

REQUEST FOR PROPOSAL

2026 FALL PROJECTS RUBLOFF BUILDING TOILET ROOM REMODELING

at

TRUENORTH EDUCATIONAL COOPERATIVE 804

780 Red Oak Lane
Highland Park, Illinois 60035

for

RUBLOFF BUILDING

776 Red Oak Lane
Highland Park, Illinois 60035

05 October 2026

Project Number: 1311-2026038B



REQUEST FOR PROPOSAL

Project: 2026 FALL PROJECT – RUBLOFF TOILET ROOM REMODELING

Location: Rubloff Building
776 Red Oak Lane
Highland Park, Illinois 60035

Owner: TrueNorth Educational Cooperative 804
760 Red Oak Lane
Highland Park, Illinois 60034

Architect: GreenAssociates, Inc.
1437 Harmony Court
Itasca, Illinois 60143
(847) 317-0852

Representative: Alan Crovetti, acrovetti@greenassociates.com, 847-317-0852 x149.

GENERAL REQUIREMENTS:

Description: Work includes but is not limited to the scope as shown on Architectural and Plumbing Drawings regarding demolition of existing improvements to accommodate new improvements including but not limited to: cutting and patching concrete slab on grade, drywall, wall and floor tile, painting, new toilet room accessories, and urinal screens; rough-in plumbing, toilet and urinal fixtures; dismantling existing plumbing fixtures toilet room accessories and reinstalling them upon completion of Work; provide daily and final cleaning upon final completion of the project.

Bid: Single-prime lump sum bid.

Bid Due Date: Submit proposals to the office of the District Buildings & Grounds of TrueNorth Educational Cooperative 804 with a copy delivered to the Architect via email to Alan A. Crovetti at acrovetti@greenassociates.com not later than 2 p.m., Monday, 02 November 2026.

Bid Documents: Bid documents include this request for proposal:

Bid Form - 004113: Bidder shall execute the following certifications which shall be submitted with the Proposal:

1. Non-Collusion Affidavit.
2. Certificate of Bidder Eligibility.
3. Certificate of Prevailing Wage Payment.
4. Certificate Regarding Sexual Harassment Policy.
5. Compliance with Illinois Drug-free Workplace Act.
6. Equal Employment Opportunity.
7. Criminal Background Investigations.
8. OSHA Regulations

AIA Form A201 General Conditions of the Contract (see attached)

Drawings:

1. A-131 - Floor Plans, Elevations, Details, Note & Schedules
2. P-131 - Plumbing Floor Plans, Notes & Schedules

Bidders Instruction:	<p>Bidders shall visit the site and verify existing conditions prior to submitting bid. Prior to visiting the schools, Bidders shall contact Jonathon Guerreo, Facilities Operations Supervisor, (847) 878-4988. Bidders are required to report to the school office upon arrival.</p> <p>The Contractor shall pay not less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, as ascertained by the Illinois Department of Labor, and shall submit certified payroll records, in compliance with the Prevailing Wage Act (820 ILCS 130) and the requirements of the Bidding Documents.</p> <p>The Owner is exempt from Illinois sales tax. The tax exemption number will be provided to the Contractor upon Notice of Award.</p>
Bonding:	<p>The Bidder shall provide the following:</p> <ol style="list-style-type: none"> 1. AIA Document A310 – Bid Bond in the amount of 10% of Bid. 2. AIA Document A312 – Performance and Payment Bond. <p>The cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.</p> <p>The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.</p>
Insurance:	Insurance for the Work shall be provided as stipulated AIA Document A201, General Conditions of the Contract Between Owner and Contractor.
Qualifications:	<p>Bidder shall be a licensed contractor in the State of Illinois.</p> <p>All plumbing work shall be performed by or supervised by a licensed plumber and shall be inspected by an approved 3rd party licensed plumbing inspector.</p>
Payment:	<p>Contractor will be paid a single lump sum upon completion of all work.</p> <p>Contractor shall provide AIA-G702 and G-703, and Chicago Title & Trust Waivers of Lien and shall the following documents.</p> <ol style="list-style-type: none"> 1. AIA G-706 2. AIA G-706A 3. AIA G707
Warranty:	Contractor shall provide a two (2) year installation warranty for all Work.
Special Warranty:	<p>Provide product warranty for manufactured items that extend beyond two (2) year installation warranty:</p> <ol style="list-style-type: none"> 1. Toilet Room Accessories.
Insurance Post Project Completion:	Contractor shall provide insurance coverage for two (2) years after final payment. Refer to the AIA A-201 General Conditions of the Contract for additional insurance coverages.
Preparation:	Verify all existing conditions including, but not limited to, plumbing fixture locations, existing floor and wall finishes, ceiling heights, access to work area, and available parking.
General:	Provide all labor, service, equipment, material, fixtures, brackets, modifications to existing construction including as described above and as shown on Drawings.

Provide barricades, impact protection of adjacent walls, door and frames, temporary tarpaulins, and controls necessary for construction workers and building occupants to safely access this area of the building.

All existing building furnishings located along the access path to the area of within the building and corridors shall be protected from dust, dirt, and debris during the duration of the project.

Contractors shall maintain limited use of High VOC adhesives and finish materials as well as any applications that create open flames or brazing.

Provide temporary facilities for completion of work. Temporary connections to utilities and services shall be acceptable to the Owner, Architect, and/or local authorities having jurisdiction thereof. OSHA standards and regulations shall apply if more restrictive. Make such connections, pay all charges, remove connections when no longer required and restore services and sources of supply to proper operating condition. Temporary utilities shall be installed in accordance with the standards outlined in specific Sections of this Specification such as electrical, plumbing, and heating.

On-Site Work Hours: Work at the existing building shall not be limited to normal business working hours, although shall be performed in accordance with local ordinance and as coordinated with the Owner, Monday through Saturday, unless otherwise indicated. Work performed on Sundays is not allowed unless otherwise permitted and pre-arranged by Owner.

Weekday Hours: Bidders shall include working overtime costs in their bids for minimum of 10 hours per day, Monday through Friday. Owner will accommodate contractors for building access after 6 p.m.

Weekend Hours: Bidders shall include working on Saturdays for a minimum of 8 hours to meet the schedule of the project and shall be performed in accordance with local ordinance and as coordinated with the Owner.

Early Morning Hours: In accordance with local ordinance and as coordinated with the Owner.

Special Work Hours: Schedule work a minimum of 48 hours in advance for any work requiring disruption of power and plumbing work.

All work shall be executed in compliance with the Illinois Administrative Code, Title 23 Subtitle A, Chapter 1, Subchapter D. Part 180; International Building Code, 2024 Edition; Illinois Accessibility Code, 2018; and all applicable local, state, and federal regulations. Any building permit for this scope of work shall be obtained by TrueNorth Educational Cooperative 804. Contractor shall obtain and pay for any other permits required by the City of Highland Park, Illinois.

Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

Schedule:	Anticipated Date of Award:	10 November 2026
	Commence Construction:	17 December 2026
	Final Completion:	04 January 2027
Employee Screening:	Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.	
Building Access and Use:	Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.	

Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

Submittals: Submit manufacturer's product data and shop drawings for all Architectural and Fire Alarm Devices including but not limited to the following:

1. Toilet room accessories (grab bars and dispensers)
2. Floor and wall tile and trim samples for color and profile verification.
3. Privacy screen colors for verification.

Cutting: Execute cutting and patching to install new work in existing gypsum board partitions and flooring finishes to install floor and wall finishes.

Cleaning and Waste Management: Maintain work area in an orderly condition. Dispose of debris and rubbish promptly. Work area and all surfaces shall be clean and dust free upon completion of the work. Clean and polish all glass and prefinished materials.

Project Closeout: Contractor shall maintain one set of Contract Documents and one copy of all submittals including product data and drawings and record documents. Documents shall be clearly marked to show field changes and locations of equipment actually installed. Upon completion of the Work, Contractor shall deliver documents to the Owner.

END OF REQUEST FOR PROPOSAL

2026 FALL PROJECTS – RUBLOFF TOILET ROOM REMODELING

at

RUBLOFF BUILDING776 Red Oak Lane
Highland Park, Illinois 60035

for

TRUENORTH EDUCATIONAL COOPERATIVE 804760 Red Oak Lane
Highland Park, Illinois 60035

The undersigned, having carefully examined the Contract Documents, Addenda Numbers _____, _____, _____, _____, _____, issued thereto, and other data prepared by GreenAssociates, Inc., 1437 Harmony Court, Itasca, Illinois 60143, and having become familiar with all conditions affecting the work, hereby propose to furnish everything required for the completion of the above-mentioned work for the above-named project, all in accordance with the law at the place of work for the following amounts and completion dates.

1.1 BASE BID

_____ Dollars (\$ _____)
(insert PRINTED words) (insert figures)

1.2 TIME OF COMMENCEMENT AND COMPLETION

The undersigned agrees to commence and bring all Work under the Contract to Final Completion according to the schedule indicated under Section 011000 SUMMARY.

(Initial to confirm compliance)

1.3 BIDDERS QUALIFICATIONS

The undersigned has attached herewith a completed copy of AIA Document A305 - Contractor's Qualification Statement. Failure to provide all information requested may result in rejection of the Contractor's Bid.

(Initial to confirm compliance)

1.4 SUBCONTRACTORS/SUPPLIERS

The Contractor will utilize the following companies for the indicated work. All subcontractors/suppliers with contract amounts in excess of **\$1,000.00** shall be listed. Include one name only for each trade. The list will be made part of the contract.

SUBCONTRACTOR/SUPPLIER	COMPANY	CONTRACT AMOUNT
A.		
B.		
C.		
D.		
E.		

(Initial to confirm compliance)

1.5 AWARD

The undersigned agrees to, within ten (10) days after notice of acceptance of this bid, enter into Contract, if so notified within sixty (60) days from the date of Bid Opening.

1.6 SUBMISSION OF BID

DATE _____ 20__

CONTRACTOR

ADDRESS

PHONE

EMAIL

Sign here if an Individual

(Signature) BY

PRINT NAME AND TITLE

Sign here if a Partnership or Corporation

(Signature) BY

PRINT NAME AND TITLE

SUBSCRIBED and SWORN to before me

this ____ day of _____, 20__

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1.7 NON-COLLUSION AFFIDAVIT

AFFIDAVIT: I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade. Further, no person, firm or corporation has or will receive directly or indirectly any rebate, fee, gift, commission or thing of value on account of this work.

(If an Individual)

Signature of Bidder: _____

Business

Address: _____

(If a Partnership)

Firm Name: _____

By: _____

Business Address of all Partners of Firm: _____

(If a Corporation)

Corporate Name: _____

By: _____

Business

Address: _____

Name of Officers:

President: _____

Secretary: _____

Treasurer: _____

Attest: _____

(Signature) Secretary

Name of Bidder: _____

SUBSCRIBED and SWORN to before me

this ____ day of _____, 20__

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1.8 CONTRACTOR CERTIFICATIONS

A. CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

B. CERTIFICATE OF PREVAILING WAGE PAYMENT

_____, does hereby certify that all laborers, workers and mechanics performing work under the contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education, and that Contractor and all subcontractors shall in all other respects comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum. Contractor shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's failure to comply with this certification.

C. CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

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

D. CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

_____, having 25 or more employees, does hereby certify pursuant to Section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that said contractor shall provide a drug-free workplace for all employees engaged in performance of the work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

E. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for conspicuous places, available to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.
3. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor shall comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) and because the Owner is a public body the Contractor shall fully comply with the Human Rights Act, section 775 ILCS 5/2-105, entitled "Equal employment opportunities - Affirmative action". Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin or ancestry. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex age or national origin or ancestry. Such action shall include, but not be limited to, the following: employment, job classification, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminating, rates of pay or other forms of compensations and selection of a quality of training, including apprenticeship. Contractor shall post in conspicuous places, available by the appropriate agency having jurisdiction over equal employment opportunity. Contractor will, in all solicitations or advertisement for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin or ancestry.

F. CRIMINAL BACKGROUND INVESTIGATIONS

Contractor shall cause or permit criminal background investigations to be conducted, in accordance with Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) for all of Contractor's, and Contractor's subcontractors', employees and officials who may be present at the job site or otherwise have contact with Owner's students. Contractor will not permit any such official or employee to perform services under the Agreement unless (i) the criminal background investigation has been completed for the official or employee; and (ii) the official or employee is not prohibited from employment by the Owner by reason of a conviction enumerated under Section 10-21.9. Further, Contractor shall not permit any individual to perform services under this Agreement who is required to register under the Sex Offender Registration Act, 730 ILCS 1501 et seq.

G. OSHA REGULATIONS

The Contractor is responsible as an employer to comply with OSHA Regulations regarding safety to workers at the worksite. This includes, but is not limited to, compliance to provisions of the Code of Federal Regulations, (29 CFR 1926 Construction Standards.)

H. SIGNATURES

Firm Name: _____

By: _____
(Signature) Authorized Agent of Contractor

Name/Title: _____

Date: _____

SUBSCRIBED and SWORN TO before me

this ____ day of _____, 20__

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END DOCUMENT 004113

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

2026 Fall Projects for:

District Service Center
760 Red Oak Lane
Highland Park, Illinois 60035

Rubloff Building
776 Red Oak Lane
Highland Park, Illinois 60035

THE OWNER:

(Name, legal status and address)

TrueNorth Educational Cooperative 804
760 Red Oak Lane
Highland Park, Illinois 60035

THE ARCHITECT:

(Name, legal status and address)

GreenAssociates, Inc.
1437 Harmony Court
Itasca, Illinois 60143

Architect's Project Number: 1311-2025036

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents consist of the Agreement between the Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also 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, and 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.

§ 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. Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances, the more stringent, or higher quality or greater quantity requirements shall apply. Large scale drawings take precedence over smaller scaled drawings, figured dimensions over scaled dimensions and

noted materials over graphic representations.

§ 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.

§ 1.2.4 In the event discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Architect before proceeding with the Work. If the Contractor fails to make such request, the Contractor shall be responsible for correcting any Work performed that is inconsistent with the Contract Documents or the intent of the Contract Documents, as reasonably determined by the Owner.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The omission of phrases such as "The Contractor shall" or "conforming to the requirements of" is intentional and shall be considered part of such sentences. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings. Words in singular shall include a plural whenever applicable, or the context so indicates.

§ 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.

§ 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, overnight delivery with a nationally recognized provider with proof of delivery, or by courier providing proof of delivery. Notice provided under this Section 1.6.2 should be deemed to have been provided upon personal delivery deposit

with the U.S. Post Office or deposit with the aforementioned overnight delivery service or courier.

§ 1.7 Digital Data Use and Transmission

The parties may agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. If so agreed to by the parties, they will use a mutually agreeable document to establish the protocols for the development, use, transmission, and exchange of digital data

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. Subject to legal limitations, the Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to routine 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 Intentionally Deleted.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Intentionally Deleted.

§ 2.2.2 Intentionally Deleted.

§ 2.2.3 Intentionally Deleted.

§ 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 (07) 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 whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 If requested by the Architect and necessary to complete the Work, 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. The Contractor, however, shall not be entitled to rely on the accuracy of the information furnished by the Owner if the Contractor has information or knowledge to the contrary, or should have known that the information is inaccurate or unreliable.

§ 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 Intentionally Deleted.

§ 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 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.

§ 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 seven (07) 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 may, pursuant to Section 9.5.1, be withheld 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.

§ 2.5.1 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 3.4.7 of these General Conditions.

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 examined all conditions affecting the Work and is fully familiar with all the conditions thereon and affecting the same. As a result of such examination, Contractor hereby waives its rights under the *Public Construction Contract Act*, 30 ILCS 557/10, to an increase in the Contract Sum or time for subsequently discovered subsurface, latent or unknown conditions on the site. Contractor hereby acknowledges that it has made its bid in an amount sufficient to compensate it for its knowing waiver of such rights. Any adjustment to Contract Sum or time as a result of subsequent-discovered conditions shall be made in accordance with, and only to the extent otherwise required by the Contract Documents.

§ 3.2.2 The Contractor specifically acknowledges and declares that the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work therein and that the Drawings, the Specifications, and all Addenda, are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all its obligations hereunder. The Contractor further acknowledges that having carefully examined all Drawings, Specifications, and documents Contractor has not found any discrepancies or omissions in the Contract Documents. Nothing in this Paragraph is intended to make the Contractor assume responsibility for errors or omissions of the Architect.

§ 3.2.3 Intentionally Deleted.

§ 3.2.4 Intentionally Deleted.

§ 3.3 Supervision and Construction Procedures

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

§ 3.3.4 The Contractor shall coordinate all portions of the Work with other separate Owner employed contractors, if any.

§ 3.3.5 The Contractor shall assign a competent, technically trained office project manager to this Project who shall handle all office functions including checking, approving, and coordinating shop drawings and approving purchasing and disbursement, pay-out requests and correspondence.

§ 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. Unless specifically permitted or required elsewhere in the Contract Documents, all Work shall be performed during regular working hours and the Contractor shall not permit Work to be performed on Saturday, Sunday or legal holidays without the Owner's written consent. The Owner shall not be liable for any overtime without its prior written consent approving such Work.

§ 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 a substitution not approved during the bidding process.

§ 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. The Contractor shall be responsible for any damages to property or injuries to persons caused by the failure of the Contractor's employees to comply with any laws, rules or regulations, including the rules, regulations and policies of the Owner.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract Documents will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from faults and defects, 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 shall be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty will not be affected by

the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Inability or refusal of the Subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Contractor from performing under the warranty.

§ 3.5.2 The Contractor shall furnish maintenance and twenty-four (24) hour call-back service for the equipment provided by it for a period of three (03) months after the date of final completion. This service shall include regular examination of the installation by competent and trained employees of the Contractor, and shall include all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents or negligence not caused by the Contractor or any of its Subcontractors.

§ 3.5.3 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

§ 3.6.1 The Project, as a public work, is exempt from sales, consumer, use and similar taxes. To the extent any sales, use or similar taxes are imposed, the Contractor shall pay such taxes. Contractor and all Subcontractors shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois *School Code* (105 ILCS 5/10-20.21) and the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*). The payment of this tax shall take place regardless of whether the Contractor or Subcontractor is a retailer maintaining a place of business within this State. The costs of such tax shall be borne solely by the Contractor or Subcontractor and Contractor shall not be reimbursed or paid for any taxes unnecessarily paid by the Contractor when not required due to Owner's tax exempt status.

§ 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 all building permits 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 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 fourteen (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 or other 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 and shall supervise the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications shall be confirmed on written request. Failure of the Contractor to supervise the job properly as determined by the Architect and/or the Owner shall be deemed a default under the Contract Documents.

§ 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 fourteen (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 fourteen (14) day period shall constitute notice of no reasonable objection. If the Owner or Architect objects to the proposed superintendent, the Contractor shall tender another individual to the Owner through the Architect in accordance with this Section.

§ 3.9.3 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 critical path (or other scheduling tool approved by the Owner) 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. The Owner's or Architect's silence to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those limits, 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 those time limits. Similarly, the Architect's or Owner's silence to a Contractor's schedule showing performance in advance of such time limits shall not create or imply any rights in favor of the Contractor for performance in advance of such time limits.

§ 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 accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor shall prepare at least monthly a schedule summary report in a form and of sufficient detail and character as approved by the Owner. The report, at a minimum, shall specify whether the Project is on schedule, and if not, the reasons therefore, and all options to get the Project back on schedule, as well as a listing and status of all Change Order requests, bulletins, modifications, etc. The Contractor shall also prepare a report not later than thirty (30) calendar days after the Contract is awarded, which shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators, time required for fabrication and the scheduled delivery dates for each item. As soon as available, copies of purchase orders shall be furnished to the Owner. The Contractor shall hold weekly progress meetings at the Job Site, or at such other time and frequency as are acceptable to the Owner. Progress of the Work shall be reported in detail with reference to construction schedules. Each interested Subcontractor shall have present a competent representative to report the condition of its Work and to receive information.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 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.

§ 3.11.2 All concealed Work, particularly concealed piping and conduit, and deviations from conditions shown on the Contract Drawings, shall be shown with dimensions on the as-built drawings. The Contractor shall develop layout drawings for all concealed work that is schematically indicated on Contract Drawings.

§ 3.11.3 The Contractor and its Subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the Work; shall indicate all such deviations and changes on the Contract Documents and shall turn over to the Architect upon completion of the Work all such documents and information, such as final shop drawings and sketches, marked prints and similar data indicating the as-built conditions. Plumbing, HVAC and Electrical Contractors shall record all changes and deviations in their Work from what appears on the Contract Documents. The cost of recording and documenting the changes or deviations shall be included in the contract price for the respective work. The as-built documents and files shall be delivered by the Contractor to the Architect prior to the final acceptance of the Project and issuance of final payment.

§ 3.11.4 The Contractor shall cause each mechanical and electrical contractor to provide the Contractor with the three (3) copies of all operating manuals at the time of delivery of each major piece of equipment.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate 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 in writing 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 written notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

§ 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, unless it knows or has reason to know that such criteria is inaccurate or incomplete. 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. If certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the conditions under which the materials, systems, or equipment will be expected to operate at the Project site. The certification shall be based on performance under the operating conditions at the Project site. The Owner and Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such services, certifications and approvals.

§ 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.

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

- (a) Required for compliance with interpretation of code requirements or insurance regulations then existing;
- (b) Unavailability of specified products, through no fault of the Contractor;
- (c) Subsequent information discloses inability of specified products to perform properly as required;
- (d) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; or
- (e) When it is clearly seen, in the judgment of the Architect, that a substitution would be substantially to the Owner's best interests, in terms of cost, time, or other consideration.

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

§ 3.13 Use of Site

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

§ 3.13.2 Contractor acknowledges that students may be present in the building during construction and that Contractor, subcontractors and their employees and agents, shall not enter portions of the building where students are present without Owner authorization.

§ 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.

§ 3.14.3 Only trades persons skilled and experienced in cutting and patching shall perform such 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, on a daily basis. 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 for all costs and expenses associated therewith.

§ 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 the Contractor has reason to believe or should know that the

required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect in writing.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor waives any right of contribution against and shall indemnify and hold harmless the Owner, the Owner's Representative (if any), the Architect, and each of their board members, agents, consultants and employees from and against all liabilities, claims, damages, losses, causes of action, suits, judgments and expenses (including but not limited to personal injury, property damage (real and personal) and loss of use of property), including but not limited to attorneys' fees and the costs of litigation (including, but not limited to, filing fees, expert witness fees and court reporter fees), arising out of, relating to, resulting from or in connection with (1) any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed any of by them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or (2) any breach of the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity or contribution that would otherwise exist as to any party or person described in the Contract Documents.

