



Project Manual for **Ron Ory Community Garden Improvements**

Bids are due and will be opened and read aloud
at 10:00 AM April 10, 2025 at the
Naperville Park District Administration Building
at 320 W. Jackson Ave., Naperville, Illinois, 60540

Prepared by:
The Naperville Park District
Office of Park Planning & Development
630-848-5010

March 25, 2025

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Naperville
Park District™

**BIDDING INFORMATION
&
CONTRACT REQUIREMENTS**

ADVERTISEMENT FOR BID

Sealed bids for Ron Ory Community Garden Improvements will be accepted at the Naperville Park District Administration Building, 320 W. Jackson Ave., Naperville, Illinois 60540, until 10:00 AM, April 10, 2025, at which time bids will be publicly opened and read aloud.

Bid documents may be obtained upon request. Request for digital bid documents must be submitted to Lois Szalinski by email at lszalinski@napervilleparks.org. All necessary bid documents will be emailed at no cost. Hard copies are not available.

The scope of work includes the replacement of the existing gravel lot with pervious paving block, concrete curbing and flat work, site lighting, excavation and drainage, landscaping as well as other miscellaneous sitework to complete project as shown in the Drawings and Specifications. Funding for this project provided, in part, by the Illinois Environmental Protection Agency through the Green Infrastructure Grant Opportunities Program. Requiring additional paperwork noted in the project manual.

A pre-bid meeting/walkthrough will be held at the Ron Ory Community Garden Plots, 811 S. West Street, Naperville, IL 60540 on 1:30 PM, April 3, 2025. A brief overview of the scope of work and general requirements will be provided. Following the overview, attendees will be able to familiarize themselves with existing conditions and ask questions. Attendance is highly advisable but not required.

All questions concerning this project or those concerning bidding requirements should be directed to Peggy Motta in writing to pmotta@napervilleparks.org. **Questions will be received in writing only through 12:00 PM, April 7, 2025.**

Requirements for Performance and Bid Bonds

1. A bid bond is not required for this project.
2. If a bid is accepted, a Surety Bond (aka Performance and Labor & Material Payment Bond), payable to the Naperville Park District, for not less than one hundred (100%) percent of the contract amount will be required prior to beginning construction. A Surety Bond, payable to the Naperville Park District, for not less than one hundred (100%) percent of the contract amount is required by Statute prior to beginning construction on all projects where the Contract Sum is \$150,000 or more and may be required for projects \$150,000 or less at the discretion of the Naperville Park District. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
3. If a bid is accepted, the Contractor will be required to file a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the work. Said program shall be available to the general public.

Award of Contract

It is anticipated that the contract will be awarded in May. The Park District reserves the right to reject any non-responsive or non-responsible Bids or to reject all bids and waive any informality or technicality in any Bid in the interest of the Park District.

Publish: Daily Herald

INSTRUCTION TO BIDDERS

A. SCOPE

The Contractor shall furnish all labor, materials, tools and equipment required to complete the construction indicated in these Drawings and Specifications.

B. PROJECT IDENTIFICATION AND LOCATION

Project Identification: Ron Ory Community Garden Improvements

Project Location: 811 South West Street, Naperville

C. RECEIPT AND OPENING OF BIDS

1. Sealed bids shall be received by **10:00 AM April 10, 2025**, at the Naperville Park District, 320 W. Jackson, Naperville, Illinois 60540 at which time all bids will be publicly opened and read aloud.
2. Bids may be hand delivered or mailed/shipped to the Naperville Park District Administration Building, 320 W. Jackson Ave., Naperville, IL 60540, M-F 8:00AM - 4:00 PM.
3. The Park District reserves the right to reject any or all bids and to waive any formality or technicality in any Proposal in the interest of the Park District.
4. Any bid received after specified bid opening time will not be considered.
5. Contractor is required to hold total bid price for 90 calendar days after bid opening.

D. PREPARATION OF BIDS

1. Each bid shall be submitted on the Bid Form furnished in these documents.
2. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, and enclosed in an opaque envelope, sealed, and clearly addressed as follows:

SEALED BID – RON ORY COMMUNITY GARDEN PLOT IMPROVEMENTS

The envelope shall also contain the name and address of the bidder. The Park District will not be responsible for premature opening of bid envelopes that are not properly marked.

3. The Contractor is required to provide a year-long warranty on all work performed. Any costs associated with such warranty shall be included in the bid.
4. The Contractor is responsible for coordinating and obtaining all necessary registrations associated with this construction project.

E. EXAMINATION

1. Each bidder shall first examine the site, taking into consideration all such conditions that may affect this work. A submission of a proposal implies that this examination has been made.
2. **A pre-bid meeting/walkthrough will be held at the Ron Ory Community Garden Plots on 1:30 PM. April 3, 2025.** A brief overview of the scope of work and general requirements will be provided. Following the overview, attendees will be able to familiarize themselves with existing conditions and ask questions.

Attendance is highly advisable but not required.

3. Each bidder shall examine each and every part of these Specifications and Drawings in order to comply with all requirements.

F. QUALIFICATIONS OF BIDDER

The Park District may only award a bid to the lowest responsive and responsible bidder and therefore may take action deemed necessary to investigate the qualifications of each bidder. Each bidder shall complete the affidavit of experience form in these Bid Documents and submit such form with the bid form. The Park District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form. Potential bidders must demonstrate that it has successfully completed five projects of similar scope and cost. It also must demonstrate it contains sufficient resources, i.e. capital, construction machinery, sub-contractors, etc. to accomplish all construction tasks to complete the project by the specified construction date.

G. ADDENDA AND INTERPRETATION

If errors or inconsistencies are discovered in Bid Documents or if bidder is in doubt as to their meaning, bidder shall request for interpretations of the Bid Documents in writing. All questions concerning this project or those concerning bidding requirements should be directed to Peggy Motta in writing to pmotta@napervilleparks.org. **Questions will be received in writing only until 12:00 PM April 7, 2025.**

Interpretations, corrections and changes to the contract documents will be made only by addenda. Addenda will be distributed to all known parties having received Bid Documents.

H. CONTRACT DOCUMENTS

The Bidder to whom the project is awarded will be required to enter into a contract with the Naperville Park District for the extent of the work and contractual amount until the completion of the agreed work. The awarded Bidder will be required to enter into a contract with the Naperville Park District within ninety (90) days after acceptance of the bid price.

I. REQUIREMENTS FOR BID BOND and PERFORMANCE BOND; SUBSTANCE ABUSE PREVENTION PROGRAM

1. A bid bond is not required for this project.
2. If a bid is accepted, a Surety Bond (aka Performance and Labor & Material Payment Bond), payable to the Naperville Park District, for not less than one hundred (100%) percent of the contract amount will be required prior to beginning construction. A Surety Bond, payable to the Naperville Park District, for not less than one hundred (100%) percent of the contract amount is required by Statute prior to beginning construction on all projects where the Contract Sum is \$150,000 or more and may be required for projects \$150,000 or less at the discretion of the Naperville Park District. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
3. If a bid is accepted, the Contractor will also be required to file a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the work. Said program shall be available to the general public.

J. SUBMITTAL OF PLANS AND SPECIFICATIONS

Before commencing work, the Contractor shall submit for approval three copies of the manufacturer's information covering all materials and equipment that he proposes to furnish. The Contractor shall commence no work nor purchase any materials prior to the approval of the submittals except at the Contractor's risk. Approval of the submittals by the Owner shall not be considered a waiver of any provisions of the specifications nor shall they be construed to permit a waiver from any of the performance criteria required at the final inspection.

K. MATERIALS

All materials supplied by the Contractor under the provisions of these Specifications and Plans shall be new materials of the kind and character called for. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the Owner. All material and equipment to be furnished under these Specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

L. SUBSTITUTION OF MATERIALS

The materials specified have been determined to have the characteristics appropriate for the purpose of the project. In the event, however, the clause "or equal" is used in the Specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted for written approval of the Owner or his representative by **12:00 PM April 7, 2025**. Bids which propose to use a non-approved alternate will be rejected. The Owner reserves the right to reject any or all bids.

M. AWARDING OF CONTRACT

1. It is anticipated that the winning bid will be presented to the Board of Commissioners for approval in May.
2. Bid will be awarded to the lowest responsive and responsible Bidder. Owner reserves the right to accept or reject any or all bids for any reason, to waive all informalities in connection therewith, to award a contract for any part of the work or the project as a whole, or to make the award in such a manner as the Owner may deem right and proper for the best interest of the Owner. Owner shall also have the right to accept Alternates in any order or combination, including the right to determine the low bid on the basis of the sum of the Base Bid, or Base Bid and any combination of Alternates. Owner also reserves the right to use all publicly available information in making a determination on whether a Bidder is a responsible bidder.

N. COMPLETION OF CONTRACT WORK

All work contained in these documents shall be completed no later than the following dates:

Work to commence: September 2, 2025

Substantial completion: 120 days from Notice to Proceed

Final completion: 135 days from Notice to Proceed

It is anticipated that a Notice to Proceed will be issued on September 2, 2025, following Contract award.

This project will be subject to Liquidated Damages. (See Special Conditions)

O. BASIS OF PAYMENT

Payments shall be made for ninety (90%) percent of the bid price upon completion of work or portion thereof. The balance of ten (10%) percent shall be paid after receipt of final waivers of lien for all materials used and within sixty (60) days of work completion.

P. GOVERNING LAWS AND REGULATIONS

The Bidder to whom the work is awarded shall perform all work and use only those materials that conform to city, state and federal codes regarding health, safety and welfare. The Naperville Park District shall be held faultless for failure of work and material that does not conform to such codes. The Contractor shall comply with Equal Opportunity clause required by the Illinois Fair Employment Practices Commission.

This contract involves a public work paid for with public funds and is therefore subject to the Illinois Prevailing Wage Act. Accordingly, Contractor shall comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Naperville Park District. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, including certified payroll. Contractor 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 in every way defend and indemnify Naperville Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Naperville Park District agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

The Contractor shall also:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
- (2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records as required by Statute including certified payroll or, in lieu thereof.

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

Contractor agrees to maintain all records and documents for projects of the District in compliance with the

Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the District and if possible, the District shall request an extension so as to comply with the Act. In the event that the District is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

BID FORM

OWNER: Naperville Park District
320 West Jackson Avenue
Naperville, IL 60540

Company Name _____

PROJECT: Ron Ory Community Garden Plots Improvements

Sealed bids shall be received by **10:00 AM April 10, 2025** at the Naperville Park District, 320 W. Jackson, Naperville, Illinois 60540 at which time all bids will be publicly opened and read.

A. ACKNOWLEDGEMENTS

1. **Receipt of Documents:** Bidder has received a complete set of specifications and plans and understands the meaning of their content, and shall willingly comply with the guidelines set forth in these documents. ___ Yes; ___ No.
2. **Identification of Documents Received:** The following is a checklist of documents that should appear in the Bid Documents. Please complete the checklist and contact the Park District if any of the documents have been omitted.

	<u>Yes</u>	<u>No</u>
BIDDING INFORMATION & CONTRACT REQUIREMENTS		
Advertisement for Bid.....	___	___
Instruction to Bidders	___	___
Bid Form	___	___
Schedule of Unit Prices	___	___
Addendum	___	___
Affidavit of Experience	___	___
Contractor's Certification	___	___
List of Subcontractors & Suppliers	___	___
Certification of No Tax Delinquency	___	___
Contract (Sample – AIA Document A101-2007).....	___	___
Supplemental Conditions to AIA Document A101-2007.....	___	___
General Conditions (AIA Document A201-2007)	___	___
Supplemental Conditions to AIA Document A201-2007.....	___	___
Application for Payment (AIA Documents G702 & G703).....	___	___
Certificate of Substantial Completion (AIA Document G704)	___	___
Affidavit of Release of Liens (AIA Document G706A)	___	___
Special Conditions.....	___	___
Notice to Proceed.....	___	___
Substance Abuse Prevention Program.....	___	___
 DIVISION 1 – GENERAL REQUIREMENTS.....	 ___	 ___
TECHNICAL SPECIFICATIONS.....	___	___

B. PROPOSAL

PROPOSAL FORM –Ron Ory Community Garden Plots Improvements

Sealed bids shall be received by **10:00 AM April 10, 2025**, at the Naperville Park District, 320 W. Jackson, Naperville, Illinois 60540 at which time all bids will be publicly opened and read.

- Bidder is to complete the Proposal Form and enter total amount in appropriate space within the Bid Form.
- Each line item will include all labor, materials, equipment, services, etc. for completing the work associated with each respective trade per Drawings & Specifications.
- Bidder is responsible for performing all quantity take-offs necessary to complete the work as drawn and specified. Any quantities provided below are for convenience only.
- The successful Bidder will be required to enter into a lump sum contract agreement with the Park District.
- This Proposal Form will become part of the Contract Documents and will be used as a basis for reviewing the Contractor's Applications for Payment.

No:	Description	Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	LS		
Sub Total					\$ -
	Removals				
2	Gravel Removals (8" depth)	2,591	SY		
3	Miscellaneous (concrete, light poles, raised beds, landscape, etc.)	1	LS		
4	Traffic Control	1	LS		
5	Temporary Chain Link Fencing Allowance	600	LF		
6	Erosion Control (Silt Fence & Inlet Protectors)	1	LS		
Sub Total					\$ -
	Earthwork				
7	6" Topsoil Excavation	92	CY		
8	Clay Excavation & Removal	1,090	CY		
9	Construction Layout	1	LS		
10	CCDD Testing	1	LS		
11	Subgrade of Proposed Parking	2,591	SY		
12	Backfill Curb and Gutter	1,165	LF		
Sub Total					\$ -
	Utility Work				
13	4" PVC	1,365	LF		
14	8" PVC	182	LF		
15	Clean Out	10	EA		
16	Connection to existing manhole	3	EA		
17	Relocate water spigot	1	EA		
Sub Total					\$ -

No:	Description	Quantity	Unit	Unit Price	Total Cost
	Paving				
18	Barrier Curb	2,095	LF		
19	Concrete Sidewalk (4" base, 5" Concrete)	10,840	SF		
20	Concrete Pavement (4" base, 8" Concrete)	2,910	SF		
21	Pervious Pavers and Base Course	5,194	SY		
22	Soil Conditioning	5,194	SY		
23	Striping and Signage	1	LS		
24	Asphalt patch near Cold Storage Building	1	LS		
Sub Total				\$	-
	Lighting (Supply and Install)				
25	Community Gardens Parking Lot Lighting (SL-3 & Electric Wiring)	9	EA		
26	Knoch Park South Lighting (SL-1 & Electric Wiring)	2	EA		
27	Knoch Park South Lighting (SL-2 & Electric Wiring)	2	EA		
28	Lighting Controller (and Wiring)	1	EA		
Sub Total				\$	-
	Site Work				
29	ADA Signs	5	EA		
30	Site Restoration/Grading	1	LS		
31	Turf Seeding (Class 1A)	1	LS		
32	Raised Garden Bed (Install Only)	24	EA		
33	General Conditions and Restoration	1	LS		
Sub Total				\$	-

RON ORY COMMUNITY GARDEN IMPROVEMENTS BASE BID (TOTAL 1 THROUGH 33):

The sum of: _____ **Dollars(\$** _____ **)**

The unit prices listed in the Bid Form shall provide the basis for determining additions to or deletions from the contract, or any adjustment if the Owner elects to add or delete a portion of the items listed. It is agreed that the additions or deletions are subject to the General Conditions, Special Provisions, Supplementary Conditions and Specifications included in the original contract documents.

BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.

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The Bidder hereby agrees to provide all labor, materials, tools and equipment required to complete project construction in conformance with the terms of the Project Manual.

