732	IN		
7	TREE REMOVAL (OVER 15 UNITS DIAMETER)	186	IN		
8	SEED & BLANKET, CLASS 1	227	SY		
9	SEED & BLANKET (SHORTGRASS PRAIRIE SEED MIX)	912	SY		
10	SEED & BLANKET (WET PRAIRIE SEED MIX)	228	SY		
11	GABION BASKET BANK STABILIZATION (3.0 FEET TALL)	11	LF		
12	GABION BASKET BANK STABILIZATION (4.5 FEET TALL)	10	LF		
13	GABION BASKET BANK STABILIZATION (6.0 FEET TALL)	112	LF		
14	GABION BASKET BANK STABILIZATION (7.5 FEET TALL)	20	LF		
15	GABION BASKET BANK STABILIZATION (9.0 FEET TALL)	227	LF		
16	PULL BACK SLOPES	562	LF		
17	TOPSOIL FURNISH AND PLACE, 6"	1,367	SY		
18	ROCK TOE PROTECTION	562	LF		

19	CONSTRUCTION ACCESS AND RESTORATION	1	LS		
20	PERIMETER EROSION BARRIER	500	LF		
21	IN STREAM EROSION CONTROL	1	EA		
22	PATH REMOVAL AND REPLACEMENT	376	SY		
23	SAFETY RAILING	432	LF		
24	RIVER BY-PASS PUMPING AND SITE DEWATERING	1	LS		
25	AS-BUILT DRAWINGS	1	LS		
26	MAINTENANCE AND MONITORING	3	YEAR		

ALLOWANCE: \$ + 10,000.00 *(add to base bid totals)*

TOTAL BASE BID WITH ALLOWANCE TOTAL: \$ _____

RESPONSIBILITY FOR SUBCONTRACTORS

It shall be understood that the bidder’s proposal shall include full responsibility for the general administration, supervision, coordination, expediting, and management of payments of all his subcontractors.

ALLOWANCES

The undersigned hereby proposes to provide all the labor, materials, necessary tools, expendable equipment, fees, insurance, and bonds necessary to complete in a workmanlike manner the following Allowances. Allowances are to be included in Base Bid. Unused portions of Allowances are to be credited to Owner upon completion of the Work.

Allowance No. 1: Unforeseen Conditions / Allow \$10,000 (Ten thousand) total
Excluded Items

VOLUNTARY ALTERNATES

Contractors are encouraged to provide Voluntary Alternates. All Voluntary Alternates MUST be a modification to the Base Bid and shall not be included in the Base Bid.

Voluntary Alternates: **Add / Deduct / No change**

ALTERNATE BID #1: *Note: this will be in addition to BASE BID #22

LUMP SUM to remove remaining gravel base and bituminous concrete path from S. Summit Dr. to Fennel Ln.

LUMP SUM to install 6” compacted gravel base and one 3” lift of surface course of new bituminous concrete path from S. Summit Dr. to Fennel Ln.

As per plans and specifications \$ _____

CERTIFICATE OF COMPLIANCE / BID RIGGING

Illinois Compiled Statutes
720 ILCS 5/33E-1, et seq.

The Undersigned Contractor hereby certifies that said Contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 1961 720 ILCS 5/33E-1, et seq. (bid-rigging, bid rotation).

Contractor certifies that no owner, shareholder, officer, director or employee of the Contractor is related by blood or marriage to any Park Commissioner, officer, or employee of the Schaumburg Park District, except as listed below.

CERTIFICATE OF COMPLIANCE / DRUG FREE WORKPLACE ACT

Illinois Compiled Statutes
30 ILCS 580/1, et seq.

The Undersigned Contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

- A. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the Contractor's workplace or work site.
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3. Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace; and
 - b. The Contractor's policy of maintaining a drug free workplace; and
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace.
- D. Notify the Owner within 10 days after receiving notice under part (b) of paragraph (3) subsection (A) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.