§ 3.18.2 In any and all claims by an employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations in the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts. Contractor and every Subcontractor agree to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on the Project and waive any limitation of liability defense based on workers' compensation acts, or interpretations thereof, against claims by Owner for indemnification or contribution, and further agree to indemnify and defend the Indemnitees from and against all such claims, damages, losses and expenses, including reasonable attorneys' fees, that the Indemnitee's may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for Contractor's and Subcontractors' own negligence. Contractor shall ensure that this provision is inserted in every contract between Contractor and Subcontractors. If such provision is not contained within a Subcontractor contract, or if a Subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assume all Subcontractor liability for such indemnification of or contribution to Owner.

§ 3.18.3 "Claims, damages, losses and expenses" as these words are used in the Contract Documents shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees, court costs, expert witness fees and costs incurred in defense of the claim or in bringing an action to enforce the provisions of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity cost, etc. incurred by the party being indemnified or its employees, agents or consultants.

§ 3.18.4 Contractor's indemnity obligations shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Indemnitees under federal or state law or the law of other governmental bodies having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Contractor's employees' method of execution of the Work.

§ 3.18.5 To the extent prohibited by the *Construction Contract Indemnification for Negligence Act*, 740 ILCS 35/1, the indemnification obligations of Contractor under the Contract Documents shall not extend to the liability of Owner, or the Architect, or their agents, consultants or employees, arising out of their own negligence.

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

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 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 endeavor to 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. Notwithstanding anything in the Contract Documents to the contrary, the Owner may communicate directly with any party directly or indirectly involved in the Project, including, but not limited to, subcontractors, suppliers, sureties and lenders.

§ 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.

§ 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.

§ 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.

§ 4.2.13 Intentionally Deleted.

§ 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 fourteen (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 fourteen (14) day period shall constitute notice of no reasonable objection.

§ 5.2.2 All Subcontracts shall be in writing, and shall be assignable by the Contractor to the Owner. 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 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 without written approval of the Owner.

§ 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.

§ 5.3.1 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.

§ 5.3.2 The Contractor shall be responsible for any and all Subcontractors working under it and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Owner and Architect for any liability.

§ 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 in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Intentionally Deleted.

§ 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.

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.

§ 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 Intentionally Deleted.

§ 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 discoverable.

§ 6.2.3 The Contractor shall indemnify and hold harmless the Owner and Architect against all claims caused by delays, improperly timed activities or defective construction the fault of the Contractor subject to any liquidated damages provisions between Owner and Contractor that may be set forth in the Contract Documents. Should the Contractor cause damage to the Work or property of any Separate Contractor on the Project or other Work on the site, the Contractor shall, upon due notice from the damaged party, settle with other Contractors by agreement. If any party sues the Owner and/or Architect on account of any injury caused by the Contractor, including, but not limited to, damage to property or person or monetary damages due to defects or errors in the Work or timing or coordination of the Work, then the Owner and/or Architect shall notify the responsible Contractor who shall defend such proceedings, and, if any judgment or award against the Owner and/or Architect arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner and/or Architect for all attorneys' fees and court costs incurred.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor 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 all costs and expenses associated with such clean-up.

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 or the Owner.

§ 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:

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

Methods used in determining adjustments to the Contract sum may include those listed in Section 7.3.3.

§ 7.2.2 As required by *The Criminal Code of 2012*, Section 33E *Public Contracts* (720 ILCS 5/33E-9), any changes which authorize or necessitate an increase or decrease in either the cost of the contract by ten thousand dollars (\$10,000) or more of the time of completion of the Work by thirty (30) days or more may only be made upon the written authorization of the Owner and only upon the written determination of the Owner that:

- .1 the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or
- .2 the change is germane to the original contract as signed; or
- .3 the change order is in the best interest of the School District and is authorized by law.

§ 7.2.3 For each proposed change, the Contractor shall prepare a detailed breakdown of cost on all divisions of work and an estimate change of Contract Time. The Contractor shall review each Subcontractor's proposal and verify it as correct in scope and reasonable in cost. He shall also state any time limitation on acceptance of the proposal.

The allowance for overhead, profit, insurance, and bond combined, included in the total cost to the Owner, shall be based on the following schedule:

- .1 For the Contractor, for any work performed by the Contractor's own forces, ten percent (10%) of the cost.
- .2 For the Contractor, for work performed by his Subcontractor, ten percent (10%) of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for any work performed by the Contractor's own forces, ten percent (10%) of the cost.
- .4 For each Subcontractor, for work performed by his Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.
- .5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$200.00 be approved without such itemization.
- .6 Cost to which overhead and profit are to be applied shall be those costs listed in Subparagraph 7.3.7.

§ 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 allowance for profit in accordance with the schedule set forth in subparagraph 7.2.3. 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 Owner;
- .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.

Overtime when specifically authorized by the Owner shall be paid for by the Owner on the basis of a premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Contractor shall submit a detailed, itemized breakdown of quantities and unit costs, including overhead and profit as separate items with response to request for price.

§ 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 or decrease, 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 reasonably believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect in writing detailing such effects 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 written 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 the Contract Documents.

§ 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 progress of the Work by any act or neglect of the Owner, Owner's employees, any separate contractor employed by the Owner by changes ordered in the Work (which changes do not result, in whole or in part, from neglect of the Contractor, its agents or employees or subcontractors), regional labor disputes as they affect the Work that cannot be resolved by the Contractor agreeing to the wages, hours and working conditions as they have been established as the pattern settlement with respect to the said dispute, fire which does not result from any willful or negligent act of the Contractor, any subcontractors or any of their respective agents or employees, an unusual delay in transportation that could not have been prevented by the Contractor's planning or adequate investigation of conditions, unusually severe weather conditions not reasonably anticipated, or delay authorized by the Owner, the date of Substantial Completion shall be extended by Change Order for such reasonable time as the Architect shall determine. It is further understood that only delays caused by the conditions listed above which the Contractor could not reasonably anticipate, are beyond the Contractor's control and which delays could not have been mitigated by the Contractor will be sufficient to extend the Substantial Completion date. The Contractor has an affirmative duty to inquire and make reasonable investigation where circumstances would alert the reasonable Contractor to a potential delay for whatever reason. The criteria on which the term "unusually severe weather" shall be based is the normal average amount of precipitation received in the project area, as recorded over a period of the last five (05) years at the local area United States Weather Station. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation for a minimum periods of three (03) months time, compared with the normal average for the area. Also, the criteria shall include the number of excessive precipitation days over the same period and whether or not the Contractor's force worked on said days or any stage of construction was affected.

§ 8.3.1.1 Where a delay occurs which is beyond the Contractor's control, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate.

§ 8.3.1.2 The Contractor shall not be entitled to recover from the Owner, and hereby waives all rights which it or its Subcontractors or any other person may otherwise have to recover, any costs, expenses and damages of any nature which it or its Subcontractors or any other person, may suffer by reason of delay in the performance of the Work or any portion thereof for any reason, the extension of Contract Time granted herein being the Contractor's sole and exclusive remedy.

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

§ 8.3.3 Intentionally Deleted.

§ 8.3.4 The date of final completion of the Work is the date of the Owner's written acceptance of the Architect's final Certificate for Payment or the Owner's issuance of final payment, whichever occurs first.

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 (10) 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.

§ 9.3.1.3 The Contractor's Application for Payment shall be made monthly.

§ 9.3.1.4 The Contractor must submit all payment requests to the Architect for all Work completed during the previous time period. Requests submitted late will not be processed until the following month.

§ 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. The Contractor must submit evidence satisfactory to the Owner to substantiate the amounts requested on the Application for Payment for materials or equipment stored on or off site. The Owner shall have no responsibility or liability to the Contractor for the safekeeping of materials and equipment stored at the site or 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.

§ 9.3.4 Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work less the aggregate of previous payments in each case. This percentage of retainage shall be maintained until the date of Substantial Completion at which time the Owner may reduce the percentage retainage until the date of final completion. The Owner reserves the right to reduce retainage prior to Substantial Completion.

§ 9.3.5 On projects with a contract value under \$150,000, ten percent (10%) of each payment amount will be retained until final completion of the project. Retainage withheld from the progress payment as permitted under the Public Construction Bond Act (30 ILCS 550/1 et seq.) and shall comply with the following retainage limits when issuing payment:

- (1) prior to completion of fifty percent (50%) of the contract, the public body and Contractor may not withhold more than ten percent (10%) retainage;
- (2) upon fifty percent (50%) completion of the contract, retainage must be reduced so that no more than five percent (05%) is held; and
- (3) after fifty percent (50%) completion of the contract, no more than five percent (05%) of any subsequent payments made under the contract may be withheld. 30 ILCS 550/1. Id.
- (4) Upon any reduction in retainage, the Contractor shall provide to the Owner AIA Document G707A – Consent of Surety to Reduction in or Partial Release of Retainage.

§ 9.3.6 "A Sworn Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois *Mechanic's Lien Law*. Each payment request shall include executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event that the Owner is satisfied with Contractor's payment procedures, the Owner may accept partial waivers of lien of Subcontractors and suppliers who were included in the immediate preceding payment. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven (07) 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.

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

§ 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 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, and has been approved by the Owner, 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 (07) 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 (07) 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 in a form and by a surety acceptable to Owner, 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 (07) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (07) days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven (07) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. Notwithstanding the foregoing, where there exists a bona fide dispute between Owner and Contractor, Contractor must continue to work if the money in dispute is held in escrow by Owner until the dispute is resolved.

§ 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 ("Punch List"). Failure to include an item on the Punch 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 Punch 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 Punch 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 Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 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 may 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. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall start at the time of subsequent acceptance of this Work in writing by Owner.

§ 9.8.6 The Contractor shall complete all items on the Punch-List, in accordance with the Contract Documents, prior to the Architect's final inspection. The Contractor shall be responsible for all costs incurred by the Owner resulting from multiple inspections by the Architect or any other consultant of the Owner, to ascertain Substantial Completion or final completion. Said costs may be withheld by the Owner from any funds due the Contractor. If the funds due the Contractor are insufficient to cover the costs incurred by the Owner, the Contractor shall promptly pay the Owner for such costs upon demand. The Contractor shall be responsible for all costs incurred by the Owner, including attorneys' fees, in exercising its' rights under this Section.

§ 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 Punch 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 and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner, (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 Intentionally Deleted.

§ 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 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.

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

§ 10.2.7.2 The Contractor and any Subcontractors shall at all times maintain safe ingress and egress to all areas of the site where Work is being performed.

§ 10.2.7.3 The Contractor must ensure that all existing buildings are maintained in "weather tight" conditions and protect all existing buildings from water infiltration due to improper drainage throughout the construction phase. In addition, the Contractor must repair any damage caused by a failure to keep the existing buildings in a weather tight condition as required in this section.

§ 10.2.7.4 The Contractor must ensure that it does not interfere with the operation of or power to any sump pump or ejector pumps at the site. Contractor must repair any damage caused by its interference with the operation of the sump pump or ejector pump.

§ 10.2.8 Injury or Damage to Person or Property

The Contractor shall notify Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence that might give rise to such a claim, promptly upon obtaining the first knowledge of same. The notice shall be in writing and shall provide sufficient detail for the Owner to investigate the incident or claim.