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To the extent that it applies, the Bidder has filed a Employer Report Form with the IDHR. IDHR Number is:

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BID WILL BE AWARDED TO LOWEST RESPONSIVE, RESPONSIBLE BIDDER. OWNER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS FOR ANY REASON, TO WAIVE ALL INFORMALITIES IN CONNECTION THEREWITH, TO AWARD A CONTRACT FOR ANY PART OF THE WORK OR THE PROJECT AS A WHOLE, OR TO MAKE THE AWARD IN SUCH A MANNER AS THE OWNER MAY DEEM RIGHT AND PROPER FOR THE BEST INTEREST OF THE OWNER. OWNER SHALL ALSO HAVE THE RIGHT TO ACCEPT ALTERNATES IN ANY ORDER OR COMBINATION, INCLUDING THE RIGHT TO DETERMINE THE LOW BID ON THE BASIS OF THE SUM OF THE BASE BID AND ALTERNATES.

SIGNATURE: _____

TITLE: _____

1. Firm Name:
2. Address (Street):
(City, state, zip):
3. Phone:
4. Date:

ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1: _____
Signature Title

ADDENDUM NO. 2: _____

ADDENDUM NO. 3: _____

ADDENDUM NO. 4: _____

ADDENDUM NO. 5: _____

ADDENDUM NO. 6: _____

ADDENDUM NO. 7: _____

ADDENDUM NO. 8: _____

STATE OF _____)
COUNTY OF _____)SS:

_____ of _____
(sole owner, member of firm, corporate official) (individual, firm, corporate name)

Project	Owner Contact Info	Contract Amount	Completion Date

(Signature)

Notary Public

CONTRACTOR'S CERTIFICATION

In Compliance 720 ILCS 5/33E-11:

_____, a(n) _____
Print name of Contractor Individual, Partnership, and Corporation

As part of his bid on the above-sole referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

Date

Contractor

By: _____

Title: _____

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 executed the foregoing certification as his/her free act and deed.

Dated: _____ Notary Public: _____

LIST OF SUBCONTRACTORS & SUPPLIERS

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten days before the start of the work that is involved.

Failure to complete this list may result in reject of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Sub-Contractors

Work Assignment

Suppliers

Material

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

CERTIFICATION OF NO TAX DELINQUENCY

I, _____, do hereby swear or affirm that the individual or entity which is about to enter into the attached contract with the Naperville Park District is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

By: _____

Title: _____

Address: _____

SUBSCRIBED AND SWORN to before me
on this _____ day of _____, 2025.

Notary Public

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

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

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

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

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

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

- ☐ Not later than () calendar days from the date of commencement of the Work.

Init.

☐ By the following date:

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

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

_____ %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

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

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

Init.

☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

MODIFICATIONS TO AIA DOCUMENT A101-2017

The following modifies the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017. Where a portion of the Agreement is modified or deleted the unaltered portions of the Agreement shall remain in effect. To the extent there is a conflict between this document and the A101-2017, the terms of this document shall prevail. Additional modifications will be made following receipt of the bids and award selection, and prior to formal execution of this Document, in order to complete the entry of information and the appropriate terms and conditions.

TABLE OF ARTICLES

1. Delete "Exhibit A Insurance and Bonds"
2. Add to end: "Article 10 Insurance and Bonds"

ARTICLE 1 CONTRACT DOCUMENTS.

Modify as appropriate.

ARTICLES 2-4: Make reference to Project Manual as appropriate.

SECTION 5.1.3 PROGRESS PAYMENTS

Delete Section in its entirety, and replace with: "Applications for payment shall be processed in accordance with the Illinois Prompt Payment Act and as set forth in the General and Supplemental Conditions."

SECTION 5.3

1. Delete article in its entirety, and replace with "Applications for payment shall be processed in accordance with the Illinois Prompt Payment Act and as set forth in the General and Supplemental Conditions."
2. Add "All references to interest are hereby deleted."

SECTION 6.2 BINDING DISPUTE RESOLUTION

1. Delete "subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2017" after "For any Claims" in the first line.
2. Litigation in a court of competent jurisdiction shall be the method of dispute resolution.

SECTION 8.5.2

1. Delete "AIA Document A101TM-2017 Exhibit A," and replace with: "as set forth in Article 11 of AIA Document A201-2017."
- 2.

ADD NEW ARTICLE 10:

"ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2017, and any modifications or Supplemental Conditions thereto."

AIA® **Document A201™ – 2017**

General Conditions of the Contract for Construction

for the following **PROJECT**:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), 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 the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal 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 Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the 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 and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform 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 or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 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 to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, 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.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the 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. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, 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. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 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), but only to the extent caused by the 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 indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's 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 has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the 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, suppliers, their agents or employees, or other persons or entities 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 in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of 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

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; 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 pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 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 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.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period 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. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract 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 that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 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:

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

§ 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 prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 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 Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the 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.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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 prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 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 evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 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 Section 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 withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 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 pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The 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 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

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 binding dispute resolution, then the Contractor may, upon seven additional days' 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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 that 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 prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the 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 sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. 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.

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

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

§ 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 the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. 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 on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as 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, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 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, corrected, 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 the 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.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 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, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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 Sections 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 Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or 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 Section 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 permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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 requested in writing by the Architect, be uncovered for the Architect's examination 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 that the Architect has not specifically requested to examine 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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, 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 that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .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 Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 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, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. 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 the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 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.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

Init.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

MODIFICATIONS TO AIA DOCUMENT A201-2017

The following modifies the "General Conditions of the Contract for Construction," AIA Document A201-2017. Where a portion of the Agreement is modified or deleted the unaltered portions of the Agreement shall remain in effect. To the extent there is a conflict between this document and the A201-2017, the terms of this document shall prevail.

ARTICLE 1 GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 The Contract Documents

Add "Advertisement for Bids, Invitation & Instructions to Bidders, Conditions (General, Supplementary and Special Supplementary), Project Manual, Proposal, Surety Bond, Performance Bond, Labor and Material Payment Bond, Plans, Drawings, Specifications, Addenda" after "other documents listed in the Agreement" in lines 3-4.

Delete "Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements."

1.1.2 The Contract

Add "provided, however, Owner shall be a third party beneficiary of any Subcontract agreement under the circumstances set forth in Article 5 herein" after "Sub-subcontractor" in line 5.

1.1.7 Instruments Of Service

Delete this paragraph in its entirety.

Replace heading with "**1.1.7 The Project Manual**" and add the following:
"The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications."

1.2 Correlation And Intent Of The Contract Documents

1.2.1 Delete "indicated" and replace with "intended" before the work "results" in line 4.

Add the following at the end of the paragraph: "In the event the Contract Documents conflict, Contractor shall comply with the more stringent of the requirements."

1.4 Interpretation

Change the heading to "**1.4.1 Interpretation.**"

After 1.4.1, add new section "**1.4.2 Headings.** The headings for each paragraph of the Contract Documents are for convenience and reference purposes only and in no way define, limit or describe the

scope or intent of said paragraphs or of the Contract Documents nor in any way affect the Contract Documents.”

ARTICLE 2 OWNER

2.2 Evidence of the Owner’s Financial Arrangements

Delete paragraph 2.2 in its entirety and replace with the following:

“2.2 Decision of the Owner. All work done under this Contract shall be done to the satisfaction of the Owner who shall in all cases determine the amount of work done which is to be paid for under this Contract. The Owner shall decide all questions that may arise as to the measurements of quantities and the fulfillment of this Contract on the part of the Contractor, and shall determine all questions concerning the true intent or meaning of the Plans and Specifications and his determination and decision shall be final and conclusive.”

2.2.1 Delete paragraph in its entirety.

2.2.2 Delete paragraph in its entirety.

2.2.3 Delete paragraph in its entirety.

2.2.4 Delete paragraph in its entirety.

2.3 Information And Services Required Of The Owner

2.3.2 Delete “Owner shall retain an architect” and replace with “Architect is the person” in line 1.

2.3.3 Delete paragraph in its entirety.

2.3.4 Delete “The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.”

Add the following to the end of the paragraph: “The furnishing of surveys by the Owner is not a guarantee of the accuracy of the information contained therein, and shall not relieve the Contractor from its duties under the Contract Documents in general. The submission of a bid for the Work implies that the Contractor has examined the site, taking into consideration all such conditions that may affect the Work, regardless of the information contained in the surveys.”

Add the following: “Any information furnished by the Owner shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.”

2.4 Owner’s Right To Stop The Work

Delete “repeatedly” after “Section 12.2” in line 2.

Add “any portion of the” after the phrase “fails to carry out” in line 2.

Add “or in the event an emergency arises that requires the Work to be stopped,” after the phrase “in accordance with the Contract Documents” in line 2.

Add “or the emergency no longer exists;” after “such order has been eliminated.”

2.5 Owner’s Right To Carry Out The Work

Delete “ten-day period” and replace with “seven-day period” in line 2.

Add “or other deficiency” after the word “neglect” and before “with diligence” in line 3.

Delete “prior approval” and replace with “prior evaluation” in line 4.

Delete “reasonable cost” and replace with “actual cost” in line 6.

Delete “failure” and replace with “other deficiency” in line 8.

Add “Owner’s rights under this Article 2 for Contractor’s deficiencies in the Work are not Owner’s sole remedies, but are cumulative and may be exercised along with any other rights of Owner as permitted by law” to the end of the paragraph.

Add “For this contract, a labor dispute shall be defined as any slow-down or cessation of work. In the event of a labor dispute which results in a slow-down or cessation of work, the notice provisions of this Section shall not apply, but shall be governed by Section 3.4.6 of these Supplementary Conditions.”

ARTICLE 3 CONTRACTOR

3.1 General

3.1.2 Add “High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the Contract Documents will be removed and replaced by the Contractor until satisfactory results are obtained” after the first sentence.

3.2 Review Of Contract Documents And Field Conditions By Contractor

3.2.1 Delete and replace entire Subparagraph with the following:

3.2.1 Execution of the Contract by the Contractor is a representation by the Contractor, that the Contract Documents are full and complete, are sufficient to enable the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor’s obligations to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Completion established in the Agreement. The Contractor further acknowledges and declares that it has visited and examined the Project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that prior to the submission of its bid it has: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the Contract Documents as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (2) examined the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the

Work in the manner and within the cost and time frame required by the Contract Documents.

3.2.2 Delete second sentence of Subparagraph 3.2.2.

Add the following Subparagraphs:

3.2.2.1 The exactness of grades, elevations, dimensions, or locations given in any drawings issued by the Architect or the work installed by other contractors is not guaranteed by the Architect or Owner.

3.2.2.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by it without additional cost to the Owner.

3.2.4 Delete "in response to Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3" in lines 2 and 3.

Add "including any increases in construction costs" after "damages to Owner" in line 4.

Delete "for differences between field measurements or conditions and the Contract Documents," in lines 7 and 8.

3.2.5 Add new Subparagraph:

3.2.5 Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, irrigation, petroleum pipelines, and other underground utilities and structures. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

3.3.4 Add new Subparagraph:

3.3.4 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work, including without limitation, deliveries, storage, installations, and construction utilities with that of all others on the Project through communication with the Owner, Architect and Construction Manager. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall, prior to installation, meet with all others involved to plan the most effective method of installation.

3.3.5 Add new Subparagraph:

3.3.5 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

3.3.6 Add new Subparagraph:

3.3.6 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing underground and surface utilities and structures, and protect

them from damage. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor, shall be paid by Contractor.

3.3.7 Add new Subparagraph:

3.3.7 The Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner and Architect before commencing Work, and review the placement of the building and permanent facilities on the site with the Owner and Architect after all lines are staked out and before foundation Work is started.

3.4 Labor And Materials

3.4.2 Delete Subparagraph 3.4.2 and replace with the following:

“3.4.2. The materials specified have been determined to have characteristics appropriate for the purposes of this project. No work will be acceptable which utilizes an alternate not approved during the bidding process.”

3.4.4 After 3.4.3 add new section:

“3.4.4. Contractor shall maintain harmonious labor relations on the job site. If a labor problem arises or any person employed by the Contractor on the Work shall appear to the Owner to be Incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.”

3.4.5 Add new Subparagraph:

The Park District has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Naperville Park District. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department’s portal) including certified payroll. Contractor 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 in every way defend and indemnify Naperville Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Naperville Park District agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

The Contractor shall also:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
- (2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

3.4.6 Add new Subparagraph:

3.4.6 In the event of a labor dispute resulting in a slow-down or in the cessation or suspension of work, the Contractor shall not be relieved of its obligations to provide labor or for timely progress and completion of the work. In such event, the notice provisions contained in Section 2.4 shall not apply. Instead, the Contractor shall be automatically deemed to be in default and to have committed a breach of contract unless said work stoppage or slow-down is remedied to the Owner's satisfaction in accordance with this Section. In the event of a work stoppage due to a labor dispute, the Contractor shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a labor dispute, the Contractor shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the work. In the alternative, the Owner shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to the Owner's cost of replacing or supplementing labor. If the balance of the contract sum is not sufficient to cover such amounts, the contractor shall pay the difference to the Owner. The Owner may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond and payment bond. If any labor dispute necessitates legal action or legal intervention by the Owner, or in the event that the Owner otherwise takes legal action to enforce the terms of this section, the Contractor shall be responsible for the Owner's attorney's fees and court costs, without prejudice to any other remedies that the Owner may have.

3.5 Warranty

3.5.1 Add "or the Owner" after "If required by the Architect" the last sentence.

After 3.5.2 add the following new sections

"3.5.3. Warranty protection for a repaired item shall be for twelve months after final acceptance of non-concrete work or the length of the original warranty period, whichever is longer."

"3.5.4. Warranty protection for a repaired item shall be for twenty-four months after final acceptance of concrete work or the length of the original warranty period, whichever is longer. This will cover structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting high industry standards will be removed and replaced at no charge to the Owner."

"3.5.5. Defective materials, equipment or workmanship occurring within the Warranty period

may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents.”

3.6 Taxes

Delete paragraph 3.6 in its entirety and insert the following:

3.6 Taxes The Owner is exempt from the Illinois Use Tax Act and the Retailer’s Occupation Tax. The Owner’s exemption identification number issued by the Illinois Department of Revenue is _____. Any taxes for which the Owner is not exempt shall be paid by the Contractor.

3.7 Permits, Fees, Notices And Compliance With Laws

3.7.3. Delete “knowing it to be” after “If the Contractor performs Work” in line 1.

3.7.4. Change “14 days” to “7 days” and add to the end: “Contractor accepts these procedures and therefore voluntarily waives any and all other rights it may have by operation of statute including but not limited to any statutory right to stop the work pending resolution of any claim for additional time or additional compensation or equitable adjustments for allegedly changed conditions that Contractor may otherwise enjoy by operation of the Illinois Public Construction Contract Act.”

3.9 Superintendent

3.9.1 Add “The Contractor’s competent superintendent shall have the knowledge and control of all work under this Contract and shall communicate directly to the Owner upon request” at the end of the paragraph.

3.10 Contractor’s Construction and Submittal Schedules

3.10.1 Delete Subparagraph 3.10.1 and insert the following:

3.10.1 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 indicate the proposed completion dates for the various subdivisions of the Work, as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor’s Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Completion for the Work or any phase of the Work beyond the date(s) of Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum of the schedule. The Owner may, in its discretion, choose to withhold any payment due the Contractor until an updated schedule is submitted. The Owner’s or Architect’s failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet the time limits in the Contract Documents, nor shall it make the Owner or Architect liable for any of the Contractor’s damages incurred as a result of

increased construction time or not meeting the time limits in the Contract Documents. Similarly, the Owner's or Architect's failure to object to a Contractor's schedule showing completion in advance of the time limits in the Contract Documents shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

Add the following new sections after 3.10.3:

“3.10.4 Construction Engineering Check. The Contractor shall notify the Owner three (3) business days in advance of all grading, drainage, and other major items of construction for field checking of construction engineering. All questions pertaining to the Plans, Specifications and details of the Work shall be directed to the Owner and cleared prior to construction.”

“3.10.5 Contractor's Construction Schedule. The Contractor shall provide regular monitoring and updating of the Progress Schedule with monthly Update Reports submitted contemporaneously with the monthly pay application, or more frequently as required by the conditions of the Work. The Update Reports shall indicate progress achieved and activities commenced or completed within the last month.”