- F. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required indicating that a trained referral; team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employees sanctions and remedies. A contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace.
 - 1. Take appropriate personnel action against such employee up to and including termination; or
 - 2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

CERTIFICATE OF COMPLIANCE / SEXUAL HARASSMENT POLICY

Illinois Compiled Statutes
775 ILCS 5/2-105, et seq.

The Undersigned Contractor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2 - 105) that [he, she, it] has a written sexual harassment policy that includes, at a minimum, the following information: (I) the illegality of sexual harassment; (ii) the definition of sexual harassment under State Law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

PREVAILING WAGE AFFIDAVIT

I, the Undersigned, on oath hereby state and certify that the Undersigned Company, pursuant to a Contract with the Schaumburg Park District has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for the County in which the work is taking place, and those prevailing rates are paid and shall be paid for each craft or type of worker needed to execute the aforesaid contract or to perform such work. I further agree to furnish certified payrolls attesting to the payment of prevailing wage upon request of the Schaumburg Park District.

CERTIFICATIONS:

The following certifications must be filled out and attached to the Bid Form. Failure to attach ALL forms WILL result in disqualification of the bid

1. TAX COMPLIANCE AFFIDAVIT
2. CERTIFICATION THAT BIDDER IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID RIGGING OR BID ROTATING CONVICTIONS.
3. CERTIFICATION THAT BIDDER HAS ADOPTED AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY AND REGARDING SUBSTANCE ABUSE PREVENTION PROGRAM
4. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY.
5. STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION.
6. VENDOR/CONTRACTOR INFORMATION REPORTING AND CERTIFICATION

SIGNATURE

Signed this _____ day of _____, _____.

Full Name of Bidder (Print)

- (a) Individual ()
- (b) Partnership ()
- (c) Corporation ()

Full Name of Bidder (Signature)

Official Title

Street Address

Email Address

If the Bidder is a Corporation, the Bidder will attach a notarized and verified document establishing that the signator has authority to execute the Bid Form on behalf of the Corporation.

NOTARIZATION

SUBSCRIBED AND SWORN TO:

Before me this _____ day
of _____, _____.

NOTARY PUBLIC

**BIDDER QUALIFICATION FORM FOR
THE SCHAUMBURG PARK DISTRICT
LANCER CREEK STABILIZATION PROJECT**

SUBMITTED TO: Schaumburg Park District
235 East Beech Drive
Schaumburg, Illinois 60193

Attention: TODD KING

NAME OF PROJECT: SCHAUMBURG PARK DISTRICT
LANCER CREEK STABILIZATION PROJECT

Submitted By: _____
(Name of Organization)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

1. Type of Firm:

- A. Corporation _____
- B. Partnership _____
- C. Sole Proprietorship _____
- D. LLC _____
- E. Other _____ (Explain)

2. How many years has your organization been in business as a general contractor under your present name?

3. Officers, Managers, Partners or Owners and Construction Experience:

<u>Name</u>	<u>Title</u>	<u>Years of Experience in Classification of Work Listed</u>
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4. Classification of work within own forces (list trades).

5. Number of personnel in organization:

- A. Administrative _____
- B. Engineering _____
- C. Office _____
- D. Shop _____
- E. Field _____
- F. Other _____

6. Are you licensed to do business in Illinois?

7A. If a corporation, your organization is incorporated under the laws of the State of?

7B. If an LLC, your company organized under the laws of the State of _____ (State in which your Articles of Organization are filed)

8. If your organization is a partnership, who is/are the general partners?

9. Is your organization in any way an outgrowth, result, continuation or reorganization of a former business?

If so, give the name and address of each predecessor business and the date of the change in entity.

10. A. In the last five (5) years, has your organization completed at least three (3) or more bank stabilization installations similar in size, scope, cost and complexity as this Project, and one of which having been performed for a park district, forest preserve district, school district or a municipality.