§ 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. When the material or substance has been rendered harmless, Work in the affected area shall resume. 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 actual additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally Deleted.

§ 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, 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 Intentionally Deleted.

§ 10.4 Emergencies

§ 10.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's reasonable 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.

§ 10.4.2 In an emergency affecting the safety of persons or property of any of the Owner's facilities or Owner's occupied portions of the Work, the Owner may take such actions as are necessary, without prior notices to the Contractor, to protect and preserve the Owner's interests. If the emergency is attributable, in whole or in part, to any action or inaction of the Contractor, or any of its subcontractors, the Contractor shall be liable for all costs and expenses, including professional fees, incurred by the Owner in remediating such emergency and such costs and expenses may be, at the owner's option, deducted from the Contractor's Contract Sum

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 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. To the fullest extent permitted by law, the Contractor shall cause all insurance required of the Contractor by the Contract Documents, with the sole exception of workers compensation insurance and any professional liability insurance, to include the Owner, its individual board members, agents, employees, representatives, and consultants, as well as the Architect and its officers, agents, employees and the Architect's Consultants, as additional insureds.

§ 11.1.2 Per The Public Construction Bond Act, 30 ILCS 550/1 et seq., 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 ten (10) 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 have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor and all costs and expenses of any kind incurred by the Owner as a result of such stop in the work shall be the responsibility of 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 is obligated to purchase property insurance pursuant to Section A.2.3 of the AIA Document A101-2017 Exhibit A, as amended by Owner or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner (as applicable), and does not intend 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, 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.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Intentionally Deleted.

§ 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 the builder's risk policy obtained for 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. The waiver of subrogation in this Section 11.3.1 shall only apply to the builder's risk policy obtained pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, and shall not apply to any other insurance of the Owner whatsoever. Moreover, the waiver of subrogation contained in this Section 11.3.1 shall not be a waiver of any indemnification rights of any Indemnatee nor shall it in any way whatsoever affect any rights of indemnification of any Indemnatee.

§ 11.3.2 Intentionally Deleted.

§ 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 covered by any builder's risk policy obtained by the Owner pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A builder's risk policy loss insured under the property insurance required to be obtained by the Owner pursuant to Section A.2.3 of AIA Document A101-2017 Exhibit A (as amended by Owner) or Section A.2.3 of the AIA Document A134-2019 Exhibit A, as amended by Owner, if any, 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 five (05) 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, all costs, fees and expenses of uncovering the Work, including but not limited to testing fees 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 two (02) years 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.

§ 12.2.2.2 The two (02) 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.

§ 12.2.3 In the case of any Work performed in correcting defects pursuant to the guarantees provided or referred to by this Article 12, the guarantee period specified or referenced to by Article 12 shall begin anew from the date of completion of such Work.

§ 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 two (02) 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.

§ 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, herein or elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make 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 or as specifically provided in the Contract Documents.

§ 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 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, but not limited to, those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. Notwithstanding any other term or provision in this Article 13 to the contrary, in the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects and shall bear all costs, fees and expenses associated with such testing and, if necessary, all of the costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.

§ 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 as permitted under the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

§ 13.6 Additional Architectural Services

§ 13.6.1 The Contractor shall be liable for all hours of the Architect's time at the Architect's hourly rate of the individual providing the service for the following. The funds paid the Architect will be deducted by the Owner from the amounts due the Contractor for these additional architectural services by change order and paid directly to the Architect:

- .1 After two (02) reviews of shop drawings/submittals per item.
- .2 Any office or field time spent after the second punchlist (excluding project closeout procedures).
- .3 Any office or field time spent should project closeout extend more than sixty (60) days beyond the Contractual Substantial Completion date.

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 thirty (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; or
- .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.
- .4 Intentionally Deleted.

§ 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, under direct or indirect contract with the Contractor repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (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 (07) 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 sixty (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 under contract with the Contractor because the Owner has 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 (07) 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 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 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of breach of a provision of the Contract Documents.
- .5 failed to remedy a labor dispute in accordance with Section 3.4.7 of the General Conditions.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, 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 (07) 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. The Contractor shall only be compensated for work completed in accordance with the Contract Documents, less any costs, fees or expenses incurred by the Owner as a result of Owner's termination for cause.

§ 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 Time shall be adjusted for increases in the time caused by suspension under Section 14.3.1. 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;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders;
- .4 place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- .5 terminate all Subcontracts and orders to the extent they relate to the work terminated unless Owner opts to take assignment under Section 5.4;
- .6 proceed to complete the performance of Work not terminated; and
- .7 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

§ 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. Allowance shall be made for payments previously made to the Contractor for the terminated portion of the Work, and claims that the Owner has against the Contractor under the Contract.

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, within the period specified by applicable law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the 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 Owner 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 the Contractor under this Section 15.1.3.1 shall be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The Architect may give notice of claims to Contractor on behalf of Owner. The time limit set forth in this Section shall not apply to Claims by Owner.

§ 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

Intentionally Deleted.

§ 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 litigation of any Claim. If an initial decision has not been rendered within thirty (30) days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may initiate litigation 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 (10) 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, (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, or (6) issue a notice to the parties that the Initial Decision Maker is extending the time for rendering an initial decision by ten (10) days.

§ 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 (10) 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, if agreeable by the parties and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 Intentionally Deleted.

§ 15.2.6.1 Intentionally Deleted.

§ 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 Intentionally Deleted.

§ 15.3.2 Intentionally Deleted.

§ 15.3.3 Intentionally Deleted.

§ 15.3.4 Intentionally Deleted.

§ 15.4 Arbitration

§ 15.4.1 Intentionally Deleted.

§ 15.4.1.1 Intentionally Deleted.

§ 15.4.2 Intentionally Deleted.

§ 15.4.3 Intentionally Deleted.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Intentionally Deleted.

§ 15.4.4.2 Intentionally Deleted.

§ 15.4.4.3 Intentionally Deleted.

ARTICLE 16 NON DISCRIMINATION

§ 16.1 NON-DISCRIMINATION The Contractor agrees to fully comply with the requirements of the Illinois *Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C Section 1201 *et seq.*, and rules and regulations promulgated thereunder.

The following provisions are included herein pursuant to the requirement of the regulations of the Illinois Department of Human Rights Title 44, Part 750, of the Illinois Administrative Code and contractor shall be required to comply with these provisions only if and to the extent that they are applicable under the law.

As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois *Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois *Human Rights Act* and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ARTICLE 17 OTHER STATUTORY REQUIREMENTS

§ 17.1 PREVAILING WAGES. All laborers, workers and mechanics performing Work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor, and that Contractor and all Subcontractors shall in all other respects comply with the *Prevailing Wage Act* in carrying out Work under the Contract. If, during the course of Work under this Contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum. To the extent required by law, each Contractor and Subcontractor shall submit, on a monthly basis, a certified payroll to the Owner, evidencing the Contractor's and Subcontractor's compliance with the Prevailing Wage Act. Further all bonds required of the Contractor shall contain a provision as will guarantee the faithful performance of this prevailing wage clause.

§ 17.2 The *Public Works Preference Act* (30 ILCS 560/01 *et seq.*), the *Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et seq.*), and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq.*, shall prevail on this project to the extent such Acts are applicable and enforceable.

§ 17.3 Bidding Eligibility Certification. By submitting a bid, the Contractor certifies that the Contractor is not barred from bidding on the Contract under the bidding procedures set forth in Section 10-20.21 of the *School Code* (105 ILCS 5/10-20.21) as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the *Criminal Code of 1961*, (720 ILCS 5/33E) or by any other law or regulation. The Contractor acknowledges that the Owner may declare the contract bid void if it determines the foregoing certification to be false.

§ 17.4 Criminal Background Checks and Contractor Certification. The Contractor represents and warrants that none of its employees or those of any of its Subcontractors performing Work at the site are prohibited by law from being present on school and/or public property. The Owner reserves the right to direct the Contractor, at any time during the Project, to immediately obtain criminal background investigations of any of Contractor's or Subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no cost to Owner, by change order or otherwise. The Owner will notify the Contractor if the Owner determines that any individual is not eligible to be present on the Owner's property in connection with the Project. Due to restrictions on disclosure of background check information, the Owner may not specify to Contractor the reasons for a determination of ineligibility. Furthermore, to the extent required by 105 ILCS 5/24-5 or any other law, rule or regulation, Contractor shall provide to the Owner, at Contractor's expense, evidence of Contractor's employees' physical fitness to perform their duties and freedom from communicable disease.

§ 17.5 Presence of Child Sex Offenders and Disruptive Persons On School Property. Contractor acknowledges that, pursuant to the Illinois *Criminal Code* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify Contractor if they have been convicted of a sex offense restricting their presence on school property. Contractor will then provide appropriate and immediate notification to Owner. Owner reserves the right to request the removal from the Project of any person, including, but not limited to, employees of Contractor and Subcontractors, who engage in conduct in violation of the law or Board of Education Policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or Subcontractor.

§ 17.6 Gambling, Alcohol and Tobacco Use Prohibited. In accordance with State and Federal law and Board of Education policy, the use of alcohol and any tobacco and engaging in gambling activity products on school property are prohibited.

§ 17.7 Drug Free Workplace Certification. By submitting a bid, Contractor certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 et seq.) by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

ARTICLE 18 ADDITIONAL PROVISIONS

§ 18.1 Exercise of Due Care. Contractor acknowledges that students may be present in the building and in the area during construction. Contractor will exercise due care and appropriate conduct, and will direct and ensure that all trade and Subcontractors exercise due care and appropriate conduct, in carrying on activities on the Project in order to prevent injury to students.

§ 18.2 Determinations in Award of Bid. Contractor agrees that the determination of the lowest responsible bidder, issues of contractor compliance with bid specifications and other Contract Document requirements, as well as material variances from and waiver of such requirements, in the award of bids on this Project shall be in the sole and absolute discretion of the Owner. Further, Contractor agrees that, should it choose to challenge such a determination by Owner, Contractor shall bear all Owner costs and attorneys fees relating to defense of such challenge.

§ 18.3 THIRD PARTY BENEFICIARY. EXCEPT FOR THE DUTIES, OBLIGATIONS AND REQUIREMENTS OF ARTICLE 11.3.1, THESE GENERAL CONDITIONS SHALL ONLY BIND THOSE PARTIES THAT ARE IN DIRECT PRIVITY WITH EACH OTHER AND HAVE MADE THESE GENERAL CONDITIONS A PART OF THEIR CONTRACT. NO PARTY MAY RELY UPON THE TERMS AND CONDITIONS HEREIN OR MAY AVAIL ITSELF OF ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN UNLESS THE AFOREMENTIONED IS TRUE. ALL TERMS AND CONDITIONS IN THESE GENERAL CONDITIONS ARE FOR THE SOLE BENEFIT OF THE PARTIES HERETO; NONE OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE INTENDED TO BENEFIT ANY THIRD PARTY, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE PAYMENT AND COMPLETION PROVISIONS IN ARTICLE 9. WITHOUT LIMITING THE FOREGOING, PROVISIONS IN THESE GENERAL CONDITIONS THAT REFERENCE SUBCONTRACTORS, SUPPLIERS OR OTHER THIRD-PARTIES ARE NOT FOR THEIR BENEFIT WHATSOEVER AND MAY NOT BE RELIED UPON BY SUCH PARTIES.