3.12 Shop Drawings, Product Data And Samples

3.12.9 Add to End:

Contractor shall be entitled to one resubmittal of any submittal or shop drawing rejected by Architect or returned by the Architect for further action. Thereafter, Contractor shall pay the cost of all further reviews of such submittal or shop drawing and agrees to execute a Change Order reducing the Contract Sum by the amount charged by Architect to Owner for the additional reviews.”

3.13 Use Of Site

Add heading “3.13.1” before first paragraph.

Add the following new sections after newly created 3.13.1:

“3.13.2 General Use. The Contractor shall enforce the Owner's instructions regarding the conduct and use of the site by his employees.”

“3.13.3 Property Corners. Existing property corners on the site shall be replaced by a registered Land Surveyor at the Contractor's expense.”

3.14 Cutting And Patching

Add the following new subparagraph to the end of 3.14.1:

3.14.1.1 The Contractor shall remove, cut, alter, replace, patch and repair any existing work as required to install new work. Except as otherwise shown or specified, Contractor shall not cut, alter or remove any structural work and shall not disturb any ducts, plumbing, steam, gas, or electrical work without approval of Architect. Existing work (walls, ceilings, partitions, floors, mechanical and electrical work, equipment, lawns, pavings, roads, walks, etc.) disturbed or removed as a result of performing required new work shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. Existing work to be altered or extended that is found to be defective in any way shall be reported to the Architect before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.

3.15 Cleaning Up

After 3.15.2 add new section “**3.15.3.** The Contractor shall walk the site at the close of every work day to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to the public.”

3.18 Indemnification

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

3.18.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and shall indemnify the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney’s and paralegal’s fees, expert fees and court costs), arising out of or resulting from the performance of the Contractor’s work provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of patent, trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify the Owner, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor’s breach of any of its obligations under, or Contractor’s default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers’ Compensation or Disability Benefit Acts or Employee Benefit Act.

“Claims, damages, losses and expenses” as these words are used in this Contract 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, including those covered in the Illinois Structural Work Act 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 herein; (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 Architect / Engineer for its approval or review. The Contractor and every subcontractor expressly waive all so-called *Kotecki* rights under the Illinois workers’ compensation statutes even though the Owner has retained all such rights.

ARTICLE 4 ARCHITECT

4.1 General

4.1.2 Delete “Contractor” in line 2.

4.2 Administration Of The Contract

4.2.2 Add “as a representative of the Owner” after “The Architect” in the first line.

Delete “become generally familiar with” and replace with “supervise and to keep the Owner informed about” in line 2.

Add “to endeavor to guard the Owner against defects and deficiencies in the Work” after “Work completed” in line 3.

Delete “observed” after “to determine in general if the Work” in Line 3.

4.2.8 Delete “and may order minor changes in the Work as provided in Section 7.4” in the first sentence.

4.2.12 Add “to the Contractor” after “will not be liable” in the last line.

4.2.13 Delete section in its entirety

4.2.14 Re-number to “4.2.13”

ARTICLE 5 SUBCONTRACTORS

5.2 Award Of Subcontracts And Other Contracts For Portions Of The Work

5.2.1 Delete “14” and replace with “30” in line 4 and the last line.

Add “or any extension thereof” after “period” in the last line.

5.4 Contingent Assignment Of Subcontracts

5.4.3 Delete “If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract.” at the end of section.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 Mutual Responsibility

6.2.2 Delete the last sentence.

ARTICLE 7 CHANGES IN THE WORK

7.2 Change Orders

7.2.1 Add “Methods used in determining adjustments to the Contract sum may include those listed in Section 7.3.3.” at the end of the section

7.3 Construction Change Directives

7.3.4 Add “and the Owner” after “the Architect” in the second line.

7.3.6 Add “and the Owner” after “the Architect” in the second line.

7.4 Minor Changes In The Work

Delete section in its entirety.

ARTICLE 8 TIME

8.3 Delays And Extensions Of Time

- 8.3.1** Delete “pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect determines justify delay” after “or by delay authorized by the Owner” in line 4.

Add “Unless the date of commencement is established by the Contract Documents or 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” at the end of the section.

- 8.3.1.1** Add the following subparagraph:

8.3.1.1 Contractor shall not participate in any secondary boycotts or honor any informational picket lines and shall not receive credit for days or costs associated with any such labor action.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 Applications For Payment

- 9.3.1** Add the following new sections after 9.3.1.2:

“**9.3.1.3.** The following forms must be used for pay requests (See Samples): (1) AIA Application & Certificate for Payment (G702 & G703); and (2) a Sworn Statement from Contractor and Subcontractor to Owner.”

“**9.3.1.4.** When the contract work has been awarded on a unit price bid basis, the form of each application shall follow the Bid Proposal Form, listing each item number, the total quantity of units completed to date of the estimate, the unit price and subtotal. The subtotal column shall be added to show the total cost of work completed to date, less ten (10%) percent to be withheld giving the total amount requested for payment. Previous applications for payment paid by the Owner shall be shown on each subsequent request and subtracted after the ten (10%) percent has been withheld.”

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

9.4 Certificates for Payment.

- 9.4.2** Add the words “by Owner and to a further evaluation of the Work” after “Work” and before “for conformance” in the second sentence.

9.7 Failure Of Payment

Delete this entire paragraph in its entirety and replace with the following: “If the Architect does not issue a recommendation for a Certificate for Payment, through no fault of the Contractor, or if the Owner either (i) does not reject the Architect’s recommendation for a Certificate for Payment, or (ii) does not pay the Contractor the amount accepted by the Owner as due and owing within 10 days after the date established for payment in the Contract Documents, then the Contractor may, upon seven days additional days’ written notice to the Owner, stop the Work. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs incurred of shutdown, and start-up, plus interest as provided for in the Contract Documents.”

9.8 Substantial Completion

9.8.4 Add “Contract Documents or the” after “unless otherwise provided in the” in the last sentence.

9.10 Final Completion And Final Payment

9.10.3 Delete paragraph in its entirety and replace with:

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

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

”The final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for a period of one year after final payment.”

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.3 Hazardous Materials

10.3.2 Delete “delay” before “and start-up” in the last line of paragraph.

ARTICLE 11 INSURANCE

11.1 Contractor’s Liability Insurance

Delete entire Article 11 and all references to Exhibit A to the A101-2017 and replace with the following:

Delete entire 11.1 and replace with the following:

11.1 Contractor’s Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed in the Contract Documents and as set forth below.

11.1.1 Commercial General And Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, Architect and Construction Manager shall be included as an insured under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner, Architect and Construction Manager. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

Where required by the Contract Documents, Contractor shall also maintain by endorsement or separate policy Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

11.1.2 Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work.

11.1.3 Business Auto And Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

11.1.4 Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

11.1.5 Contractor's Obligation To Insure For Bodily Injury Claims

In addition to the above, all Contractors will purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death cause by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

11.1.6 General Insurance Provisions

11.1.6.1 Evidence of Insurance Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance

with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

11.1.6.2 Acceptability of Insurers. Insurers must be licensed in the State of Illinois and approved for the relevant line of coverage.

11.1.6.3 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.

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

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

11.2 Owner's Insurance

Delete Section 11.2 in its entirety and replace with the following:

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

11.2.2 Unless otherwise provided, the Owner shall maintain 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. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or other entity other than Owner has an insurable interest in the property required by this Section 11.2 to be covered, whichever is later. This insurance shall include the interests of the Owner, the Contractor, subcontractors and Sub-Subcontractors in the Project. The Owner's insurance obligations under this paragraph may be satisfied by membership in programs of self-insurance or membership in an insurance pool.

11.2.2.1 Property insurance shall be on "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services for such insured loss.

11.2.2.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so

inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors, and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

- 11.2.2.3 If deductibles are not identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles.
- 11.2.2.3 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.
- 11.2.3 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 interest of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.”
- 11.2.4 If the Contractor requests in writing that insurance for risks other and those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- 11.2.5 A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- 11.2.6 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.
- 11.2.7 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner’s exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

- 11.2.8 Notwithstanding any provision contained in Section 11.2, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

11.3 Waivers Of Subrogation

Delete Section 11.3 in its entirety (including the title) and replace with the following:

“11.3 Performance And Payment Bonds

- 11.3.1 Where the Contract Sum is equal to or greater than \$50,000.00, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety authorized by the Illinois Department of Insurance to issue surety bonds in Illinois and otherwise satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid Proposal. The failure of a Bidder to list the name of its surety company on its Bid Proposal shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids.
- 11.3.1.1** The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- 11.3.1.2** The contractor shall require the attorney-in-fact who executed the required bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.
- 11.3.3** Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Owner or any and all extra Work incurred by the Architect as a result of the Contractor's default, and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Agreement to remedy Contractor's default.
- 11.3.4** The Contractor shall (i) furnish all Surety Company's bonds through Surety Company's local agents approved by and/or as directed by Owner; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Contract, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Contractor or by the Surety Company for all labor

performed, material and supplies furnished with the entire Work in the Contract. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Contract as called for in the Specifications and Contract, except in cases where other bonds are specifically called for in the specifications and Contract in connection with special guarantees.

11.3.5 The Contractor and all subcontractors shall name the Owner as an obligee on all bonds.

11.4 Loss Of Use, Business Interruption, And Delay In Completion Insurance

Delete Section 11.4 in its entirety.

11.5 Adjustment and Settlement of Insured Loss

Delete Section 11.5 in its entirety.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering Of Work

12.1.2 Add “with the consent of the Owner” after “the Architect” in line 2.

12.2 Correction Of Work

12.2.2.1Delete “unless the Owner has previously given the Contractor a written acceptance of such condition” after “shall correct it promptly after receipt of written notice from the Owner to do so” in line 5.

Delete “one-year” and replace with “applicable” in line 7.

12.2.2.3Delete section in its entirety.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law

Delete “excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.”

13.2 Successors And Assigns

13.2.1 Delete “Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract” and replace with “This Contract is nonassignable in whole or in part by Contractor, and an assignment shall be void without the prior written consent of Owner, which consent shall not be unreasonable withheld.”

13.4 Tests And Inspections

After 13.4.6 add new section “**13.4.7 Retests.** The cost of a retest will be borne by the party requesting the retest, unless the retest shows that the original test or the Work being tested was in error or defective, and in such event, the cost of the retest shall be borne by the other party.”

13.5 Interest

Delete Subparagraph 13.5. in its entirety. All references to interest payments throughout the contract documents are hereby voided. Payment is governed by the Illinois Local Government Prompt Payment Act.

Add the following new sections after 13.5:

13. 6 Sexual Harassment

13.6 The Contractor agrees to execute the attached “Contractor’s Certification Form Certifying Compliance With The Sexual Harassment Provision Of The Human Rights Act” contemporaneously with this Agreement.”

13.7 Bid Rigging

13.7 The Contractor agrees to execute the attached “Contractor’s Certification Under Article 33E Of The Criminal Code” contemporaneously with this Agreement.”

13.8 Tax Compliance

13.8 The Contractor agrees to execute the attached “Tax Compliance Affidavit” contemporaneously with this Agreement.”

13.9 Drugfree Workplace

13.10 The Contractor shall comply with the *Illinois Drug Free Workplace Act* as contained in the Illinois Compiled Statutes Ch. 30, Sec. 580/1 *et. seq.*”

13.12 Equal Employment Opportunity

“**13.12** All companies entering into contractual relationships with the Owner on federal or state-assisted projects must comply with the Illinois Preference Act and Federal Equal Opportunity regulations, including, but not limited to Executive Order 11246-11375.”

13.13 Record Keeping

“**13.13** Contractor and any subcontractor shall keep and maintain accurate books of record and account, in accordance with sound accounting principles, of all expenditures made and all costs, liabilities and obligations incurred under this Contract, and all papers, files, accounts, reports, cost proposals with backup data and all other material relating to work under this Contract and shall make all such materials available at the office of the Owner at any reasonable time during the term of this contract and for the length of time established by law or five (5) years, whichever is longer from the date of final payment to Contractor or termination of this Contract for audit, inspection and copying upon Owner's request. The Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, the Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then the Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to the Contractor’s failure to produce documents or otherwise appropriately respond to a request under the

Act, then the Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties."

13.13 Substance Abuse Prevention

"13.13.1 The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et. seq.*) (the "Act") by:

.1 Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;

.2 Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:

.a A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;

.b A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;

.c A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and

.d A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.

.3 Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

.4 Complying with all other requirements of the Act.

13.13.2 Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the

Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees."

13.14 Contractor warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

13.14.1 Whenever required, the Contractor or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

13.14.2 Contractor shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

13.14.3 Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

13.14.4 At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

13.14.5 Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Contractor takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination By The Contractor

14.1.1 Delete ".4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2e."

14.1.3 Delete ", as well as reasonable overhead and profit on Work not executed, costs incurred by reason of such termination," at the end of section.

14.2 Termination By The Owner For Cause

14.2.1 Delete the term "repeatedly" any place it appears.

14.2.1.5 Add new Section 14.2.1.5 Failed to remedy a labor dispute in accordance with Section 3.4.7 of the General Conditions.

14.2.2 Delete section in its entirety and replace with “When any of the above reasons exist with the exception of 14.2.1.5, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor seven days’ written notice, terminate employment of the Contractor and may,

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or leased to 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.”

In the event the Owner terminates the contract because the Contractor has failed to remedy a labor dispute in accordance with Section 3.4.5 hereof, the Owner may, subject to any prior rights of the Surety, engage in all of the actions specified in Section 14.2.2.1, 14.2.2.2, and 14.2.2.3 upon only 24 hours’ notice to the Contractor.

ARTICLE 15 CLAIMS AND DISPUTES

15.1.1 Definition

Delete section in its entirety and replace with “A “Claim” is a written demand or assertion by the Contractor seeking adjustment to interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms or arising out of the Contract.”

15.1.2 Time Limits On Claims

Delete “but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 15.1.2

15.1.3 Notice of Claims

15.1.3.1

Delete “either” and “Owner or” from first line.

Delete “other party” and replace with “Owner”.

Delete “either party must” and replace with “Contractor must”.

Delete “claimant” and replace with “Contractor” in the last line.

15.1.3.2

Delete “either” and “Owner or” from first line.

Delete “other party” and replace with “Owner” in the third line.

15.1.4 Continuing Contract Performance

15.1.4.1 Delete section in its entirety and replace with “Pending final resolution of a Contractor’s Claim, the Contractor shall proceed diligently with the performance required of him under the Contract.”

15.1.6 Claims for Additional Time

After 15.1.6.2 add new subsection 15.1.6.3:

“15.1.6.3 Unit Prices. The Contractor shall be responsible for notifying the Owner of any discrepancies or additions to work items completed on a unit price basis. This notification must take place prior to the execution of the Work. The purpose of this requirement is to make sure the Owner is aware of the extra items affecting the cost of the original contract amount. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the corrected sum thereof will be resolved in favor of the corrected sum.”

After 15.1.7, add new section **“15.1.8 Resolution of Disputes.”**

Add the following subsections to 15.1.8:

“15.1.8.1 Venue. Any suit or action arising under this Contract shall be commenced in the Circuit Court of the 18th Judicial Circuit, County of DuPage, Illinois, but only after exhausting all possible administrative remedies.”

“15.1.8.2 Attorneys’ Fees and Costs. In any suit or action arising under this Contract the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation.”

“15.1.8.3 Limitations On Contractor’s Claims. No suit or action shall be maintained by Contractor, its successors or assigns, against Owner on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract.”

“15.1.8.4 Waiver of Punitive Damages. The Contractor and Owner waive all claims against each other for all punitive damages arising out of or relating to this Contract, but nothing in this Subparagraph 4.4.4 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.”

15.2 Initial Decision

15.2.1 Delete Third sentence (beginning “Except for those Claims excluded by this Section 15.2.1...”) and Fourth sentence (beginning “If an initial decision....”).

15.2.5 Delete last sentence (beginning “The initial decision shall be”)

Delete 15.2.6 and 15.2.6.1 in their entirety.

15.3 Mediation

Delete section 15.3 in its entirety, including all subparagraphs thereto.

15.4 Arbitration

Delete section 15.4 in its entirety, including all subparagraphs thereto.