B. On a separate sheet, list the major projects your organization has completed in the past five (5) years, including all projects of a similar size, scope, cost and complexity as this Project. This list shall include the name of the project, owner, architect, contract amount, date of actual completion versus date of contracted completion, and percentage of the cost of the work performed with your own forces. Note which projects were performed for a park district, forest preserve district, school district or municipality. In addition, describe extra costs, if any, and reason for extra costs incurred to the owner. List the names and phone numbers of appropriate job reference individuals.

11. Submit documentation evidencing that for each of the last five (5) years your organization has had and maintained total bonding capability of not less than \$1,000,000 issued by a surety company(ies) with a financial strength rating (FSR) of at least an A- by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar agency, and that Contractor will be able to furnish a performance bond and labor and material payment bond on this project of not less than 110% of its bid amount from a surety company meeting the aforesaid minimum criteria and which is authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois.

12. Has your organization, its subsidiaries, affiliates or predecessors, ever sought protection under bankruptcy or receivership laws, or been adjudged a bankrupt in the last ten (10) years?

If yes, explain:

13. Has your organization ever failed to complete any work awarded to it in the last ten (10) years?

If yes, explain:

14. Has any principal, partner, officer, director, shareholder, manager or member of your organization been a principal, partner, officer, director, shareholder, manager, and/or member in any entity that failed to complete a project in the last ten (10) years?

If yes, explain:

15. In the last ten (10) years, has any judgment (s) been entered against your organization or predecessor or affiliated organization to your organization in favor of an owner or owners in any lawsuit (s) in which it was alleged by any owner or owners that your organization, or any principal, partner, officer, director, shareholder, manager, or member of your organization, or of any predecessor or affiliated organization, was guilty of fraud, misrepresentation and/or willful and wanton misconduct?

If yes, explain:

16. In the last ten (10) years, has any judgment (s) exceeding \$10,000 in the aggregate been entered against your organization, or any predecessor or affiliated organization to your organization, in favor of an owner or owners in any lawsuit (s) for breach of contract based on (i) the alleged failure of your organization to complete a project on time, (ii) defective workmanship and/or materials, and/or (iii) alleged failure to construct improvements in accordance with the plans and specifications for the Project?

If yes, explain:

17. In the last five (5) years, has your organization had mechanic's liens and/or claims for lien filed against (i) the property of an owner (s) with which it had a prime contract, (ii) the surety company that issued it performance bond (s) and/or labor and material payment bond (s), (iii) itself, and/or (iv) owner (s) on projects on which the Contractor was a prime contractor which exceeded

\$25,000 in the aggregate; or have any judgment(s) been entered which exceed \$10,000 in the aggregate (x) foreclosing any mechanic's lien, (y) against any surety company that issued it a performance and/or labor and material payment bond, an/or (z) against any owner (s) or the money, bonds, warrants or other property of any owner(s)?

If yes, explain:

18. On a separate sheet, list the names of projects, owners, architects, contract amounts, percent complete and scheduled completion of the major security projects your organization currently has in progress, and list the percentage of your organization's resources that are committed to these projects.

19. Describe your firm's ability to provide excellence in service follow up and coordination.

20. Is your organization an equal opportunity employer?

21. List the principal individuals of your organization and provide a resume for each individual likely to be involved in this Project, including the project manager who will be overseeing this Project.

22. List current projects for which your organization has submitted a bid and is a candidate for contract award.

23. List trade references:

24. List bank references:

25. List the name of surety company and name and address of agent that will be issuing the performance and payment bonds if your organization is awarded the contract for this Project.

26. List anticipated prime subcontractors for the following trades whom you propose to solicit for bid proposal:

- A. _____
 - 1. _____
 - 2. _____
- B. _____
 - 1. _____
 - 2. _____
- C. _____
 - 1. _____
 - 2. _____

Pursuant to information for prospective bidders for the Project, the undersigned is submitting the information as required with the understanding that it is for the use of the District to determine whether your organization is a responsible bidder by providing qualifications of your organization and the subcontractors you intend to engage are capable of performing the type and magnitude of the work included on a timely basis; and further guarantee the truth and accuracy of all statements made herein. The undersigned understands that the answers, information and/or documentation provided to the Park District hereunder may be subject to disclosure pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.) (the "Act"), and that the Park District makes no representations of any kind regarding whether such answers, information and/or documentation are exempt from disclosure under the Act. State of Illinois)

) ss:
County of _____)

The undersigned, being duly sworn, deposes and states on oath that he/she is the _____ of _____, and the answers to the foregoing questions and all statements therein contained are true and correct, and the information and documents furnished herewith are true and correct and contain no misstatement of material fact which would make such information and/or documentation otherwise misleading.