§ 18.4 The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Contractor to the Owner may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Owner withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Contractor must notify the Owner of such request at the time such information is submitted to the Owner, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Owner will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Owner, the Contractor agrees to cooperate with the Owner, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Owner that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Owner.

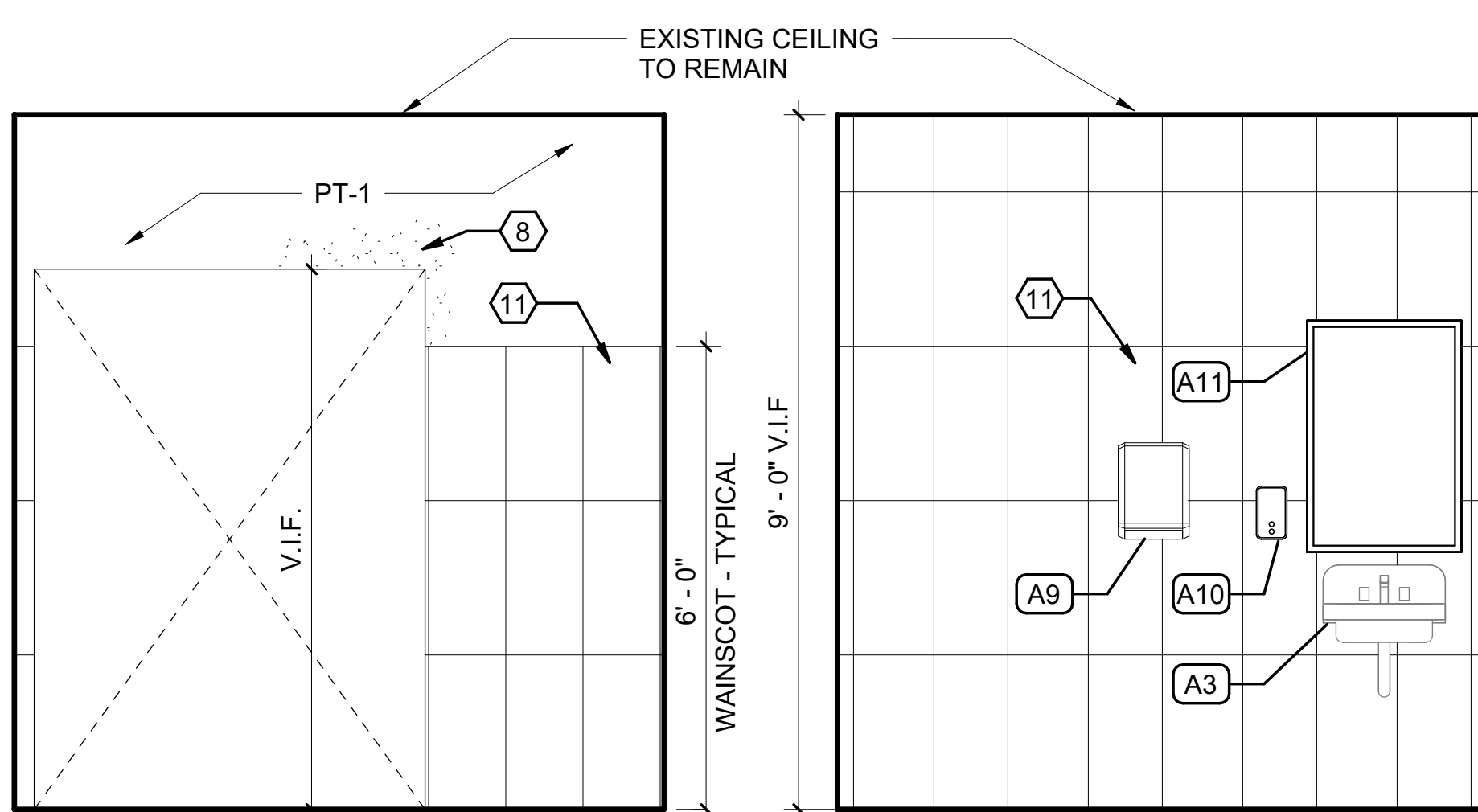
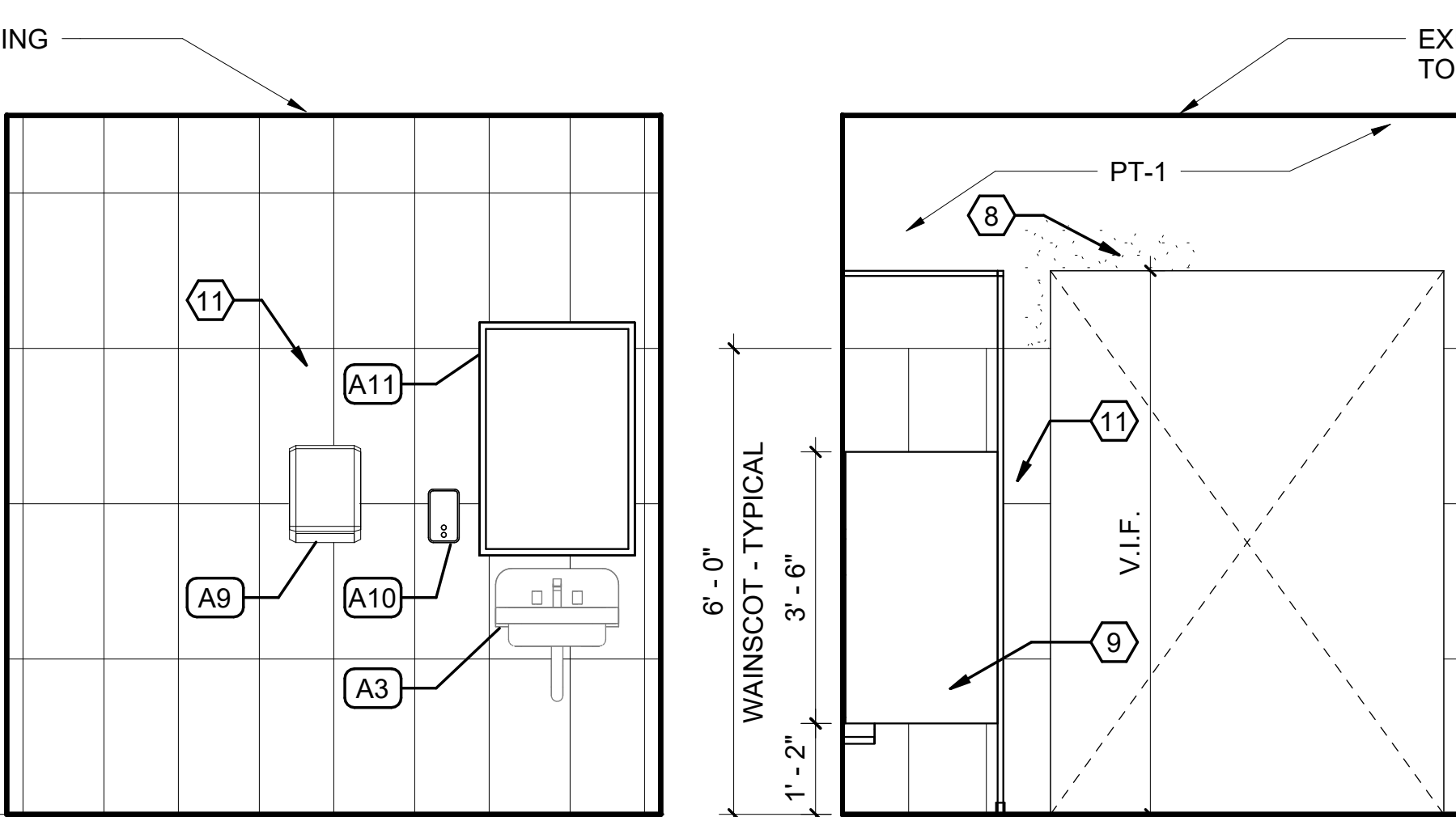
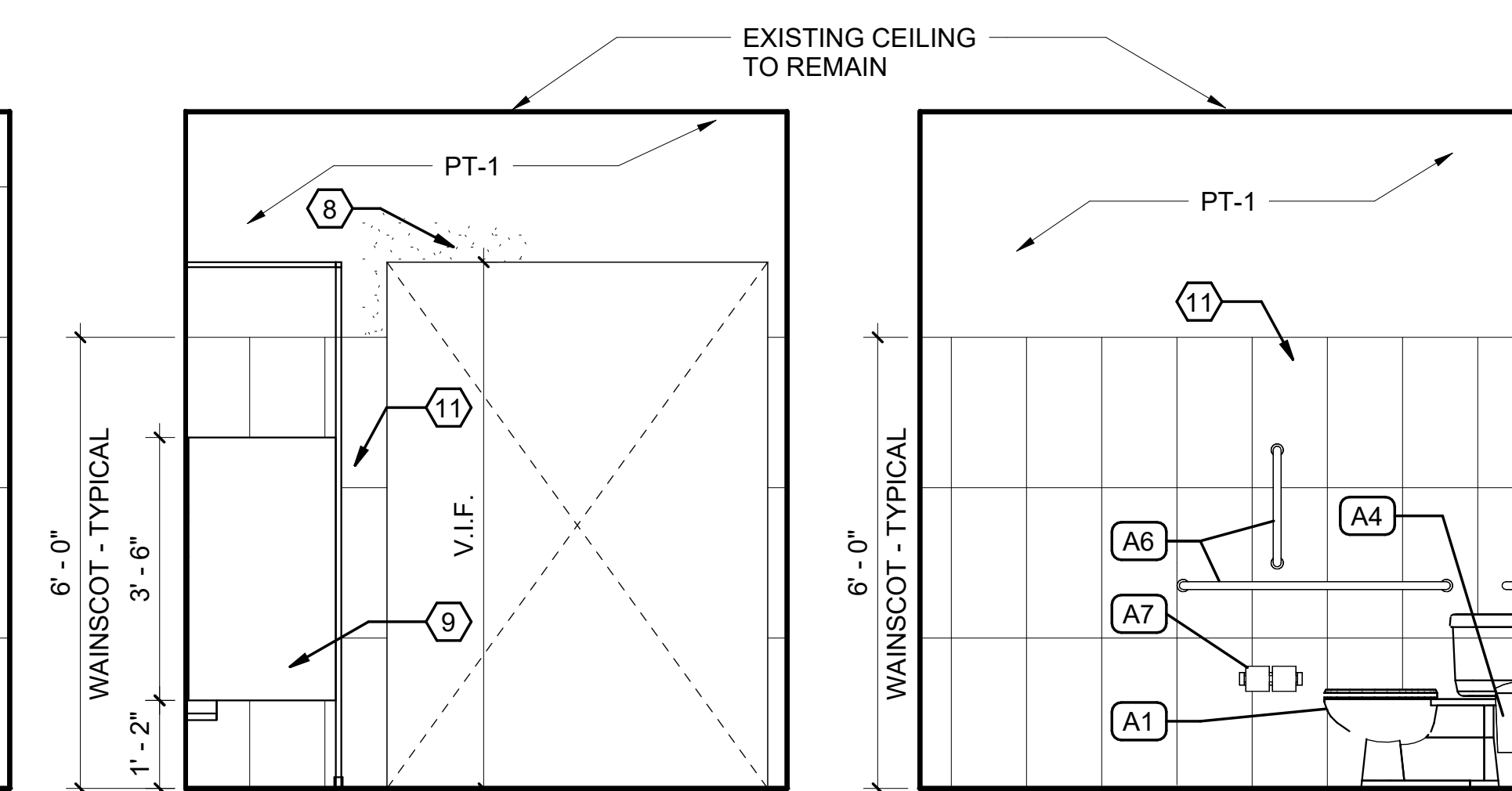
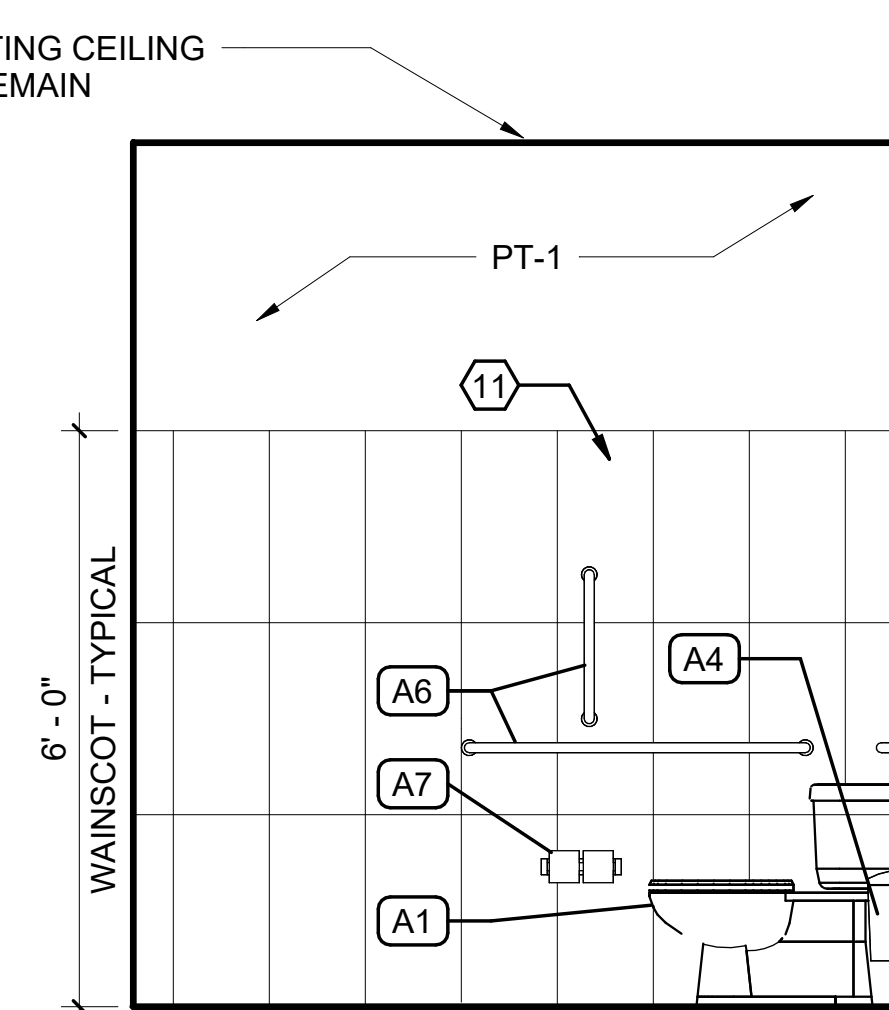
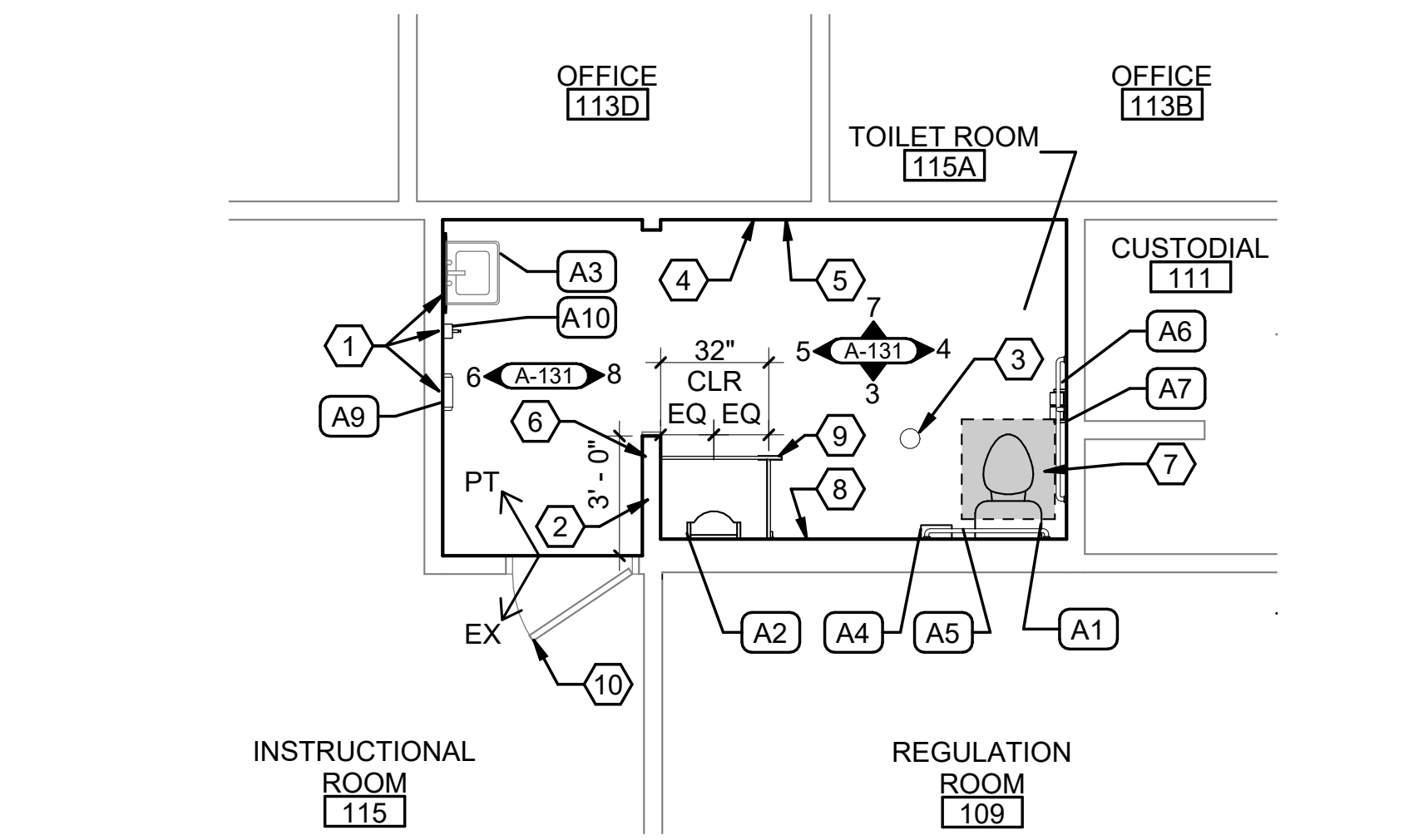
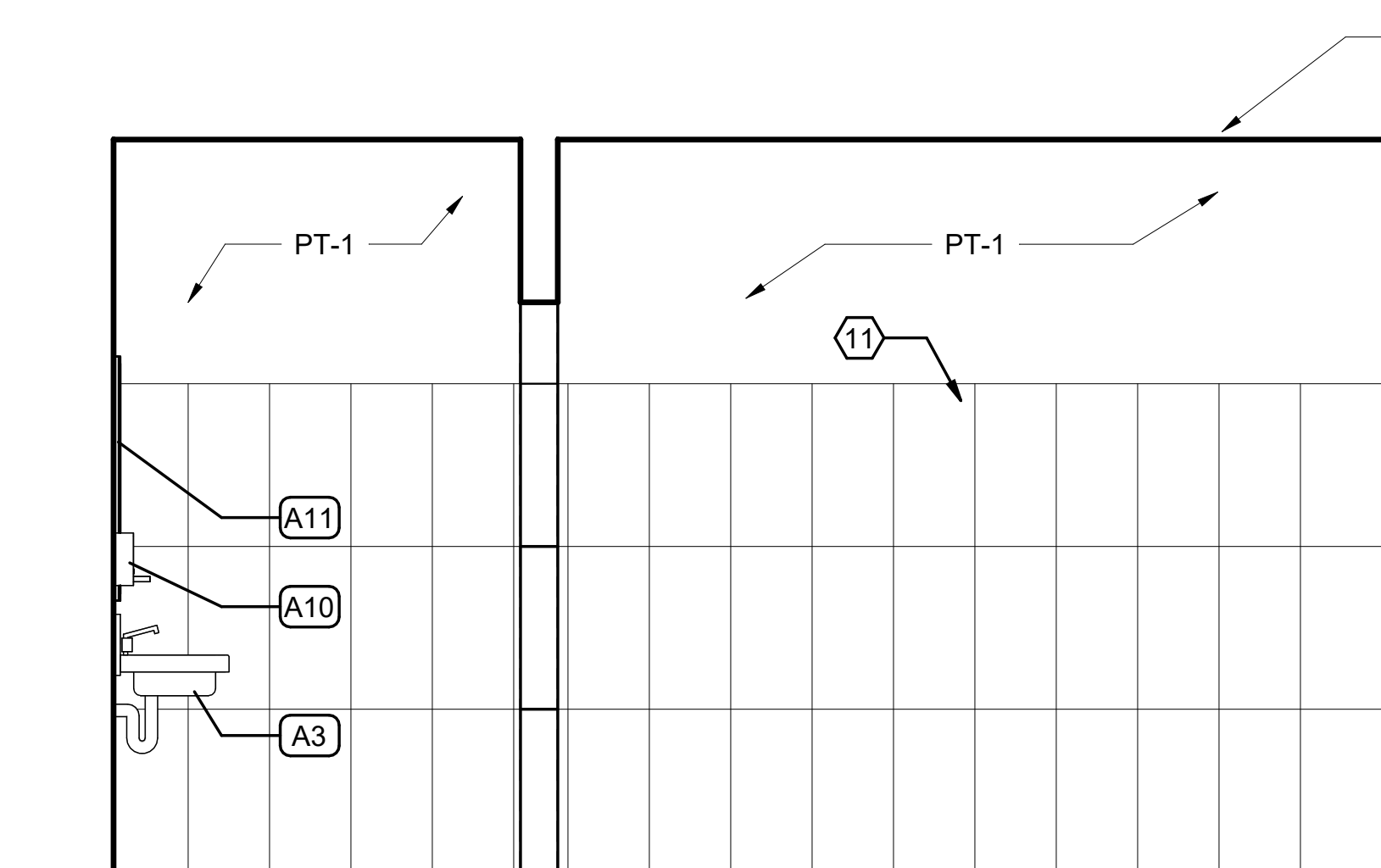
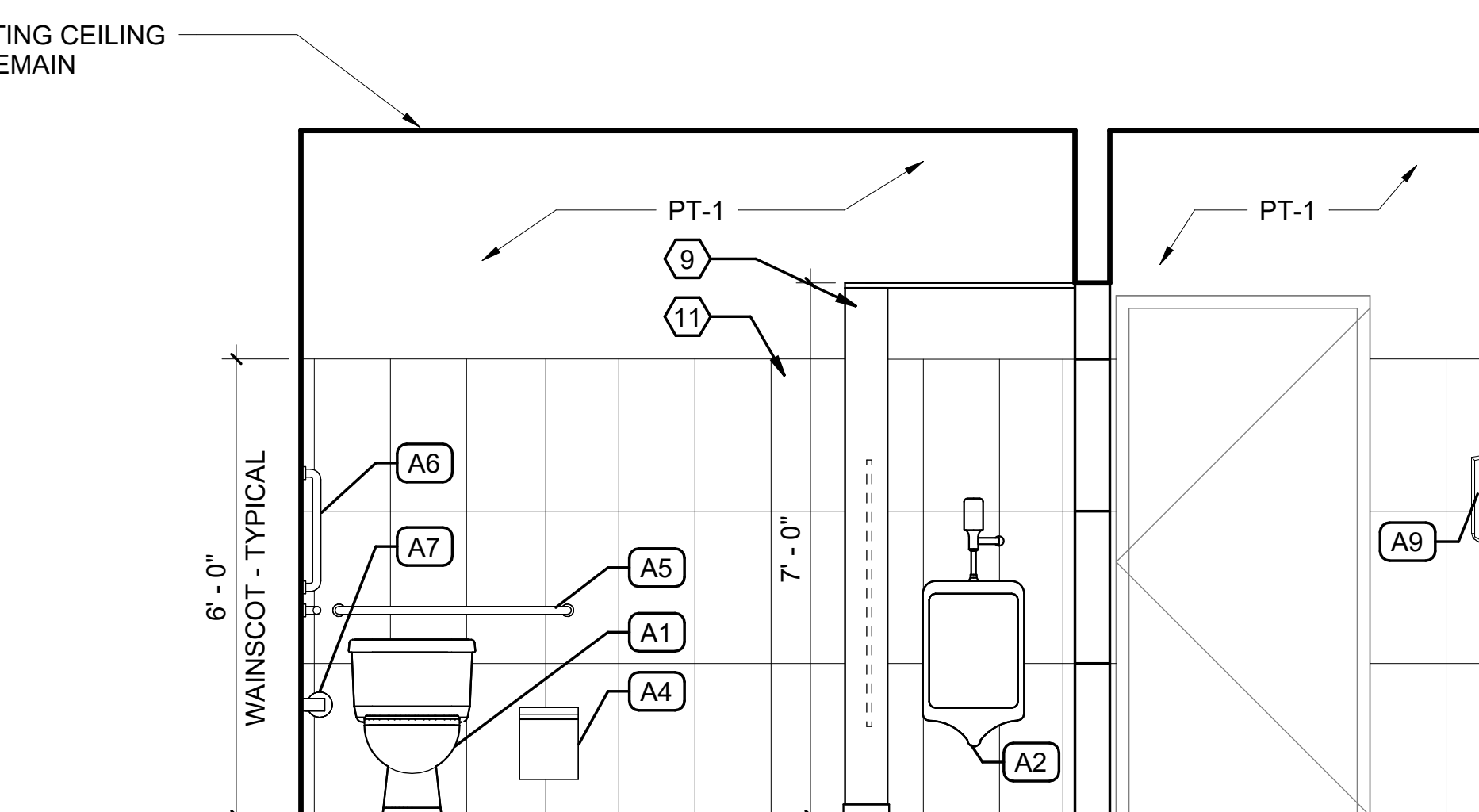
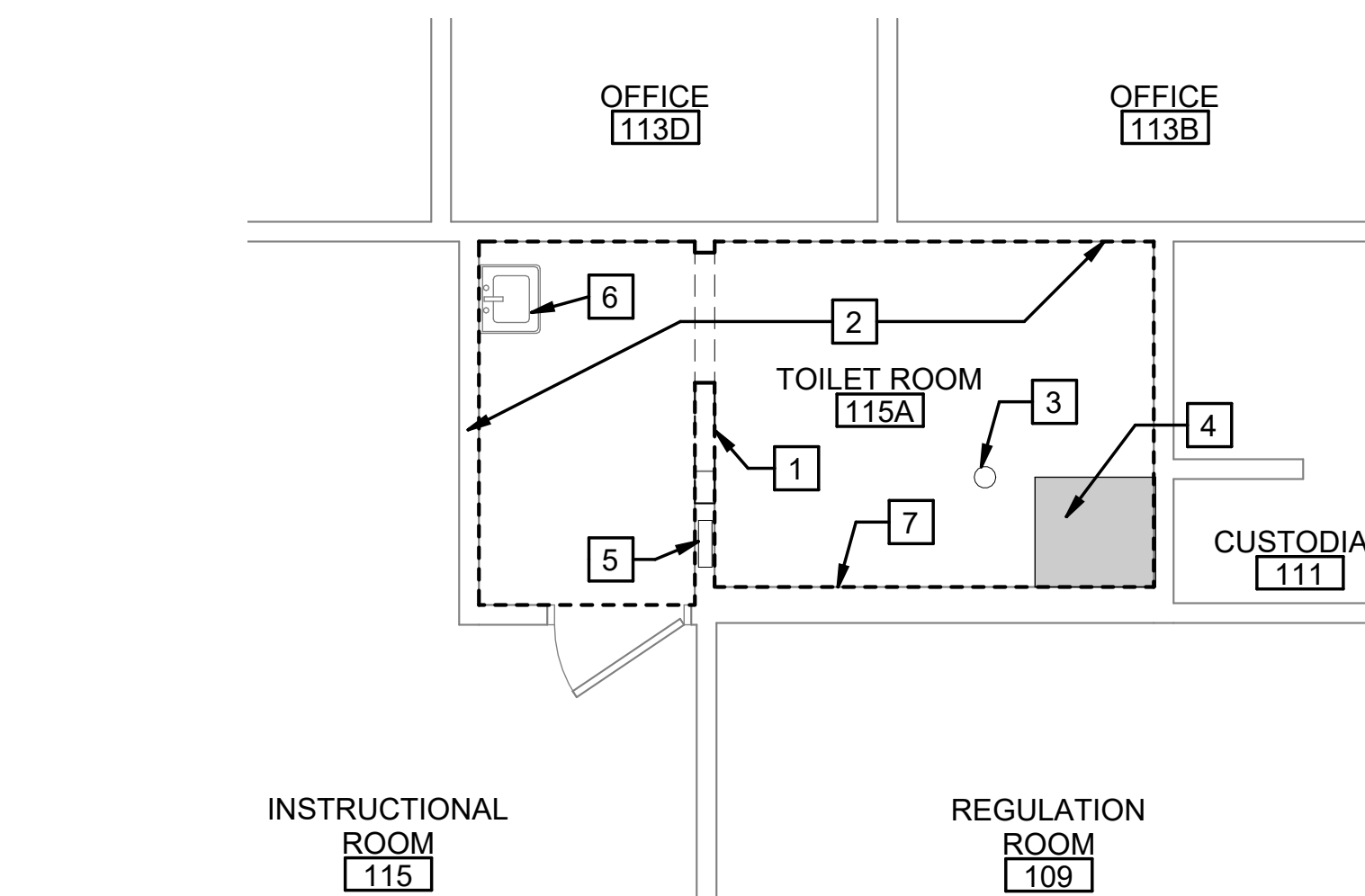
§ 18.5 Federal and State Grant Terms. The following terms are hereby incorporated into the Agreement between the parties, if and to the extent applicable:

1. Debarment Certification. Contractor represents and warrants that it is not listed in the federal System for Award Management (SAM) in accordance with OMB guidelines as being debarred, suspended, or otherwise excluded by agencies or declared ineligible for any contract awards.
2. EEO Statement. Except as otherwise provided under 41 CFR Part 60, the Agreement shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In addition, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor shall be deemed incorporated into the contract and solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The District must report all suspected or reported violations to the federal awarding agency. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Owner must report all suspected or reported violations to the federal awarding agency.
3. Lobbying Certification. If the Contract Sum exceeds one hundred thousand dollars (\$100,000), Contractor certifies and will require all subcontractors and their subcontractors to certify in writing that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and all subcontractors and their subcontractors shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award, represents and warrants that it is not listed in the federal System for Award Management (SAM) in accordance with OMB guidelines as being debarred, suspended, or otherwise excluded by agencies or declared ineligible for any contract awards.
4. Overtime. If the Contract Sum exceeds one hundred thousand dollars (\$100,000), Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

5. Funding Agreements. If the Agreement constitutes a “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Contractor shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
6. Clean Air Act. If the Contract Sum exceeds one hundred fifty thousand dollars (\$150,000), Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



**8 NORTH ELEVATION**
1/2" = 1'-0"**6 SOUTH ELEVATION**
1/2" = 1'-0"**5 SOUTH ELEVATION**
1/2" = 1'-0"**4 NORTH ELEVATION**
1/2" = 1'-0"**2 PARTIAL FIRST FLOOR PLAN- TOILET 115A**
1/4" = 1'-0"**7 WEST ELEVATION**
1/2" = 1'-0"**3 EAST ELEVATION**
1/2" = 1'-0"**1 DEMOLITION FLOOR PLAN- TOILET 115A**
1/4" = 1'-0"**FINISH SCHEDULE - RUBLOFF BUILDING**

ROOM	FLOOR	WALL				CEILING		REMARKS
		NORTH	SOUTH	EAST	WEST	MATL	FIN	
115A	TOILET ROOM	CT-1	CT-1	CT-1	CT-1	CT-1	CT-1	1,2

REMARKS:

- PAINT EXISTING GYPSUM BOARD ABOVE PORCELAIN TILE AND CEILINGS.
- PAINT EXISTING DOOR FRAME TO MATCH EXISTING FRAME.