Application and Certificate for Payment

TO OWNER:	PROJECT: SAMPLE	APPLICATION NO: 001	Distribution to:
		PERIOD TO:	OWNER: <input type="checkbox"/>
		CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
FROM	VIA	CONTRACT DATE:	CONTRACTOR: <input type="checkbox"/>
CONTRACTOR:	ARCHITECT:	PROJECT NOS: / /	FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 0.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$ 0.00
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____

Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this day of

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

DRAFT AIA[®] Document G703[™] - 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00

DRAFT AIA[®] Document G704[™] - 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
SAMPLE

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

TO OWNER:
(Name and address):

TO CONTRACTOR:
(Name and address):

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> SAMPLE	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date.

Notary Public:
My Commission Expires:

SPECIAL CONDITIONS

- 1.1 **LIQUIDATED DAMAGES:** Upon signing this contract between the Contractor and the Naperville Park District, the work to be performed will start upon the Notice to Proceed. All work shall be substantially complete **120 calendar days** after the Notice to Proceed and shall reach Final Completion not more than **135 calendar days** after the Notice to Proceed. It is understood and mutually agreed by and between the Contractor and the Owner that the starting date and the completion date as specified are essential conditions of this contract.

Should the Contractor fail to complete any portion of the work within the time frame above, a sum of \$1,000.00 per day for each calendar day after the date of final completion that the project remains uncompleted will be deducted from any money due or that may become due to the Contractor. Final completion will be determined by the Owner. These liquidated damages are for the inconvenience suffered by the public by the delay in the delivery of its improvements and are agreed by all parties to the contract not to be a penalty.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to:

1. Unforeseeable causes beyond his control and without fault or negligence, including but not restricted to acts of God, or of public enemy, acts of the Owner, acts of another Contractor in performance of the contract with the Owner, fires, floods, epidemics, strikes, freight embargoes, acts of domestic terrorism, and severe weather (as determined by the National Weather Service).
2. Any preference, priority or allocation order issued by the government.

The Contractor shall notify the Owner in writing within five (5) days from the beginning of such a delay, the causes of the delay, time lost and solutions to get back on the construction schedule. The Owner will ascertain all the facts and extent of the delay and notify the Contractor in writing within seven (7) days of their decision in the matter.

- 1.2 **CONSTRUCTION PERMITS & LICENSING:** Upon signing this contract between the Contractor and the Naperville Park District, the Contractor is responsible for coordinating and obtaining all necessary licenses/registrations associated with this construction project in order to perform construction work in DuPage County. All costs associated with this activity are to be included in the general conditions of the contract. The Park District will coordinate permits and pay associated fees. The Contractor is not responsible to revise and/or alter the design as shown on the plans based on permit review.
- 1.3 **CONSTRUCTION MEETINGS:** The Naperville Park District will schedule on-site construction meetings to review construction and address project concerns.
- 1.4 **CONTRACTOR QUALIFICATIONS:** The Naperville Park District requires all bidders to demonstrate a minimum of five successfully completed projects of similar size, scope and cost. These projects must be listed on the affidavit of experience. In addition, all sub-contractors must prove that adequate resources, such as construction machinery and manpower, are available to complete assigned tasks. This statement and list can be accomplished on the sub-contractors letter head and included in the bid. In addition, it has to demonstrate levels of experience per technical specifications in the project manual.
- 1.5 **LANDSCAPE WATERING:** Contractor is responsible for furnishing and water all plant material until final acceptance is given. The cost for hauling in the water and watering shall be included in the bid.

- 1.6 GRANT REQUIREMENTS:** Contractor will be responsible for meeting the Apprenticeship Goal described in the Illinois Works Jobs Programs Act Apprenticeship Initiative Budget Supplement form and including page 3 completed with submitted Bid Form. The selected contractor will be responsible for the completion of quarterly periodic reporting using the Illinois Works Apprenticeship Initiative Periodic Grantee Report form. Both are attached here.

End of Section

STATE OF ILLINOIS
ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT
FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS

Grantee Instructions: Please complete this form as soon as: (1) the estimated total project costs (Part I) are known; **and** (2) the prevailing wage classifications and estimated hours are known (**only required if the estimated total project costs are over \$500,000**). See Part III.C. This supplement form should only be completed once and must be submitted to the grant-funding State Agency no later than at the time the first periodic reports are due.*

Part I. Organization and Project Information

Organization Name	NOFO Number (if known)
Grant/Contract/Loan Number	Grant/Contract/Loan Term
Project Description	This project will replace a 1-acre gravel parking lot with a 1-acre permeable paver parking lot at the Naperville Park District's Ron Ory Community Garden Plots. The concrete grid pavement BMP will allow stormwater to infiltrate into the underlying soil, reducing the volume of stormwater entering the storm sewer system, which reduces the incidence of flooding in the watershed and along the West Branch DuPage River.
Estimated Total Project Cost	Estimated Project Term

1. Do the State Funding and Non-State Funding on Sections A and B of the Uniform Capital Grant Budget Template **total \$500,000 or more**:

☐ Yes ☐ No

If Yes, please complete the remainder of this supplement form.

If No, please only complete Part I and Part IV of this form. The State Agency funding the grant opportunity must maintain this form in its grant file.

*For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. (Rev. 10/15/23)

Part II. Applicable Apprenticeship Goal

Please respond to question number 1 OR 2 as applicable:

1. For projects estimated to receive \$500,000 or more in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☐ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

2. For projects estimated to receive less than \$500,000 in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☐ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal does not apply.

Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)

A. Based on the answer provided above in number 1 or 2 in Part II:

- ☐ the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project in Part C.)
- ☐ the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds in Part C.)
- ☐ the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. The Organization:

- ☐ Will fully comply with the 10% apprenticeship goal.
- ☐ Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)
- ☐ Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)
- ☐ Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

- C. Complete this chart, below to provide the total hours estimated for work on the project for each prevailing wage classification as directed in Part III.A, above.

Prevailing wage classifications and rates can be found from the Illinois Department of Labor. Please visit <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> for rate and classification information.

County

Prevailing Wage Classification	Estimated Total Hours

Part IV. Organization Certification and State Agency Acknowledgement

1. Organization Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

2. State Agency Acknowledgement:

State Agency

Printed Name

Title

Signature:

Date/Time Field

State Agency Instructions: If, after completion of this supplement form, the State Agency reviewing the form determines that an apprenticeship goal does apply to this grant, please forward this form to the Department of Commerce and Economic Opportunity at CEO.ILWorks@illinois.gov. If the State Agency determines that no apprenticeship goal applies to this grant, the State Agency should maintain a copy of this form in its grant file.

Illinois Works Apprenticeship Initiative

Periodic Grantee Report

Organization
Name

FEIN Number

DUNS Number

Grant/Contract/
Loan Awarding
Agency

Project Start
Date

Project End Date

Grant/Contract/Loan
Number

Estimated Total
Project Costs

Estimated Total
State Contribution

Reporting Period: Period Start Date

Period End Date

Applicable Apprenticeship Goal (Select all that apply):

☐ 10% total project cost ☐ 10% total state contribution only

☐ Waiver Approved by IL DCEO

IL DCEO Waiver Approval Date

(If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)

☐ Reduction Approved by IL DCEO

IL DCEO Reduction Approval Date

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

Prevailing Wage Classification	Reduced Percentage		Prevailing Wage Classification	Reduced Percentage

Illinois Works Apprenticeship Initiative Periodic Grantee Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project.
Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification (Cumulative from Start of the Project)	Total Apprenticeship Hours (Cumulative from Start of the Project)	% of Apprenticeship Hours (Cumulative from Start of the Project)	If no apprenticeship hours recorded, explain.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification (Cumulative from Start of the Project)	Total Apprenticeship Hours (Cumulative from Start of the Project)	% of Apprenticeship Hours (Cumulative from Start of the Project)	If no apprenticeship hours recorded, explain.

Organization Certification and State Agency Acknowledgement

1. Organization Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Title (Executive Director or equivalent):

Date/Time Field

2. State Agency Acknowledgement:

State Agency

Printed Name

Signature:

Title

Date/Time Field

NOTICE TO PROCEED

To:

Project: RON ORY COMMUNITY GARDEN PLOTS IMPROVEMENTS

You are hereby notified to commence work in accordance with the Agreement dated [Contract Date], and to substantially complete all work within 120 calendar days of this Notice to Proceed.

Dated this 2nd day of September, 2025

Owner: Naperville Park District

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by on behalf of [Contractor].

this the _____ of _____, 2025.

By: _____

Title: _____

SAMPLE Illinois Substance Abuse Program for Public Works Act

Contractor

RE: [Project Name]

Dear Contractor:

Please be advised that, as the awarded Contractor on this public works project, [Contractor's Name] shall comply and cause all subcontractors hired for the project to comply with all requirements and provisions of the Illinois Substance Abuse Program for Public Works Act (820 ILCS 265/1 et. seq) (effective January 1, 2008) (the "Act") by:

- A. Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employee to be under the influence of any said drug or alcohol while performing the Work;
- B. Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:
 - 1. A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;
 - 2. A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;
 - 3. A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder;
 - 4. A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program.



320 W. Jackson Ave., Naperville, IL 60540 • 630-848-5000 • Fax 630-848-5001 • napervilleparks.org

C. Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Contractor's substance abuse program. Said employee shall be prohibited from the Work site until he or she tests negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Contractor's substance abuse program; and

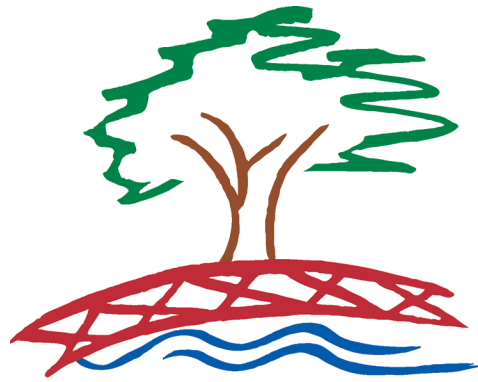
D. Complying with all other requirements of the Act.

Please provide the Park District a copy of [Contractor's Name] written substance abuse prevention program as required under the Act within seven (7) days of the date of this letter.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Naperville Park District



Naperville
Park District™

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Ron Ory Community Garden Plots Improvements

Project Location: 811 South West Street, Naperville, IL

- 1. Project Owner: Naperville Park District

- B. Architect Identification: The Construction Documents, dated June 5, 2025, were prepared for the Project by the Naperville Park District Office of Park Planning & Development.

- C. Project Manager: Peggy Motta has been appointed by the Naperville Park District to serve as Project Manager for the site development. The work consists of storm water work, concrete curbing and flatwork, pervious paving, lighting, landscaping and other miscellaneous site work and construction for a complete project as shown in the Drawings and Specifications.

1.3 CONTRACT

- A. Project will be constructed under a general construction contract.

1.4 WORK SEQUENCE

- A. This Work shall be conducted in a single phase.

- 1. Work shall be substantially complete and ready for occupancy on December 2, 2025.

1.5 USE OF PREMISES

- A. General: Contractor shall have full use of premises as shown by limits of construction on plans and outlined in the General Conditions for construction operations, including use of Project site, during the construction period.

1.6 PRODUCTS ORDERED IN ADVANCE

- A. General: Owner has negotiated with suppliers of material and equipment to be incorporated into the Work. Owner has assigned these Purchase Orders to Contractor. Costs for receiving, handling, storage if required, and installation of material and equipment are included in the Contract Sum.

- 1. Contractor's responsibilities are the same as if Contractor had negotiated Purchase Orders, including responsibility to renegotiate purchase and to execute final Purchase-Order agreements.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system or owner developed format reflecting CSI divisions.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 1 Section "Unit Prices" for administrative requirements for using unit prices.

1.3 MINOR CHANGES IN THE WORK

- A. Project Manager will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on official Park District letterhead.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Project Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Project Manager are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within five (5) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Project Manager.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- C. Proposal Request Form: For Change Order proposals, use forms provided by Owner. Sample copy is included at end of this Section.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Project Manager will issue a Change Order for signatures of Owner and Contractor on forms provided by Owner. Sample copy is included at the end of this Section.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Work Change Directive: Project Manager may issue a Construction Work Change Directive which instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Work Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250

SECTION 01270 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to General Conditions and/or individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in the Bid Proposal Form. Specification Sections should be referenced in preparing unit prices which contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Unit Price Schedule: See Bid Proposal Form

END OF SECTION 01270

SECTION 01290 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 2. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 2. Submit the Schedule of Values to the Project Manager at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.

3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Contractor's name and address.
 - c. Date of submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Item Number from Bid Proposal Form.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Project Manager and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is the 21st day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends thirty (30) days before the date for each progress payment.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets and Sworn Statement for Contractor and Subcontractor to Owner as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Project Manager will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Project Manager by a method ensuring receipt within two (2) business days. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
 - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.

3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. Copies of all needed permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
 12. Initial settlement survey and damage report if required.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts

and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit three opaque copies of each submittal. Owner will return one copy.
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
5. Key Personnel Names: Within seven days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in

attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office and cell telephone numbers.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Project Manager of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the Project Manager, within five days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Project Manager after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Owner and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for requests for interpretations (RFIs).
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Submittal procedures.
 - j. Preparation of Record Documents.
 - k. Use of the premises.
 - l. Work restrictions.
 - m. Owner's occupancy requirements.
 - n. Responsibility for temporary facilities and controls.

- o. Construction waste management and recycling.
 - p. Parking availability.
 - q. Office, work, and storage areas.
 - r. Equipment deliveries and priorities.
 - s. First aid.
 - t. Security.
 - u. Progress cleaning.
 - v. Working hours.
3. Minutes: Project Manager will record and distribute meeting minutes to General Contractor.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before major construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Project Manager of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related requests for interpretations (RFIs).
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to General Contractor.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at **biweekly** intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and consultants, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 3. Minutes: Project Manager will review and distribute to Contractor the meeting minutes.

- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

1.1 SUMMARY

- A. Contractor's Construction Schedule.
- B. Field condition reports.
- C. Special reports.
- D. Construction photographs.

1.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Activity Duration: 90 days.
- B. Constraints:
 - 1. Phasing.
 - 2. Products ordered in advance.
 - 3. Work restrictions.
 - 4. Work stages.
 - 5. Area separations.
 - 6. Other Constraints:
- C. Milestones: site grading, playground structures, basketball court, baseball field renovation, parking lot resurfacing, walking paths and landscaping, concrete flatwork, asphalt work, site furnishings, and landscaping.
- D. Software: Contractor's option.
- E. Schedule Type: Contractor's option.
- F. Updating: At 30 day intervals, issued one week before each application for payment.

1.3 REPORTS

- A. Material Location Reports: At monthly intervals, a comprehensive list of materials delivered to and stored at Project site.
- B. Field Condition Reports: On discovery of a difference between field conditions and the Contract Documents, submitted with a request for information.
- C. Special Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work.

END OF SECTION 01320

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment.
 - 2. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule and construction photographs.
 - 3. Division 1 Section "Quality Requirements" for submitting test and inspection reports and Delegated-Design Submittals and for erecting mockups.
 - 4. Division 1 Section "Closeout Procedures" for submitting warranties Project Record Document and operation and maintenance manuals.
 - 5. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 6. Bidding Information & Contract Requirements for bidding submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Project Manager's responsive action.
- B. Informational Submittals: Written information that does not require Project Manager's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided by Project Manager for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Project Manager reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Project Manager's receipt of submittal.
 1. Initial Review: Allow seven (7) days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Project Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Concurrent Review: Where concurrent review of submittals by Owner consultants, or other parties is required, allow fifteen (15) days for initial review of each submittal.
 3. If intermediate submittal is necessary, process it in same manner as initial submittal.
 4. Allow seven (7) days for processing each re-submittal.
 5. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide an appropriate space on label or beside title block to record Contractor's review and approval markings and action taken by Project Manager.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Project Manager.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Unique identifier, including revision number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Project Manager observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Project Manager.
 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Project Manager will return submittals, without review received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Project Manager on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
 3. Transmittal Form: Contractor's option.
 4. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Submittal and transmittal distribution record.
 - i. Remarks.
 - j. Signature of transmitter.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Project Manager in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Number of Copies: Submit three (3) copies of each submittal, unless otherwise indicated. Project Manager will return two (2) copies. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with recognized testing agency.
 - l. Application of testing agency labels and seals.
 - m. Notation of coordination requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches** but no larger than **24 by 36 inches**.
 3. Number of Copies: Submit three (3) blue- or black-line prints of each submittal. Project Manager will retain one (1) prints; remainder will be returned. Mark up and retain one returned copy as a Project Record Document.
- D. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
- E. Samples: Prepare physical units of materials or products, including the following:
1. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.