Signature

Print Name and Title

Subscribed & Sworn to before me
this _____ day of _____, _____

Notary Public

INSTRUCTIONS FOR QUALIFICATION OF GENERAL CONTRACTORS AND ITS PRIME SUBCONTRACTORS FOR SCHAUMBURG PARK DISTRICT – LANCER CREEK BANK STABILIZATION PROJECT

1. PURPOSE.

The purpose of qualification is to determine whether the General contractor and its Prime Subcontractors meet the attached Minimum Qualification Standards (the “Minimum Standards”) which are designed to assure that the contractor is a responsible bidder. This procedure will permit the Owner to evaluate a general contractor’s capabilities to undertake and complete the construction and installation of the proposed Improvements and related site work (the “Project”) on a timely basis and workman like manner in accordance with the Contract Documents. It will also satisfy the Schaumburg Park District’s policies and statutory requirements relative to competitive bidding and the fair selection of contractors without interfering with optimum scheduling of construction.

2. WHO MUST QUALIFY.

Each general contractor (the “Contractor”) that wishes to bid on this job must submit the required qualification information for itself and its Prime Subcontractors (as defined in the Minimum Standards).

3. FACTORS CONSIDERED.

In order to provide a fair basis for determining the qualification of Contractors that will bid on the Project, the Qualification form contains questions from which the Owner can determine that the Contractor and its Prime Subcontractors meet the Minimum Qualification Standards. The Minimum Qualification Standards relate to: Whether the Contractor is a qualified bidder for a project of the size, scope, cost, and complexity as this Project, and also take into account the qualifications and of its Prime Subcontractors (hereinafter defined) with respect to this Project; the Contractor’s ability to perform the work in a workman like manner; the Contractor’s experience with the type of work to be bid; the organizational structure of the Contractor; contracts completed during the last five years; contracts currently under construction; contracts being bid; bankruptcy, claims, liens and suits; references; Contractor’s insurance coverages and ability to obtain the Payment and Performance Bonds required hereunder. A copy of the Bidder Qualification Form is attached.

4. APPLICATION.

Qualification information must be submitted on the forms provided by the Owner with the Contractors sealed bid. Failure to include a fully documented Qualification Form with the Bid **WILL** result in disqualification of the Contractor’s bid.

5. INFORMATION ABOUT MINIMUM QUALIFICATION REQUIREMENTS.

For additional information about the qualification requirements or the required forms, contact Todd King, Superintendent of Parks and Planning, Schaumburg Park District, 235 East Beech Drive, Schaumburg, Illinois 60193, (847-985-2115).

6. ADDITIONAL INFORMATION.

Owner reserves the right to require a Contractor and/or its or some or all of its Prime Subcontractors to furnish additional information to clarify its submittal. Notwithstanding the foregoing, however, the Owner shall not be obligated to allow a Contractor to supplement their qualification submittal.

7. BID NOTICE.

Consistent with the Schaumburg Park District's policies relative to competitive bidding, legal notice of the bidding process noting that bidders must meet certain Minimum Qualification Standards for this project will be published in the Daily Herald, a publication of local circulation, a copy of said notice is attached hereto and is incorporated herein.

8. INSURANCE.

The types and amounts of coverage's set forth in the Agreement are the minimum requirements for the Project Work. Each contractor should attach a copy of its certificate(s) of insurance with its qualification document submission.

END OF SECTION

TAX COMPLIANCE AFFIDAVIT

The undersigned, being the duly appointed official of _____
(Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the Internal Revenue Service.