2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
5. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
 - a. Size limitations.
 - b. Compliance with recognized standards.
 - c. Availability.
 - d. Delivery time.
6. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least one set of paired units that show approximate limits of the variations.
 - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
7. Number of Samples for Verification: Submit two sets of Samples. Project Manager will retain one Sample sets; remainder will be returned.
 - a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
8. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples may not be incorporated into the Work, and are the property of Contractor.
- F. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
- G. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
- H. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- I. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- J. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
- K. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Project Manager will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Product Certificates: Prepare written statements on Contractor's letterhead certifying that product complies with requirements.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and

Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- F. Installer Certificates: Prepare written statements on Contractor's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on Contractor's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- I. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- J. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
- K. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- L. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- M. Construction Photographs: Comply with requirements in Division 1 Section "Construction Progress Documentation"
- N. Material Safety Data Sheets: Submit information directly to Project Manager.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Project Manager.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 PROJECT MANAGER'S ACTION

- A. General: Project Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Project Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Project Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Project Manager will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Project Manager will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Project Manager, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 2 through 16 Sections and special project provisions for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Project Manager.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects

and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged and need to be approved prior to construction for that scope of work.

- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section and/or item number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Ambient conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- G. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
 - d. When testing is complete, remove assemblies; do not reuse materials on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Contractor with copy to Project Manager. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Project Manager.
2. Notify Project Manager seven (7) days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Project Manager's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for

construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with Project Manager and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Project Manager and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 5. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field-curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a simple schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within thirty (30) days of date established for the Notice to Proceed.
 - 1. Distribution: Distribute schedule to Project Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

- A. General: The Contractor is responsible to retain a qualified testing agency to perform work as required in the specifications and it is his option to select that agency.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
 - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

1.1 SUMMARY

- A. Temporary Utilities: Contractor is responsible for the following -
 - 1. Sewers and Drainage.
 - 2. Water Service: Contractor provided for all activities.
 - 3. Sanitary Facilities:
 - a. Toilets: Self-contained toilet unit provided by Contractor.
 - 4. Electric Power Service: Contractor provided.
 - 5. Construction Trailer
- B. Support Facilities: Contractor is responsible for the following -
 - 1. Traffic Controls.
 - 2. Dewatering Facilities and Drains.
 - 3. Waste Disposal Facilities.
 - 4. On-Site Secured Staging Area
 - 5. Lifts and Hoists.
 - 6. Construction aids and miscellaneous services and facilities.
 - 7. Project Signage (See Detail)
- C. Security and Protection Facilities: Contractor is responsible for the following -
 - 1. Stormwater Control.
 - 2. Tree and Plant Protection.
 - 3. Site Construction Fence.
 - 4. Security Enclosure and Lockup.
 - 5. Barricades, Warning Signs.

END OF SECTION 01500

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Owner's personnel.
 - 6. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1 Section "Construction Progress Documentation" for submitting Final Completion construction photographs and negatives.
 - 3. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable. Coordinate first subparagraph below with Division 8 door hardware Sections.
 7. Complete startup testing of systems.
 8. Submit test/adjust/balance records.
 9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 11. Complete final cleaning requirements, including touchup painting.
 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Project Manager, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit a copy of Project Manager's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Project Manager will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Project Manager.
 - d. Name of Contractor.
 - e. Page number.

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Note related Change Orders where applicable.
- D. Record As-built Survey: Submit one digital "as-built" boundary survey showing topography and all constructed site elements based on as-built drawings and field conditions. Owner will provide original digital survey as reference for updating. The digital "as-built" drawing format will be AutoCad R2002. The survey is to be completed by an Illinois Registered Land Surveyor and completed prior to project closeout.
- E. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders where applicable.

1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
 - 2. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.

h. Copies of warranties and bonds.

- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Project Manager for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch** paper.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
1. Provide workers experienced in operation and maintenance procedures.
 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 3. Schedule training with Owner, through Project Manager with at least seven (7) days' advance notice.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Remove labels that are not permanent.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Replace parts subject to unusual operating conditions.
 - k. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - l. Leave Project clean and ready for occupancy.

- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Ron Ory Community Garden Improvements

Project Location: 811 South West Street, Naperville, IL

- 1. Project Owner: Naperville Park District

- B. Architect Identification: The Construction Documents, dated June 5, 2024, were prepared for the Project by the Naperville Park District Office of Park Planning & Development.

- C. Project Manager: Peggy Motta has been appointed by the Naperville Park District to serve as Project Manager for the site development. The work consists of storm water work, concrete curbing and flatwork, pervious paving, lighting, landscaping and other miscellaneous site work and construction for a complete project as shown in the Drawings and Specifications.

1.3 CONTRACT

- A. Project will be constructed under a general construction contract.

1.4 WORK SEQUENCE

- A. This Work shall be conducted in a single phase.

- 1. Work shall be substantially complete and ready for occupancy on December 2, 2025.

1.5 USE OF PREMISES

- A. General: Contractor shall have full use of premises as shown by limits of construction on plans and outlined in the General Conditions for construction operations, including use of Project site, during the construction period.

1.6 PRODUCTS ORDERED IN ADVANCE

- A. General: Owner has negotiated with suppliers of material and equipment to be incorporated into the Work. Owner has assigned these Purchase Orders to Contractor. Costs for receiving, handling, storage if required, and installation of material and equipment are included in the Contract Sum.

- 1. Contractor's responsibilities are the same as if Contractor had negotiated Purchase Orders, including responsibility to renegotiate purchase and to execute final Purchase-Order agreements.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system or owner developed format reflecting CSI divisions.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100



TECHNICAL SPECIFICATIONS

SECTION 02870 - SITE AND STREET FURNISHINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. See Drawings, Sheet C3.1
- B. Related Sections include the following:
 - 1. Division 2 Section "Earthwork" for excavation for installation of concrete footings.
 - 2. Division 2 Section "Cement Concrete Pavement"
- C. Locations for raised garden beds installed under this Section will be determined by the Naperville Park District. Garden beds are supplied by the Park District. This is for installation only.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details.
- B. Samples for Initial Selection: For units with factory-applied color finishes.
- C. Product Schedule: For site and street furnishings. Use same designations indicated on Drawings.
- D. Maintenance Data: For site and street furnishings to include in maintenance manuals.

PART 2 - INSTALLATION

2.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

2.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Complete field assembly of site and street furnishings, where required.
- B. Unless otherwise indicated, install site and street furnishings after landscaping and paving have been completed.
- C. Install site and street furnishings level, plumb, true, and positioned at locations indicated on Drawings and approved locations by Owner.

- D. Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
- E. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site and street furnishings and **3/4 inch (20 mm)** larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with non-shrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water. Install expansion joint per detail.

2.3 CLEANING

- A. After completing site and street furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

END OF SECTION 02870

SECTION 024113.13 – PAVING REMOVAL

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. All labor and equipment to remove the existing bituminous concrete pavement, concrete drives, slabs, pavement pads, curbs, gutters, brick or block walls and sidewalk as required by the contract documents.

1.2 RELATED DOCUMENTS

- A. Specified Elsewhere:
 - 1. 024113.15 – Saw Cutting Pavement
 - 2. 312000 – Earth Moving
 - 3. 321216 – Asphalt Paving
 - 4. 321383 – Portland Cement Concrete Sidewalks
 - 5. 321613 – Concrete Curbs and Gutters

1.3 QUALITY ASSURANCE

- A. The following documents shall provide the standards for construction within the **City of Naperville** unless otherwise stated in these specifications. In the event of conflict between these specifications and the existing **City of Naperville** codes, the **City of Naperville** codes will prevail.
 - 1. The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and the latest editions of Supplemental Specifications and Recurring Special Provisions (herein referred to as the “Standard IDOT Specifications”).
- B. Exceptions: All references in the Illinois Department of Transportation Standard Specifications to method of measurements and compensation shall not apply.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

- A. The material removed shall be disposed of legally by the Contractor away from the site.
- B. Sawing to a full depth of pavement, before removal operations begin, will be required for any joint between surface to be removed and surface to remain.
- C. The Trade Contractor shall use extreme care when removing material adjacent to existing construction. Any damage to the brick walls, foundation, or any other building feature or to adjacent pavement, curbs or sidewalks, shall be repaired by the Contractor to the satisfaction of the Construction Manager without additional compensation.

END OF SECTION 024113.13

SECTION 024113.15 – SAW CUTTING PAVEMENT

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. This item consists of sawing joints in the pavements in order to separate that portion to be removed from that which will remain in place. This work must be performed at the locations specified on the plans and as otherwise designated by the Engineer.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, including but not limited to:
 - 1. 321206 – Asphalt Paving
 - 2. 321613 – Concrete Curbs and Gutters
 - 3. 321383 – Portland Cement Concrete Sidewalks
- B. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions (herein referred to as the "Standard IDOT Specification"). (Method of Measurement and Basis of Payment shall not apply.)

1.3 QUALITY ASSURANCE

- A. The following documents shall provide the standards for construction within the **City of Naperville** unless otherwise stated in these specifications. In the event of conflict between these specifications and the existing **City of Naperville** codes, the **City of Naperville** codes will prevail.
 - 1. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions. (Method of Measurement and Basis of Payment shall not apply.)
- B. Exceptions: All references in the Illinois Department of Transportation Standard Specifications to method of measurements and compensation shall not apply.

1.4 SUMMARY

- A. The Contractor must saw a full depth vertical cut at locations where pavement removal is required as noted on the plans. It is the responsibility of the Contractor to determine the composition and thickness of the existing pavement, and the extent to which it is reinforced. No additional compensation will be allowed because of variations from the assumed thickness or from thickness shown on the plans or for variations in the amount of reinforcement. Should the

Contractor deface the edge, a new sawed joint must be constructed and any additional work, including removal and replacement, will be done at the Contractor's expense.

- B. The Contractor must make all saw cuts with a concrete sawing machine meeting the approval of the Construction Manager.

END OF SECTION 024113.15

SECTION 311000 – SITE CLEARING

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. All labor, materials, and equipment required to complete site clearing and disposal shown on the drawings.

1.2 RELATED DOCUMENTS

- A. Specified elsewhere within these specifications:
 - 1. 312000 – Earth Moving

1.3 QUALITY ASSURANCE

- A. Unless specifically stated in the specifications, the following documents shall provide general requirements and covenants applicable to construction within the **City of Naperville**. In the event of conflict between the contents of this document and the existing **City of Naperville** codes, the former will supercede the latter and/or the decision of the **City of Naperville** will prevail.
 - 1. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions. (Method of Measurement and Basis of Payment shall not apply.)

1.4 JOB CONDITIONS

- A. Restore damaged improvements to their specified condition acceptable to the Construction Manager. When required by the drawings, control monuments shall be re-established.
- B. Provide protection of property adjoining the project and limit work to the construction area delineated by the silt fence as shown on the drawings.
- C. Materials removed from the site shall be disposed of off the site in a legal manner.

1.5 JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS (JULIE)

- A. The Trade Contractor is responsible for calling JULIE at 1-800-892-0123 at least 48 hours prior to beginning any excavation. The Trade Contractor shall notify the Construction Manager with the JULIE dig number at least 48 hours prior to beginning any excavation. The Trade Contractor is responsible for maintaining utility marking throughout construction.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Equipment shall be at the option of the Trade Contractor within the limits of the "Construction Requirements" of Section 201 of the Standard Specifications.

2.2 DISPOSAL

- A. Disposal of surplus materials shall be in accordance with Article 202.03 of the Standard Specifications.
- B. Disposal of unstable and unsuitable material shall be off the site in a legal manner at a location provided by the Trade Contractor. Unsuitable and unstable material includes but is not limited to rocks, trees, stumps, and soil not suitable for compaction.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine the area where and conditions under which clearing and site preparation are to be performed. Notify Construction Manager in writing of conditions detrimental to proper and timely completion of the work.

3.2 SITE CLEARING

- A. Clearing and site preparation shall be performed in accordance with Section 201 of the Standard Specifications.
 - 1. Remove vegetation, improvements or obstructions interfering with installation of new construction.
 - 2. Fill depressions caused by clearing operations with satisfactory soil material, unless further excavation or earthwork is indicated. Place fill material in horizontal layers not exceeding six inches loose depth, and thoroughly compact to specified density.
 - 3. Existing roadways and drainage structures that are to remain shall be protected and maintained in their present condition. All items damaged shall be repaired at the Trade Contractor's expense.

END OF SECTION 311000

SECTION 312000 – EARTH MOVING

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. All labor, materials, and equipment required to complete site grading as shown on the Grading Plans for this project, including building excavation, and site preparation.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, including, but not limited to:
 - 1. 311000 – Site Clearing
 - 2. 312333 – Trenching and backfill
- B. Work under this Section shall be done in accordance with the applicable provisions of the “Code of Ordinances”, latest edition, as adopted by the **City of Naperville**, Illinois.

1.3 QUALITY ASSURANCE

- A. Unless specifically stated in the specifications, the following documents shall provide general requirements and covenants applicable to construction within the **City of Naperville**. In the event of conflict between the existing **City of Naperville** codes and the contents of this document, the former will supercede the latter and/or the decision of the **City of Naperville** will prevail.
 - 1. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions. (Method of Measurement and Basis of Payment shall not apply.)
 - 2. I.S.P.E., Consulting Engineers Council of Illinois, et. al., Standard Specifications for Water and Sewer Main Construction in Illinois, latest revision.
- B. Testing Laboratory Services:
 - 1. The Owner shall secure and pay for the services of a Geotechnical Engineer to classify existing soil materials, to recommend and to classify proposed borrow materials when necessary, to verify compliance of materials with specified requirements, and to perform required field and laboratory testing.
- C. The Contractor shall not rely on the Owner to provide Source Site Certifications for removal of any materials.
- D. Form LPC-663, Uncontaminated Soil Certification by Licensed Professional, can be downloaded from <http://www.epa.state.il.us/land/regulatory-programs/permits-and-management/forms/clean-construction-demo-debris/index.html>

- E. The contractor shall provide the Owner and the engineer with copies of all executed forms, documents, and correspondences regarding Clean Construction Demolition Debris (CCDD).

1.4 SUMMARY

- A. Section Includes:
 - 1. Site clearing.
 - 2. Earth moving and excavation.
 - 3. Utilities trenching.
 - 4. Grading.
 - 5. Backfilling.
 - 6. Filling.
 - 7. Compacting.

1.5 REFERENCES

- 1. ASTM D 1556-00 -- Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
- 2. ASTM D 1557-02 -- Test Methods for Laboratory Compaction Characteristics of Soils Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
- 3. ASTM D 2167-94(2004) -- Standard Test Method for Density and Unit Weight of Soil In-Place by the Rubber Balloon Method.
- 4. ASTM D 2487-00-- Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- 5. ASTM D 2922-01 -- Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- 6. ASTM D 3017-01 -- Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- 7. ASTM D 698-00a --Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
- 8. ASTM D448-03a -- Standard Classification for Sizes of Aggregate for Road and Bridge Construction

1.6 SUBMITTALS

- A. Test Reports: Testing laboratory will submit the following reports directly to the Construction Manager and shall copy the Trade Contractor:
 - 1. Analysis of soil materials, whether procured on or off site, and including fill, backfill, and borrow materials.
 - 2. Verification of each footing subgrade.

3. In-place density test reports.
4. Moisture-density relationship test reports.
5. Compressive strength or bearing test reports.

1.7 SITE CONDITIONS

- A. Traffic: Do not interfere with or close public ways without permission of governing authorities. Do not interfere with adjacent private facilities.
- B. Site Utilities:
 1. Advise utility companies of excavation activities before starting excavations. Locate and identify underground utilities passing through work area before starting work.
 2. If underground utilities are encountered in locations other than indicated, immediately advise Utility Owners before proceeding. Amend project record documents to show actual locations.
 3. Protect existing utilities indicated to remain.
 4. Do not interrupt existing utilities without advance notice to and written approval from the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Where sufficient approved materials are not available from required excavations on site, obtain and pay for materials from approved sources off site without charge to the Owner.
- B. For each soil material proposed for use as fill or backfill, whether obtained on or off site, testing laboratory shall classify soil material, develop Proctor curve, and perform any other tests required.
- C. Obtain approval of the Geotechnical Engineer and Construction Manager for each soil material.
- D. Topsoil: Refer to landscape drawings.
- E. Satisfactory Topsoil: Fertile agricultural soil, typical for locality, capable of sustaining vigorous plant growth; free of subsoil, rocks larger than 2 inches in diameter, clay, toxic matter, plants, weeds, and roots.
- F. Backfill and Fill Materials: Materials classified as satisfactory.
- G. Satisfactory Soil Material (ASTM D 2487): Free of stones larger than 2 inches in any dimension, trash, debris, organic material, other objectionable material and classified as follows:
 1. GW (well-graded gravel).
 2. GC (clayey gravel).
 3. SW (well-graded sand).
 4. SC (clayey sand).

5. CL (lean clay).
- H. Unsatisfactory Soil Material (ASTM D 2487):
 1. GP (poorly graded gravel).
 2. GM (silty gravel).
 3. SP (poorly graded sand).
 4. SM (silty sand).
 5. ML (silt).
 6. OL (organic clay).
 7. OL (organic silt).
 8. CH (fat clay).
 9. MH (elastic silt).
 10. OH (organic clay).
 11. OH (organic silt).
 12. PT (peat).
- I. Aggregate Fill outside Tree Drip Line: Crushed Concrete; 100 percent passing a 1-1/2-inch sieve; not more than 2 percent passing a No. 4 sieve
- J. Aggregate Fill within Tree Drip Line: Clean, crushed rock or gravel or uncrushed gravel; 100 percent passing a 1-1/2-inch sieve; not more than 2 percent passing a No. 4 sieve.
- K. Subbase Material: Well-graded, clean, sound, durable particles of crushed concrete, crushed blast furnace slag, and screenings. Obtain the Construction Manager's approval of source, quality, and gradation.

2.2 PLASTIC WARNING TAPE

- A. Acid- and alkali-resistant polyethylene film specifically manufactured for marking and identifying underground utilities.
 1. Minimum width, 2 inches; minimum thickness, 4 mils.
 2. Metallic core encased in protective jacket against corrosion and detectable by metal detector when tape is buried 1 foot deep.
 3. Continuous printed inscription shall describe utility. Tape color:
 - a. Electric: Red.
 - b. Gas: Yellow.
 - c. Water system: Blue.
 - d. Sewer: Green.
 - e. Phone: Orange

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection: Provide markers indicating limits of work and clear identification of items and areas requiring protection utilizing construction fencing as necessary.
- B. Provide barricades, warning signs, and warning lights around open excavations as necessary to prevent injury to persons.

- C. The Trade Contractor is solely responsible for determining the potential for injury to persons and damage to property.
 - 1. Where such potential is present, take appropriate protective measures.
 - 2. Protect persons from injury and protect existing and new improvements from damage caused directly or indirectly by construction operations.
- D. Do not allow excavation subgrades and soil at foundations to be subjected to freezing temperatures or frost. Provide protective insulating materials as necessary. Should prepared, compacted subgrades be damaged by freezing, remove soil materials to the depth required by the Geotechnical Engineer and replace and recompact in conformance with specified requirements.

3.2 EROSION CONTROL

- A. To the maximum extent practicable, prevent erosion or displacement of soils and discharge of soil-bearing water runoff to adjacent properties and waterways.
- B. Provide erosion control during the entire project in accordance with applicable regulations, including Section 313500 - Slope Protection, and as shown on the drawings.

3.3 PROTECTION OF TREES

The Contractor shall contract with an Arborist to obtain recommendations for tree preservation alternatives and procedures, as required.

- A. Provide temporary guards to protect trees and vegetation to remain. Place guards so as to prevent all forms of vehicular traffic or parking within drip lines.
 - 1. Do not allow excess foot traffic within drip lines.
 - 2. Do not stockpile construction materials, soil, or aggregates within drip lines.
 - 3. Water trees and other vegetation to remain within limits of the area of construction activities as required to maintain their health during course of construction operations.
- B. Excavate within drip line of trees only where indicated.
- C. Where underground utilities must pass within drip line, hand-dig tunnels to avoid cutting main lateral roots and taproots. Minor roots may be cut only when necessary.
- D. Where excavation must occur within drip line, hand excavate to avoid damage to roots. Minimize over-excavation by providing sheeting in lieu of sloped embankments.
 - 1. Re-establish exposed roots in areas to be backfilled where practicable. Extend excavation along major roots to facilitate gradual bending of roots into backfill areas. Cut roots only where roots cannot be re-established.
 - 2. Where root system is damaged or cut back, prune branches to maintain root/branch balance.

- E. Immediately protect exposed roots until re-establishment in backfill. Cover with approved mulching material and keep continuously moist.
- F. Maintain existing grade within drip line of trees, unless otherwise indicated.
- G. Lowering Grades:
 - 1. Follow recommendations of Arborist to achieve required grades and optimize chances of survival for trees. Use hand excavation within drip line.
 - 2. Prune branches as recommended by Arborist and provide further maintenance as recommended by Arborist until substantial completion.
- H. Raising Grades:
 - 1. Minor fills less than 6 inches: Place specified topsoil without compacting, and finish grade by hand.
 - 2. Moderate fills, 6 to 12 inches:
 - a. Place aggregate fill on existing grade. On all sides of tree trunk, hand place aggregate fill within an 18 inch radius of trunk up to a level approximately 2 inches above finish grade.
 - b. Elsewhere within drip line, hand place aggregate fill up to 6 inches below finish grade, then hand place 6 inches of topsoil to finish grade. Slightly over fill to allow for future settlement.
 - c. Finish grade by hand without compacting fill.
- I. Where cutting is required, cut branches and roots using properly sharpened tools and without breaking members.

3.4 CLEARING AND GRUBBING

- A. Remove any trash or debris from site, including below-ground portions. Completely remove existing trees indicated to be removed, including stumps and roots.
- B. Remove all vegetable matter from within the limits indicated on the drawings.
 - 1. Fill holes thus created with approved, compacted soil.
 - 2. Remove and dispose of grass and other vegetation before stripping topsoil. Strip topsoil down to subsoil without contaminating topsoil with subsoil.
 - 3. Stockpile in a manner to freely drain surface water and to prevent contamination by subsoil or other materials; cover if necessary to prevent wind-blown dust.
 - 4. Do not strip topsoil within driplines of trees indicated to remain.

3.5 DEWATERING

- A. Do not allow surface or ground water to flow into or accumulate in excavations.
- B. Do not allow water to flow in an uncontrolled fashion across the project site or to erode slopes or to undermine foundations. Do not allow water to be diverted onto adjacent properties. Arrange excavation operations so as to provide

continual and effective drainage of excavations.

- C. Provide and maintain temporary diversion ditches, dikes, and grading as necessary; do not use trench excavations for this purpose. When required by surface or subsurface water conditions, provide sumps, wellpoints, french drains, pumps, and other control measures necessary to keep excavations free of water. When existence of ground water near or above final excavation level is indicated or suspected, provide control measures prior to excavating to water level and maintain water level continuously below working level.

3.6 EXCAVATION

- A. General: Excavation includes the removal of any materials necessary to achieve the required subgrade elevations and includes reuse or disposal of such materials.
- B. Unnecessary Excavation: The expense of excavation of materials outside of limits indicated or ordered in writing by the Geotechnical Engineer and the correction thereof to the satisfaction of the Engineer shall be borne by the Trade Contractor.
 - 1. Unnecessary excavation under footings: Either deepen footings to bear on actual subgrade elevation without changing top elevations or place concrete fill up to required elevation, as required by the Geotechnical Engineer.
 - 2. Unnecessary excavation other than under footings: Either place compacted fill or otherwise correct conditions, as required by the Engineer.
- C. Approval of Subgrade: Notify the Engineer when required elevations have been reached.
 - 1. When required by the Geotechnical Engineer due to the unforeseen presence of unsatisfactory materials or other factors, perform additional excavation and replace with approved compacted fill material in accordance with the Geotechnical Engineer's instructions.
 - 2. Payment for unforeseen additional work will be made in accordance with established unit prices or, if none, in accordance with provisions for changes in the work. No payment will be made for correction of subgrades improperly protected against damage from freeze-thaw or accumulation of water, or for correction of otherwise defective subgrades.
- D. Excavation Stabilization: Wherever it is possible to slope faces of excavations to achieve stabilization, do so in compliance with requirements of governing authorities. Otherwise, provide shoring and bracing.
 - 1. Design, provide, maintain, and remove shoring and bracing in compliance with requirements of governing authorities. Remove temporary shoring and bracing when stabilization is no longer required.
- E. Excavation for Structures:
 - 1. Excavate beyond footings and foundations so as to allow proper construction and inspection of concrete formwork and other materials.

Excavate to the required elevation.

a. Tolerance: Plus or minus 0.10 foot.

- F. Excavation for Footings and Foundations:
 - 1. Delay excavation to final grade and final compaction until just before concrete will be placed.
 - 2. Remove any loose or sloughed material and adjust excavations to conform to required lines, grades, and tolerances and to form a suitable bearing surface. Do not disturb bottom of completed excavations.
- G. Excavation for Pavements: Excavate, shape, and compact to the lines, subgrade elevations, and cross sections indicated.
- H. Excavation for Trenches:
 - 1. Unless otherwise required, begin trenching, utility installation, and backfilling at lowest portion of utility line, working toward highest portion of line.
 - 2. Dig trenches to uniform widths indicated.
 - a. Where indicated trench widths are exceeded, redesign, stronger pipe, or special installation procedures may be required by the Engineer at no additional cost to the Owner.
 - 3. Unless otherwise indicated, trench walls for piping shall be vertical from trench bottom to one foot above top of pipe or to top elevation of initial backfill, whichever is higher.
 - 4. Excavate trenches to the depths necessary to achieve required flow lines and invert elevations and to prevent freezing of liquids or frost heave during winter.
 - 5. Dig trenches so as to provide not less than the following minimum cover:
 - a. Water lines: 5.5 feet.
 - b. Gas distribution: 3 feet.
 - c. Electric lines: 2 feet.
 - d. Sanitary sewer: In accordance with plans.
 - Storm sewer: In accordance with plans.
 - 6. Trench bottoms: Unless otherwise indicated, excavate and shape trench bottoms as follows:
 - a. Support pipes and conduit up to 5 inches diameter on smooth, accurately graded subgrade. Shape surface by hand to provide continuous support on undisturbed soil for bell and body of pipe and joints, fittings, and body of conduit.
 - b. Support pipes and conduit 6 or more inches diameter on 4 inches of approved subbase material. Place and carefully compact additional layer of subbase material of depth required to support pipe haunches. Shape surface to provide continuous support for bell and body of pipe and joints, fittings, and body of conduit.
- I. Clean Construction Demolition Debris:
 - 1. The contractor shall be responsible for the lawful removal of all excavated material, soil, clean construction and demolition debris in accordance with Public Act 96-1416. All costs for but not limited to removal, hauling, disposing fees, charges, documenting, testing or certifications related to Public Act 96-1416

shall be incidental to the cost of the contract

2. If the Contractor chooses to dispose of surplus soil material at a registered uncontaminated soil fill location, Form LPC-663 must be executed and submitted to the operator of that location prior to material being delivered to the location. The contractor shall take care not to stockpile or mix together clean material with contaminated material or material from another site before hauling material for off-site disposal.

3. The contractor shall provide the Owner and the engineer with copies of all executed forms, documents, and correspondences regarding Clean Construction Demolition Debris (CCDD).

3.7 STORAGE

- A. Stockpile materials to be used for filling and backfilling, including excavated materials classified as satisfactory soil materials, at locations indicated or as directed. Stockpile in a manner to freely drain surface water; cover if necessary to prevent wind-blown dust.
 - 1. Store soil materials without intermixing. Protect from contamination with other soils or debris.
 - 2. Do not stockpile materials inside of drip line of trees to remain.
 - 3. Install silt fence around the perimeter at each stockpile.
 - 4. If a stockpile is to remain in place for over 30 days, it shall be seeded with temporary seeding.

3.8 PLASTIC WARNING TAPE

- A. Install tape directly above utilities, 4 to 6 inches below finished grade.

3.9 BACKFILLING

- A. Preparation: Backfill excavations as soon as practicable. Complete the following operations before backfilling:
 - 1. Inspection and acceptance of below-grade construction.
 - 2. Inspection, testing, and approval of underground utilities.
 - 3. Surveying of underground utilities for record documents.
 - 4. Concrete formwork removal.
 - 5. Removal of loose material, muck, debris, and trash from excavation.
 - 6. Installation of temporary or permanent horizontal bracing for structures to receive backfill.
- B. Remove temporary shoring and bracing as the work progresses and when its use is no longer necessary.
- C. Testing of Piping:
 - 1. Before performing testing of utilities (specified elsewhere):
 - a. Backfill and compact utility trenches to a level as required by local ordinances or IDOT.
- D. Backfilling near footings, general: Where trenches occur underneath of footings, or where trench bottoms occur below and within 18 inches horizontally of footing bottoms, backfill trench with concrete to top of footing and up to 4 feet

perpendicularly from each face of footing.

- E. Installation: Place approved soil materials in layers to required elevations. Do not place material on muddy or frozen surfaces or on surfaces containing frost.
- F. Installation: Place satisfactory soil materials in layers to required subgrade elevations.

3.10 FILLING

- A. Preparation: Verify that area has been stripped of vegetation including roots below grade. Remove and dispose of any unsatisfactory soils.
 - 1. When filling slopes steeper than 1 in 4 rise, plow, step, or break up surfaces to promote bond of new to existing material.
 - 2. Should density of subgrade to receive fill be less than specified for fill, break up and pulverize subgrade to a depth of at least 6 inches, moisture condition if necessary, and recompact to required density at optimum moisture content.
- B. Installation: Place fill materials to required elevations in maximum lifts of 6 inches. Provide fill materials beneath each area as indicated.
 - 1. Planted areas: Satisfactory soil materials.
 - 2. Paved areas: Combination of subbase material and satisfactory soil materials as indicated on drawings.
 - 3. Piping/conduit: Subbase material and/or imported trench backfill where indicated and required; otherwise use satisfactory soil materials.

3.11 PAVEMENT SUBBASE COURSE PLACEMENT

- A. Place lifts such that compaction true to grade and level is accomplished with a minimum of surface disturbance and segregation or degradation of materials. Maintain grade control and cross section by means of line and grade stakes. Maintain moisture content within prescribed limits during placing and compacting.
- B. When the total thickness of subbase is less than the maximum lift thickness permitted, place material in a single lift. When the total thickness of subbase is greater than the maximum lift thickness permitted, place materials in two or more lifts of uniform thickness with no lift less than 3 inches in thickness.
- C. Cut any overbuild to grade. Should top elevation be lower than allowable tolerances, scarify to a depth of 3 inches, add new material, and recompact to bring to grade within required tolerances.

3.12 COMPACTION

- A. Place materials used in backfilling and filling in layers not exceeding loose depths as follows:
 - 1. Heavy equipment compaction: 8 inches.
 - 2. Hand-operated tampers: 4 inches.