Signature

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Company).

Dated: _____

Notary Public

CERTIFICATION THAT BIDDER
IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO
BID-RIGGING OR BID-ROTATING CONVICTIONS

The undersigned hereby certifies that _____ (Name of Company) ("Bidder") is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid-rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned further certifies that no officers or employees of the Bidder's firm have been so convicted and that Bidder is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to Schaumburg Park District, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

Dated: _____

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Company).

Dated: _____

Notary Public

**CERTIFICATION THAT BIDDER HAS ADOPTED
AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY
AND REGARDING SUBSTANCE ABUSE PREVENTION PROGRAM**

The undersigned hereby certifies that _____(Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

The undersigned further certifies that it has or will have in place prior to commencement of the Project Work, a written substance abuse prevention program which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Projects Acts (PA 95-0635) (the "Act") to the extent required under said Act.

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)

) SS.

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Company).

Dated: _____

Notary Public

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any BIDDER or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name of Bidder: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes___ No___
2. Compliance reports were required to be filed in connection with such contract or subcontractor. Yes___ No___
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes___ No___
4. If answer to Item 3 is "No", please explain in detail below.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

**STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (111. Rev. Stat., Ch. 127, par. 152.31 1). The Drug Free Workplace Act effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establish a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (F) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Signature of Authorized Representative

Printed Name and Title

Date

**VENDOR/CONTRACTOR INFORMATION
REPORTING AND CERTIFICATION**

Pursuant to Public Act 102-0265 codified as 35 ILCS 200/18-50.2, all vendors, contractors and the subcontractor(s) of each vendor, and the subcontractor(s) of each contractor doing business with the Schaumburg Park District (the "SPD"), including all vendors to whom or to which the SPD intends to issue, or with whom or to which the SPD has issued a purchase order to, or with whom or to which the SPD, intends to enter a contract for, or has entered a contract for the purchase of goods and/or services, and/or for the construction, installation, maintenance, cleaning and janitorial services, demolition or replacement of any improvements upon or to any property owned, leased or controlled by the SPD, or for performance of any public work upon any such SPD property, shall certify for himself, herself or itself, and shall require each of its subcontractors to certify and furnish the following information with its purchase order request, invoice, proposal, bid or contract:

- (1) Whether the vendor or contractor, or any of the vendor's or contractor's subcontractor(s) is a minority-owned, woman-owned or a veteran-owned business as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.) (the "Act").

YES _____ NO _____

- (2) If the answer to question (1) is yes, list the names and addresses of each such vendor, contractor, and subcontractor and the category under the Act that each such vendor, contractor, and subcontractor falls under:

Indicate category: Minority-Owned ("MO")
 Woman-Owned ("WO")
 Veteran-Owned ("VO")

Name	Address	Category
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Add supplemental pages if more than 3.)

- (3) Whether the vendor, contractor or any of his, her, their or its subcontractors hold any certifications as a minority-owned, woman-owned and/or veteran-owned business as defined in the Act.

YES _____ NO _____

(4) If the answer to question (3) is yes, list the name and address for each vendor, contractor and subcontractor, and the category for each:

Indicate category: Minority-Owned ("MO")
 Woman-Owned ("WO")
 Veteran-Owned ("VO")

Name	Address	Category
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Add supplemental pages if more than 3.)

Attach a copy of each such certification(s) as a minority-owned, woman-owned, and/or veteran-owned business as defined in the Act for each vendor, contractor, and subcontractor listed in you answer to question (4).

(5) If a vendor, contractor, or subcontractor listed in your answer(s) to Questions (2) and/or (4) self-certifies as a minority-owned, woman-owned, or veteran-owned business, then furnish and attach written documentation evidencing that the vendor, contractor, or subcontractor(s) qualify as a small business under the federal Small Business Administration standards.

Dated: _____

Name of Vendor, Contractor or Subcontractor

Signature

Name of Person Signing

Title of Person Signing