- B. Place material simultaneously on opposite sides of walls, small structures, utility lines, etc. to avoid displacement or overstressing.
- C. In-Place Density Requirements: Compact soil to not less than the values given below, expressed as a percentage of maximum density at optimum moisture content.
 - 1. Unpaved areas: Top 6 inches of subgrade and subsequent lifts - 90 percent.
 - 2. Building and Paved areas: Top 12 inches of subgrade and subsequent lifts - 95 percent.
 - 3. Utility trenches: Compact backfill and fill materials to in-place density specified for applicable area of trench, as required by ISPE Standard Specifications.
- D. Moisture Control: During compaction, control moisture of subgrades and subsequent lifts to within tolerances from optimum moisture content as recommended by testing laboratory. Wet surface with water when additional moisture is required. Aerate soil to aid in drying or replace soil when excessive moisture is present.

3.13 GRADING

- A. General: Smooth grade to a uniform surface that complies with compaction requirements and required lines, grades, and cross sections and is free from irregular surface changes.
- B. Provide smooth transition between existing adjacent grades and changed grades. Cut out soft spots, fill low spots, and cut down high spots to conform to required surfaces tolerances.
- C. Slope grades to direct water away from structures and to prevent ponding. Finish subgrade to required elevations within the following tolerance:
 - 1. Unpaved areas: Plus or minus 0.10 foot.
 - 2. Paved areas: Plus or minus 0.1 foot.
 - 3. Exterior steps and ramps: Plus or minus 0.05 foot.

3.14 PROOFROLLING

- A. After completion of required compaction and immediately prior to proceeding with subsequent construction, proofroll in the presence of the Construction Manager, Engineer, and testing laboratory representative.
- B. The test vehicle for proofrolling shall consist of a tandem axle truck loaded to a minimum gross weight of 40,000 lb, and verification of vehicle weight must be presented at time of proofroll.
- C. Proof roll as required by the **City of Naperville** Standard Specifications and IDOT Standard Specifications.
- D. Proofroll Areas to Receive: Pavement, and any areas required by the engineer

3.15 FIELD QUALITY CONTROL

- A. Testing Laboratory Services: Provide timely notice to testing laboratory. Do not proceed with construction until testing of each subgrade and lift of fill or backfill has been performed and required inspections and approvals have been obtained.
- B. Maximum Density at Optimum Moisture Content: Determine in accordance with ASTM D 1557, Procedure C.
 - 1. For each subgrade, fill, and backfill material, perform one moisture-density relationship test for each 1500 cubic yards, or fraction thereof, of material used.
- C. In-Place Density Tests: ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2922 (nuclear method), as applicable.
 - 1. When ASTM D 2922 is used, check and adjust calibration curves using ASTM D 1556 only. ASTM D 3017 shall be performed to measure water content of soil at the time in-place density tests are conducted. Calibrate density and moisture gages at the start of testing on each type of material encountered and at intervals as directed.
- D. Footing Subgrades: Test footing subgrades to determine bearing capacity of each soil stratum encountered. At the option of the Geotechnical Engineer and Construction Manager, visual inspection of subsequent similar subgrades and comparison with tested strata may be allowed.
- E. Areas under Slabs and Pavements: Conduct not less than one in-place density test of subgrade and one in-place density test of each compacted fill or backfill layer for every 3000 square feet of overlying paved area, but in no case less than 3 tests per lift.
- F. Foundation Wall Backfill: Conduct not less than 2 in-place density tests per lift.
- G. Trench Backfill: Conduct not less than 2 in-place density tests per lift per trench.
- H. If testing service reports indicate that subgrade or fills are below specified density, scarify or remove and replace to the required depth, recompact, and retest at no cost to the Owner.

3.16 MAINTENANCE

- A. Completed Areas: Protect from damage by pedestrian or vehicular traffic, freezing, erosion, and contamination with foreign materials. Repair and re-establish grades to specified tolerances in settled, eroded, or rutted areas.
- B. Damaged Areas: Where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction and whether due to subsequent construction operations or weather conditions, restore materials to required conditions: Scarify or remove and replace to the required depth, return to

optimum moisture content, and compact materials to the required density before continuing construction.

- C. Correction: Should settling occur within the project correction period, remove finished surfacing, add additional approved material, compact material, and reconstruct surfacing. Construct surfacing to match and blend in with adjacent surfacing as nearly as practicable.

3.17 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Stockpile any excess satisfactory topsoil in locations on site as directed by the Construction Manager. Properly dispose of unsatisfactory topsoil off site as directed by the Construction Manager.
- B. Remove any material not required for use on the project (including unsatisfactory soil, excess satisfactory soil, trash, and debris) and legally dispose of it off the Owner's property.
- B. On-site burning is not permitted.

END OF SECTION 312000

SECTION 312333 – TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. All labor, materials, and equipment required for satisfactory trenching, backfilling, compaction and removal of excess excavation for sanitary sewers, storm sewers and water main. Electrical and communications conduits covered elsewhere.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
 - 1. 311000 – Site Clearing
 - 2. 312000 – Earth Moving
 - 3. 334000 – Storm Drainage Utilities
 - 4. 321613 – Concrete Curbs and Gutters
 - 5. 321413 – Porous Unit Paving
- B. Work under this Section shall be done in accordance with the applicable provisions of the “Code of Ordinances”, latest edition, as adopted by the **City of Naperville**, Illinois.

1.3 QUALITY ASSURANCE

- A. Unless specifically stated in the specifications, the following documents shall provide general requirements and covenants applicable to construction within the **City of Naperville**. In the event of conflict between the existing **City of Naperville** codes and the contents of this document, the former will supercede the latter and/or the decision of the **City of Naperville** will prevail.
 - 1. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions. (Method of Measurement and Basis of Payment shall not apply.)
 - 2. I.S.P.E., Consulting Engineers Council of Illinois, et. al., Standard Specifications for Water and Sewer Main Construction in Illinois, latest revision.

1.4 PROJECT RECORD DOCUMENTS

- A. Record the limits of Trench Backfill.

END OF SECTION 312333

SECTION 321313 – CONCRETE PAVING

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. All labor, materials, and equipment required to satisfactorily complete the Portland Cement paving, as shown on the plans.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, including, but not limited to:
 - 1. 312000 – Earth Moving
- B. Work under this Section shall be done in accordance with the applicable provisions of the “Code of Ordinances”, latest edition, as adopted by the **City of Naperville**, Illinois.

1.3 QUALITY ASSURANCE

- A. Unless specifically stated in the specifications, the following documents shall provide general requirements and covenants applicable to construction within the **City of Naperville**. In the event of conflict between the contents of this document and the existing **City of Naperville** codes, the former will supercede the latter and/or the decision of **City of Naperville** will prevail.
 - 1. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions. (Method of Measurement and Basis of Payment shall not apply.)
 - 2. I.S.P.E., Consulting Engineers Council of Illinois, et. al., Standard Specifications for Water and Sewer Main Construction in Illinois, latest revision.

1.4 SUBMITTALS

- A. Concrete Mix Design:
 - 1. Certified copy of the concrete mix design demonstrating conformance with the specified concrete type.

1.5 SPECIAL REQUIREMENTS:

Submittal Requirements – Utilize a lighter concrete with a reflectivity of at least 0.3 to mitigate urban heat island effects for all surface type applications. This requirement will not be necessary for concrete roadway patching applications which will be overlaid with a bituminous binder and surface.

1.6 MATERIALS:

A. Cement

For all Concrete Pavements – Blended Hydraulic Cement: ASTM C 595, Type 1 (SM) using a mixture of Portland Cement and not more than 25% by weight of ground granulated blast furnace slag to achieve a white looking concrete with a reflectivity of at least 0.3.

END OF SECTION 321313

SECTION 321383 – PCC SIDEWALKS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. All labor, materials, and equipment required to complete in place the P.C. Concrete Sidewalk as indicated on the drawings, as hereinafter specified or as required to properly complete the WORK.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, including, but not limited to:
 - 1. 311000 – Site Clearing
 - 2. 312000 – Earth Moving
 - 3. 321216 – HMA Paving
 - 4. 321313 – Concrete Paving
 - 5. 321613 – Concrete Curbs and Gutters
- B. Work under this Section shall be done in accordance with the applicable provisions of the "Code of Ordinances", latest edition, as adopted by the **City of Naperville**, Illinois.

1.3 QUALITY ASSURANCE

- A. Unless specifically stated in the specifications, the following documents shall provide general requirements and covenants applicable to construction within the **City of Naperville**. In the event of conflict between the contents of this document and the existing **City of Naperville** codes, the former will supercede the latter and/or the decision of the **City of Naperville** will prevail.
 - 1. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions. (Method of Measurement and Basis of Payment shall not apply.)
 - 2. I.S.P.E., Consulting Engineers Council of Illinois, et. al., Standard Specifications for Water and Sewer Main Construction in Illinois, latest revision.

1.4 SPECIAL REQUIREMENTS:

Submittal Requirements – Utilize a lighter concrete with a reflectivity of at least 0.3 to mitigate urban heat island effects for all surface type applications. This requirement will not be necessary for concrete roadway patching applications which will be overlaid with a bituminous binder and surface.

1.5 MATERIALS:

- A. Cement

For all Concrete Pavements – Blended Hydraulic Cement: ASTM C 595, Type 1 (SM) using a mixture of Portland Cement and not more than 25% by weight of ground granulated blast furnace slag to achieve a white looking concrete with a reflectivity of at least 0.3.

PART 2 - EXECUTION

2.1 CONSTRUCTION

- A. Handicap ramps shall be constructed where shown on the plans and as per the latest Illinois Accessibility Code Standards.

END OF SECTION 321383

SECTION 321613 – CONCRETE CURBS AND GUTTERS

PART 1 - GENERAL

1.1 WORK INCLUDES

- A. All labor, material, and equipment required to complete the construction of concrete curb and combination concrete curb and gutter as indicated on the drawings, as hereinafter specified; or as required to properly complete the WORK.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, including but not limited to:
 - 1. 311000 – Site Clearing
 - 2. 312000 – Earth Moving
- B. Work under this Section shall be done in accordance with the applicable provisions of the “Code of Ordinances”, latest edition, as adopted by the **City of Naperville**, Illinois.

1.3 QUALITY ASSURANCE

- A. Unless specifically stated in the specifications, the following documents shall provide general requirements and covenants applicable to construction within the **City of Naperville**. In the event of conflict between the existing **City of Naperville** codes and the contents of this document , the former will supercede the latter and/or the decision of the **City of Naperville** will prevail.
 - 1. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions. (Method of Measurement and Basis of Payment shall not apply.)
 - 2. I.S.P.E., Consulting Engineers Council of Illinois, et. al., Standard Specifications for Water and Sewer Main Construction in Illinois, latest revision.

END OF SECTION 321613

SECTION 32 9219

LAWN SEEDING

1.0 GENERAL

1.1 Description

- A. This work consists of complete construction of lawn areas including: finish grading, tilling, cleaning seed bed, seeding, blanket, fertilizing, weed control, and mowing.

1.2 Submittals

- A. One seed tag for each seed type used on the site shall be saved and delivered to the Owner.

2.0 MATERIALS

2.1 Seed

- A. Seed shall be delivered to the site in the original sacks as received from the producer, and each sack shall be tagged in accordance with the agricultural seed laws of the United States and the State of Illinois. Each sack shall be tagged showing the dealer's guarantee as to the year grown, percentage of purity, percentage of germination and the date of the test by which the percentages of purity and germination were determined. All seed sown shall have a date of test within six (6) months of the date of sowing.
- B. Any seed delivered prior to use shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other causes.
- C. The new turf areas shall have a uniform seed mixture of one of the approved mixes listed below or an approved equal:

Field of Dreams Athletic Mixture by National Seed

- 30% Goalkeeper Perennial Ryegrass
- 30% Top Gun Perennial Ryegrass
- 20% Blue Moon Kentucky Bluegrass
- 20% Freedom III Kentucky Bluegrass

- D. The renovation lawn area shall have a uniform seed mixture of one of the approved mixes listed below or an approved equal:

Field of Dream Reseeder Mixture by National Seed

- 25% Accent Perennial Ryegrass
- 25% Caddieshack Perennial Ryegrass
- 25% Blue Chip Kentucky Bluegrass
- 25% Freedom III Kentucky Bluegrass

2.2 Blanket

- A. Blanket shall be excelsior for slopes greater than 1:4 and straw based on slopes less than 1:4. Both shall be weaved to prevent flyaway of fibers. Blanket shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives. Blanket stakes shall be bio-degradable (not metal).

2.3 Fertilizer

- A. Fertilizer shall be Nitrogen, Phosphorous and Potassium in the following mixes:

1. New Seeding Areas: 10-24-18 with 30% of nitrogen in slow release formula
2. Over-seed Areas: 22-3-11 with 50% of nitrogen in slow release formula

3.0 EXECUTION

3.1 Seeding Operations

- A. Remove all debris, including large stones, roots and construction materials. Fill all depressions in lawn area with topsoil prior to top dressing operations. No debris may be buried in pits on the site.
- B. Topsoil shall be applied at 6" depth. Topsoil may be blended with sand up to a ratio of 3 parts topsoil to 1 part sand to facilitate application. Contractor shall till; fine grade; remove all clumps, clay, sod clods, and undesirable materials. Seed bed shall be approved by Owner's representative before seeding.
- C. Seed shall be applied at the rates listed below for a dense stand with a Brillion, slit seeder, or other mechanical seeder. For new seeded areas, the entire seed bed area shall be covered with bio-degradable blanket. All seed areas must be completely and uniformly covered. Re-seed areas shall have no blanket applied.

3.2 Seeding Rates

- A. Seed shall be applied at the following rates - except if dormant seeding is completed in late fall, then rates to be doubled:

Seed	Rate per 1000 square feet
Field of Dreams Athletic Mix	4.5 pounds
Field of Dreams Reseeder Mix (over seed in Spring)	2.5 pounds

3.3 Fertilizing

- A. NEW SEEDING AREAS: 1.5 pounds of nitrogen fertilizer shall be applied per 1,000 square feet of turf shall be applied at time of initial seeding. See 2.3 for fertilizer mix. It shall be applied evenly over the planting area.
- B. RESEEDED AREAS: 0.75 pounds of nitrogen per 1,000 square feet shall be applied at time of overseeding, unless another amount is specified on plan. See 2.3 for fertilizer mix.

3.4 Repairs

- A. The Contractor shall be responsible for the repair of any damage to existing lawns, which may result from his work, and such repairs shall be made swiftly in a thorough and workmanlike manner, with minimum inconvenience to the Owner and users of the site. Where lawn areas have been disturbed or damaged, the damaged lawn areas, ruts and depressions shall be cultivated, filled with topsoil, settled to proper grades and seeded. Repairs shall be made to the satisfaction of the Owner or Owner's representative.

3.5 Maintenance

- A. It is the responsibility of the Contractor to maintain all seeded lawn areas; this may include cultivation, reseeding, fertilizing, watering, mowing, and the control of weeds until final acceptance has been granted. The Contractor shall mow the grass to a three -inch (3") height if it reaches a four-inch (4") height any time prior to final acceptance. The Owner's representative shall inspect the conditions of the stand to determine satisfaction or the need to improve the

stand. Satisfaction is based on 95% coverage over the entire new seeding area and over-seed areas. Maintenance shall continue by the Contractor until acceptance has been granted.

3.6 Watering

- A. Watering must be started immediately after the seed is installed. Watering should begin as soon as an area large enough to put down a sprinkler is ready.
- B. Thoroughly soak the seed and the soil under the seed. It should be moist at least 2 inches deep. Corners shall be noted and may need to be hand watered to ensure full coverage.
- C. After the first watering, water enough to keep the soil under the seed moist, but not muddy. In cool weather this may mean watering only every 3 or 4 days. In very hot weather, you may have to water daily. **Do not allow the seed or soil underneath to dry out between waterings.**
- D. In about two weeks the seed should have begun to knit to the soil underneath and the watering can be lessened to once or twice per week depending on the weather conditions.
- E. If an irrigation system is in place, it is the responsibility of the Contractor to ensure that the system is working and is covering all new seed areas. This responsibility continues until the site is turned over to the owner.
- F. Watering shall continue and be maintained by the contractor for at least 30 days beyond substantial completion. It is the contractor's responsibility to meet lawn establishment requirements – additional watering by contractor may be needed.

END OF SECTION

SECTION 32 9300

LANDSCAPING

1.0 GENERAL

1.1 Description

- A. This work consists of supplying and installing plant materials; preparing and placing all topsoil, planting mix, fertilizer, mulch, and related items and furnishing and installing ground cover, perennials, annuals, shrubs, and trees. The Contractor shall be responsible for furnishing all materials, equipment, and labor necessary to complete the work and for maintenance in accordance with the plans and specifications.

1.2 Acceptance

- A. Acceptance of plant material shall be given by the Owner's Representative before plant material is installed and again after installation. Rejected plants shall be immediately removed from the site at the Contractor's expense.
- B. Final inspection of all plantings will be made at the conclusion of the work. The work will be accepted by the Owner upon the satisfactory completion of all work but exclusive of the replacement of plant materials. At the time of final acceptance of the project, all constructed areas must be free of weeds.

1.3 Guarantee Period

- A. The guarantee period for all planting shall begin at the date of written acceptance by the Owner or Owner's representative and shall continue for a period of twelve months.
- B. The Contractor shall replace as weather conditions permit, all plants 1/3 dead or more, and all plants not in a vigorous, thriving condition noted at the end of the guarantee period.
- C. Plants used for replacement shall be of the same size and variety specified in the plant list. Replacement plants shall be furnished, planted and mulched as specified herein and guaranteed for one year following the acceptance of the replacement work at no additional cost to the Owner.

1.4 Utility Responsibility

- A. The Contractor is responsible for damage to underground utilities. All locations shall be checked for the presence of utilities. Call JULIE (Joint Utilities Locating Information for Excavators) toll free at 1-800-892-0123.

2.0 MATERIAL

2.1 Planting Mix

- A. Planting mix shall be 80% topsoil, 10% mushroom compost, and 10% sand. The three shall be mixed thoroughly. Planting mix shall be free of weed seeds.

2.2 Topsoil

- A. Topsoil shall meet technical specification Section 31 2000, Earthwork.

2.3 Mulch

- A. Mulch shall be rough cut and shredded hardwoods cured for a minimum of one year. No color additive. No weeds.

2.4 Plant Material

- A. Plant materials shall be freshly dug vigorous plants of specimen quality, symmetrical, thickly branched, tightly knit plants, true to species and variety and conforming to the measurements specified in the plant list and complying with ANSI Z60.1-2014. All plants shall be free of disease, insect pests, eggs, larva, and shall have healthy, well-balanced root systems. Specified plants of the same species and variety shall be matched specimens from a single block source and shall not be pruned before delivery. Standards for measurement, branching and grading of plant material shall be in conformance with current codes and standards recommended by the American Association of Nurserymen, Inc., as stated in the American Standard for Nursery Stock
- B. Balled and burlapped (BB) plants shall be dug with firm natural balls of earth, with sufficient diameter and depth to include all fibrous and feeding roots. No plants moved with a ball will be accepted if the ball is cracked or broken before or during planting operations.
- C. All plants shall have been grown under climatic conditions similar to those in the locality of the project for at least two years. Plants shall have been transplanted or root pruned at least once in the past three years. No heeled-in plants or plants from cold storage will be accepted.
- D. Substitutions will not be permitted. If proof is submitted that specified plants or sizes are unobtainable, a proposal will be considered for the nearest equivalent size or variety.
- E. All plants shall conform to the measurements specified in the plant list; exceptions are as follows:
 - 1. When size substitutions are necessary, the contractor shall request approval from the Owner's Representative in writing. It is up to the Owner's Representative to approve in writing requested substitutions.

3.0 EXECUTION

3.1 Planting Operations

- A. Weather Conditions: Planting shall be done under favorable weather conditions or as authorized by the Owner's Representative.

3.2 Transportation and Delivery

- A. All plants that cannot be planted immediately on delivery shall be set on the ground or in a trench and the balls well covered with soil, manure or other acceptable material to prevent freezing, drying or over watering conditions. The Contractor shall notify the Owner's Representative at least 48 hours in advance of the anticipated delivery of any plant material for on-site approval.
- B. Plants transported to the site in open vehicles shall be covered with tarpaulins or other suitable covers securely fastened to the body of the vehicles and covered shipments shall be adequately ventilated to prevent overheating of the plants.
- C. All plants shall be kept moist, fresh and protected for the entire period during which the plants are being handled in transit or in temporary storage. No plant shall be so bound with rope or wired at any time as to damage the bark, break branches, or destroy the plant's natural shape.

3.3 Installation

- A. Prior to excavation, the Contractor will stake all trees and mark shrub locations and perennial bed locations for approval of the Owner's Representative.

Whenever the Contractor is in doubt as to the proper location or spacing of plants, he shall request clarification. The Contractor is responsible for stripping sod from proposed planting areas and leveling soil according to drawings and specifications. This is considered incidental to the contract and will not be paid for separately. All planting pits shall be excavated to the full depth of the plant ball or container. The ball top shall be properly set to finished grade. All excavated material not used in the soil mixture or soil backfill shall be removed and legally disposed of off site.

- B. Excavation: The diameter of each planting pit shall be a minimum of twenty-four inches (24") greater than the diameter of the plant ball for trees and large shrubs and twelve inch (12") greater than diameter of small shrubs.
- C. Set plants in center of pits plumb and straight and at such a level that after settlement, the base of the plants will be at the finished grade. Set plants upright and faced to give the best appearance or relationship to each other or adjacent structures.
- D. When balled and burlapped trees are set, compact planting mixture around base of ball to fill all voids. All burlap, ropes and wires shall be removed from the sides and top of balls. No wire or wire baskets shall remain in the ground after planting.
- E. Immediately after the plant pit is back filled, a shallow basin slightly larger than pit shall be formed with a ridge of soil to facilitate watering. Strip sod from around the planting pit to form a six foot (6') diameter circle of bare ground around trees or to form a planting bed for shrubs as shown in the drawings.
- F. All non-turf soil surface in planting areas shall be mulched. Mulch shall be no less than three inches (3") deep, and no greater than four inches (4") deep. Mulch shall not come in contact with trunk of trees.

3.4 Pruning

- A. Each tree and shrub shall be pruned in accordance with standard horticultural practice to preserve the natural character of the plant and in the manner fitting its use in the landscape design.
 - 1. All dead wood or suckers and all broken or badly bruised branches shall be removed.
 - 2. Pruning shall be done with clean, sharp tools.
 - 3. Flowering trees shall be pruned only to remove dead and broken branches or branches that rub.

3.5 Watering and Maintenance

- A. At the time of planting, water is to be applied lightly until six inches (6") to eight inches (8") depth of wetness is met. Every effort shall be made to water from early morning to approximately one (1) hour before mid-day. Where watering systems exists, the Contractor shall utilize the systems in the manner they were intended.
- B. Contractor shall water plant material from the point when it is installed to thirty days after substantial completion is met for the entire project. Watering shall take place so that no less than 1" of water is applied to each plant within any seven day period.
- C. Prior to final acceptance of the project, the Contractor shall inspect the plantings throughout the growing season and take necessary steps to control insect and blight attack. The Contractor shall also inspect the plantings after severe storm

and exercise all corrective measures required to maintain finished quality appearance and good plant vigor.

- D. No pesticides or herbicides shall be applied to any plant material without the approval of the Owner's Representative. Care shall be taken in watering plant material so as not to over water or in any way damage the plants. The Contractor is encouraged to monitor the soil moisture condition frequently and water when necessary to improve the percentage of plant survival. The Owner will not take over watering of plant material until thirty days after substantial completion of the project is met.

3.6 Tree Watering Bags

- A. Slow-Release Irrigation Tree Bag: UV-light-stabilized nylon-reinforced polyethylene sheet manufactured for drip irrigation of plants and emptying its water contents over an extended time period. Provide one bag for each new tree installed, incidental to contract. Contractor shall fill bags with water per manufacturer's recommendations based on tree caliper size and weather demands at the time of installation through 30 days beyond substantial completion.
- B. Tree bags as manufactured by DeWitt Dew Right, Treegator, or approved equal.

END OF SECTION

SECTION 330513 – MANHOLES AND STRUCTURES

PART 1 - GENERAL

1.01 WORK INCLUDES

- A. Storm sewer manholes, catch basins and inlets, sanitary sewer manholes and water main valve vaults, as specified on the plans.

1.02 RELATED WORK

- A. Specified elsewhere:
 - 1. 312333 – Trenching and Backfill
 - 2. 333000 – Sanitary Sewerage Utilities
 - 3. 331000 – Water Utilities
 - 4. 334000 – Storm Drainage Utilities

1.03 QUALITY ASSURANCE

- A. The following documents shall provide the standards for construction within the **City of Naperville** unless otherwise stated in these specifications. In the event of conflict between these specifications and the existing **City of Naperville** codes, the **City of Naperville** codes will prevail.
 - 1. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions. (Method of Measurement and Basis of Payment shall not apply.)
 - 2. I.S.P.E., Consulting Engineers Council of Illinois, et. al., Standard Specifications for Water and Sewer Main Construction in Illinois, latest revision.
- B. Utility Compliance: Comply with local utility regulations and standards pertaining to storm sewerage systems.
- C. Exceptions: All references in the Illinois Department of Transportation Standard Specifications and the Standard Specifications for Water and Sewer Main Construction in Illinois to method of measurements and compensation shall not apply.

1.04 SUBMITTALS

- A. Manufacturer's Data.
 - 1. Manufacturer's standard data sheet showing compliance with applicable codes and specifications. Data shall indicate joint material for joining of precast sections. Submit data on: sanitary sewer manholes, storm sewer manholes, storm sewer catch basins, water main valve vaults and other associated structures.

PART 2 - PRODUCTS

2.01 PRECAST SECTIONS

- A. Sanitary and storm sewer manholes and precast storm sewer inlets shall be precast concrete in accordance with ASTM C478. Manholes less than four feet in depth shall have precast concrete flat slab top while manholes greater than four feet in depth shall have precast concrete cone sections unless shown otherwise on the drawings. All joints between precast sections shall be made with a rubber gasket. Manhole steps shall be cast iron or reinforced plastic. Manhole frame shall be sealed to top precast section with bitumastic material. Access hatches where shown on the drawings shall be cast in place. Pipe openings shall be equipped with a cast in place flexible pipe seal. Storm Sewer Manholes shall meet the requirements of IDOT Standard Specifications Section 602.

2.02 FRAMES AND COVERS

- A. Storm Manhole Frames and Covers: Type as specified on the plans, from East Jordan Foundry Company, Neenah Foundry Company, or approved equal. Solid lids are to have the word "STORM" indented and cast into the lid.
- B. Sanitary Manhole Frames and Lids: Lids are to be solid, self-sealing with a pick hole. Product is to be from East Jordan Foundry Company, Neenah Foundry Company, or approved equal. The word "SANITARY" is to be indented and cast into the lid.
- C. Water Valve Vaults Frames and Lids: Lids are to be solid, self-sealing with a pick hole. Product is to be from East Jordan Foundry Company, Neenah Foundry Company, or approved equal. The word "WATER" is to be indented and cast into the lid.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine the area where and conditions under which manholes, catch basin or vaults are to be installed. Notify Engineer in writing of conditions detrimental to proper and timely completion of the work.

3.02 COORDINATION

- A. Schedule work and notify all crafts in time so that provisions for their work can be made without delaying the project.

3.03 INSTALLATION

- A. Excavation
 - 1. In order to permit the joints to be installed properly and also to permit proper compaction of the backfill material, the excavation shall be made to a diameter of at least two feet greater than the outside diameter of the structure.

- B. Subbase Preparation
 - 1. Adequate foundation for all manhole structures shall be obtained by removal and replacement of unsuitable material with well-graded granular material, by tightening with coarse ballast rock, or by such other means provided for foundation preparation of the connected sewers.
- C. Manhole Base Installation (Precast Base)
 - 1. A well-graded granular bedding course conforming to the requirements for aggregate for trench backfill (Section 312300), not less than four inches in thickness and extending to the limits of the excavation, shall be firmly tamped and made smooth and level to assure uniform contact and support of the precast element. A precast base section shall be carefully placed on the prepared bedding so as to be fully and uniformly supported in true alignment and making sure that all entering pipes can be inserted on proper grade.
- D. Precast Manholes
 - 1. Precast manholes may be constructed with a precast base section or a monolithic base structure as specified. Precast sections shall be placed and aligned to provide vertical sides and vertical alignment of the ladder rungs. The completed manhole shall be rigid, true to dimensions and shall be watertight.
 - 2. All lift holes on precast elements shall be completely filled with an approved bitumastic material. All joints between precast elements on sanitary sewer manholes shall be made with an O-ring rubber or neoprene gasket.
- E. Construction Details
 - 1. Inlet and Outlet Pipes for Break-in Connections. Pipe or tile placed in the masonry for inlet or outlet connections shall extend through the wall and beyond the outside surface of the wall a sufficient distance to allow for connections, and the masonry shall be carefully constructed around them so as to prevent leakage along the outer surfaces. Special care shall be taken to see that the openings through which pipes enter the structure are completely sealed by use of nonshrink, non-metallic grout. A rubber gasket shall be installed on the barrel of the pipe prior to grouting it in place. No break-in connections will be allowed without written authorization from the Construction Manager.
 - 2. Placing Castings: Casting adjustments of less than two inches shall be with mortar. The mortar shall be mixed in proportion of one part cement to three parts sand, by volume, based on dry materials. Castings shall be set accurately to the finished elevation so that no subsequent adjustment will be necessary. Castings shall be sealed to concrete sections with bitumastic material.
 - 3. Manhole Inverts: Construct manhole flow channels of concrete of sewer pipe, which shall be of semicircular section conforming to the inside diameter changes in size or grade gradually, and changes in direction shall be by true curves. Provide channels for all connecting sewers to each manhole and benching shown on the drawings.

- F. Backfill
 - 1. The space between the sides of the excavation and the outer surfaces of the manhole shall be backfilled with aggregate for trench backfill when the manhole is within a pavement area or when the nearest point of the excavation for the manhole falls within two feet of the pavement edge.
- G. Cleaning
 - 1. All newly constructed manholes shall be cleaned of all accumulation of silt, debris or foreign matter of any kind and shall be free of such accumulations at the time of final inspection.

END OF SECTION 330513

SECTION 334000 – STORM DRAINAGE UTILITIES

PART I - GENERAL

1.1 WORK INCLUDES

- A. All labor, materials, and equipment required to satisfactorily install the storm sewer and appurtenances as shown on the plans.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, including, but not limited to:
 - 1. 312333 – Trenching and Backfill
- B. Work under this Section shall be done in accordance with the applicable provisions of the “Code of Ordinances”, latest edition, as adopted by the **City of Naperville**, Illinois.

1.3 QUALITY ASSURANCE

- A. Unless specifically stated in the specifications, the following documents shall provide general requirements and covenants applicable to construction within the **City of Naperville**. In the event of conflict between the existing **City of Naperville** codes and the contents of this document, the former will supercede the latter and/or the decision of the **City of Naperville** will prevail.
 - 1. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision, along with the Supplemental Specifications and Recurring Special Provisions. (Method of Measurement and Basis of Payment shall not apply.)
 - 2. I.S.P.E., Consulting Engineers Council of Illinois, et. al., Standard Specifications for Water and Sewer Main Construction in Illinois, latest revision.
- B. Environmental Compliance: Comply with applicable portions of local Environmental Agency regulations pertaining to storm sewerage systems.
- C. Utility Compliance: Comply with local utility regulations and standards pertaining to storm sewerage systems.

1.4 SUMMARY

- A. This Section includes storm sewerage system piping and appurtenances as indicated on the plans outside the building to the point of disposal.

1.5 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and

Division 1 Specification Sections:

1. Product data for drainage piping specialties.
2. Shop drawings for precast concrete storm drainage manholes, catch basins and inlets, including frames, covers, and grates.

1.6 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations. Verify that storm sewerage system piping may be installed in compliance with original design and referenced standards.

1.7 PROJECT RECORD DOCUMENTS

- A. Record location of pipe runs, service connections, manholes, cleanouts, and invert elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

END OF SECTION 334000