FINISH LEGEND:

- PT-1: WALL PAINT, SEMI-GLOSS
PT-2: CEILING PAINT, FLAT
PT-3: DOOR FRAME, SEMI-GLOSS.
CT-1: PORCELAIN TILE

PROJECT NOTES:

- GENERAL:**
- WORK SHALL BE EXECUTED IN COMPLIANCE WITH THE INTERNATIONAL BUILDING CODE, 2018 EDITION, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS, INCLUDING ADOPTED AMENDMENTS. OBTAIN AND PAY FOR ALL PERMITS, LICENSES, FEES, AND BONDS REQUIRED FOR EXECUTION OF THE WORK. CONTRACTOR SHALL PROVIDE A TWO YEAR WARRANTY ON MATERIALS, EQUIPMENT, AND WORKMANSHIP FROM THE DATE OF FINAL PAYMENT.
- CUTTING AND PATCHING:**
- EXECUTE CUTTING AND PATCHING TO INSTALL NEW WORK IN EXISTING CONSTRUCTION, ADJUST THE FIT AND FINISH OF PARTS INSTALL ILL-TIMED WORK, REMOVE SAMPLES OF INSTALLED WORK FOR TESTING, AND REMOVE AND REPLACE DEFECTIVE WORK SUBMIT WRITTEN REQUEST PRIOR TO CUTTING OR ALTERATION WHICH AFFECTS STRUCTURAL INTEGRITY OF ANY ELEMENT OF THE BUILDING.
 - IN THE EVENT ASBESTOS CONTAINING MATERIALS OR OTHER HAZARDOUS MATERIALS ARE DISCOVERED, CONTACT OWNER FOR EVALUATION BY THEIR ENVIRONMENTAL ENGINEER. SUBMIT FOR ARCHITECTS REVIEW SHOP DRAWINGS, PRODUCT DATA FOR GLAZING, DOORS, FRAMES AND HARDWARE, ACOUSTICAL CEILINGS, MECHANICAL EQUIPMENT, ELECTRICAL EQUIPMENT AND FIXTURES.
- EXECUTION OF WORK:**
- PROVIDE ALL NECESSARY LABOR, MATERIAL, EQUIPMENT AND DISPOSAL SERVICES TO PERFORM DEMOLITION AS INDICATED ON THE DRAWINGS, AND AS REQUIRED FOR COMPLETE PERFORMANCE OR OTHER WORK. PROTECT ALL ADJACENT CONSTRUCTION NOT SCHEDULED FOR REMOVAL. ERECT AND MAINTAIN ALL BARRIERS AND ENCLOSURES AS REQUIRED TO PROTECT FROM DUST, FUMES, NOISE, AND WEATHER. REMOVE, STORE, AND PROTECT ITEMS DESIGNATED FOR REINSTALLATION.
 - HAZARDOUS MATERIALS: USE PRODUCTS, CLEANERS AND INSTALLATION MATERIALS THAT ARE NOT HAZARDOUS

- DEMOLITION:**
- REMOVED EQUIPMENT SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS NOTED OTHERWISE.
 - THE DRAWINGS DEPICT DEMOLITION IN A SCHEMATIC MANNER AND ARE INTENDED TO DESCRIBE ONLY THE GENERAL NATURE AND EXTENT OF DEMOLITION WORK REQUIRED. PERFOM DEMOLITION, WHETHER OR NOT SPECIFICALLY INDICATED ON THE DRAWINGS, WHICH CAN REASONABLY BE INFERRED FROM EXAMINATION OF ALL CONTRACT DOCUMENTS AND OF EXISTING SITE CONDITIONS
 - CONDUCT DEMOLITION OPERATIONS IN ACCORDANCE WITH ANS A10.8, NFPA 241 AND APPLICABLE CODES AND REGULATIONS
 - DEMOLISH IN AN ORDERLY AND CAREFUL MANNER. PROTECT EXISTING STRUCTURAL MEMBERS AND CONSTRUCTION TO MAINTAIN STRUCTURAL STABILITY AND INTEGRITY.
 - MASONRY, CONCRETE, ETC. SHALL BE SAWCUT OR CORED FOR REMOVAL. EDGES OF CUTS SHALL BE NEAT AND STRAIGHT OR UNIFORMLY ROUND.

- CONCRETE:**
- COMPLY WITH THE REQUIREMENTS OF THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE, 2018 EDITION, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS, INCLUDING ADOPTED AMENDMENTS. OBTAIN AND PAY FOR ALL PERMITS, LICENSES, FEES, AND BONDS REQUIRED FOR EXECUTION OF THE WORK. CONTRACTOR SHALL PROVIDE A TWO YEAR WARRANTY ON MATERIALS, EQUIPMENT, AND WORKMANSHIP FROM THE DATE OF FINAL PAYMENT.

- ROUGH CARPENTRY:**
- FASTENER SELECTION: USE FASTENER SIZE AND TYPE TO SUIT APPLICATION. OBSERVE MANUFACTURER'S RECOMMENDATIONS FOR TYPE, APPLICATION, LOAD CAPACITY, EMBEDMENT, SPACING AND EDGE DISTANCE AND OTHER CRITERIA.

- CAULKING AND SEALING:**
- PROVIDE SEALANT WITH COMPATIBLE BACKUP MATERIAL IN JOINTS INDICATED. COLORS TO BE SELECTED BY ARCHITECT. PROVIDE SPECIFIED SONNEBORN PRODUCTS OR EQUAL PRODUCTS OF DAP, INC., DOW, G.E., PECORA, PRC, SIKKA, OR TREMCO. SUBMIT COLOR SAMPLES.
 - INTERIOR JOINTS BETWEEN WALL SURFACES, DOOR AND WINDOW FRAMES, AND GENERAL INTERIOR APPLICATIONS: ACRYLIC-LATEX EMULSION, SINGLE COMPONENT, ASTM C834. SONNEBORN SONOLAC.

- GYPSUM DRYWALL:**
- PERFORM ALL GYPSUM BOARD CONSTRUCTION IN ACCORDANCE WITH STANDARD PRACTICE AS DESCRIBED IN "GYPSUM DRYWALL CONSTRUCTION HANDBOOK" PUBLISHED BY THE U.S. GYPSUM CO., LATEST EDITION. COMPLY WITH REQUIREMENTS OF UNDERWRITER'S LABORATORIES DESIGNS WHERE FIRE RATINGS ARE INDICATED. FLOOR GYPSUM BOARD TO STUDS AND FURRING WITH SCREWS. EXTEND ALL SOFFIT FRAMING TO UNDERSIDE OF DECK UNLESS OTHERWISE NOTED.
 - PROVIDE TAPERED EDGE BOARD IN THICKNESS INDICATED. PROVIDE TYPE-X FIRE AND IMPACT/ABUSE RESISTANT BOARD. PROVIDE CORNER BEADS METAL TRIM AND WHEREVER EDGES AND CORNERS ARE EXPOSED AND WHERE GYPSUM BOARD ABUTS OTHER MATERIALS. PROVIDE LEVEL 4 TAPE AND FINISH JOINTS WHERE EXPOSED.

- PAINTING:**
- PROVIDE PRODUCTS OF A SINGLE MANUFACTURER: SHERWIN-WILLIAMS. MATCH EXISTING COLORS OF EXISTING DOOR FRAME; SEE COLOR SELECTION BELOW FOR GYPSUM BOARD. INSPECT AND PREPARE SURFACES AND APPLY COATINGS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. VERIFY COMPATIBILITY WITH SUBSTRATES AND SHOP PRIME COATS, IF ANY, PRIOR TO START OF APPLICATION.
 - INTERIOR APPLICATIONS: FERROUS METALS (METAL FRAMES), 1-COAT PRIMER, 2-COATS SEMI-GLOSS LATEX ENAMEL/GYPSUM BOARD, PLASTER: 1-COAT PRIMER, 2-COAT SEMI-GLOSS LATEX ENAMEL; COLOR, SW 9166.

- TILING:**
- WALL TILE: VIRGINIA TILE, CAESAR - JOIN, 12" X 24", INK SOFT. FLOOR TILE: TILEBAR - NASHVILLE, 12" X 24" WHITE. MATTE PORCELAIN.
 - PORCELAIN FLOOR TILE: CONFORMING TO ANSI/TCA A137.1; PORCELAIN CERAMIC; UNGLAZED MATTE SURFACE; DRY COEFFICIENT OF FRICTION 0.80 OR GREATER, WET COEFFICIENT OF FRICTION 0.60 OR GREATER. SIZE 12" X 24" 9MM THICK, COLORS AS SELECTED.
 - SETTING METHODS AND MATERIALS: INSTALL TILE USING SPECIFIED LATICRETE PRODUCTS OR EQUAL PRODUCTS OF MAPPEI, CUSTOM BUILDING PRODUCTS, OR TECH-B FULLER.
 - THIN-SET SYSTEM FOR FLOOR TILE ON CONCRETE SLABS ON GRADE; TCA METHOD F113 WITH PROPRIETARY MATERIALS.
 - LATEX-PORTLAND CEMENT ADHESIVE: "LATICRETE 254 PLATINUM", LATICRETE INTERNATIONAL, INC.
 - GROUT: "LATICRETE SPECTRALOCK PRO PREMIUM" EPOXY GROUT, COLOR AS SELECTED. LATICRETE INTERNATIONAL, INC. COLOR AS SELECTED FROM CLASSIC COLOR GROUP I.
 - THIN-SET SYSTEM QUARRY TILE ON CONCRETE SLABS ON GRADE; TCA METHOD F113 WITH PROPRIETARY MATERIALS (SUITABLE FOR FOOD-SERVICE APPLICATIONS).
 - LATEX-PORTLAND CEMENT ADHESIVE: "LATICRETE 254 PLATINUM", LATICRETE INTERNATIONAL, INC.
 - GROUT: "LATICRETE SPECTRALOCK 2000 IG" EPOXY GROUT, COLOR AS SELECTED. LATICRETE INTERNATIONAL, INC. COLOR AS SELECTED FROM CLASSIC COLOR GROUP I.
 - SEALER: 2 COATS CUSTOM BUILDING PRODUCTS "TILELAB SURFCEGUARD."
 - THIN-SET SYSTEM FOR GLASS-MAT GYPSUM BACKING BOARD WALLS, TCA METHOD W245, WITH PROPRIETARY MATERIALS.
 - LATEX-PORTLAND CEMENT MORTAR "LATICRETE 253 GOLD", LATICRETE INTERNATIONAL, INC.
 - GROUT: "LATICRETE PERMACOLOR GROUT", LATICRETE INTERNATIONAL, INC. COLOR AS SELECTED FROM CLASSIC COLOR GROUP I.
 - MISCELLANEOUS MATERIALS: USING SPECIFIED LATICRETE PRODUCTS OR EQUAL PRODUCTS OF MAPPEI, CUSTOM BUILDING PRODUCTS, OR TECH-B FULLER.
 - CLEANERS: PRE-MIXED, PROPRIETARY TYPE, MANUFACTURED BY LATICRETE, MAPPEI OR CUSTOM BUILDING PRODUCTS.
 - SEALANT: SILICONE, ASTM C-920, TYPE S, GRADE NS, CLASS 25. USE NT-1, M. G. "LATASIL" LATICRETE INTERNATIONAL, INC., COLORS AS SELECTED.
 - WALL-METAL COVE BASE TRIM: SCHLUTER "DILEX", MODEL #AHKA100ACGB; FINISH, BRUSHED CHROME ANODIZED ALUMINUM.
 - VERTICAL OUTSIDE CORNERS AND TOP EDGE TRIM: SCHLUTER "RONDECE", MODEL # RO100ATGB; FINISH, BRUSHED CHROME ANODIZED ALUMINUM.
 - INSTALLATION: PREPARE SUBSTRATES AND INSTALL MATERIALS IN ACCORDANCE WITH ANSI A108 "AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE" AND TCNA "HANDBOOK FOR CERAMIC TILE INSTALLATION" AND MANUFACTURER'S INSTRUCTIONS.

KEYNOTES

- EXISTING PORCELAIN SINK, MIRROR, AND TOILET ROOM ACCESSORIES TEMPORARY REMOVABLE. RESTORE ALL PLUMBING CONNECTIONS FOR OPERABLE USE.
- PATCH AND INFILL WALL WHERE TOWEL DISPENSER AND WASTE CAN RECEPTACLE HAS BEEN REMOVED. PROVIDE LEVEL 4 FINISH.
- EXISTING FLOOR DRAIN TO REMAIN. ADJUST HEIGHT OF STRAINER TO MATCH THICKNESS TO NEW FLOOR TILE.
- EXISTING FIRE ALARM DEVICE TO REMAIN.
- DUAL-HEAD EMERGENCY LIGHT FIXTURE WIRED TO EMERGENCY CIRCUIT AT BLANK WALL PLATE.
- WHERE WING WALL HAS BEEN MODIFIED, PATCH, PAINT AND FINISH WALL TO MATCH NEW TILE WITH CERAMIC TILE TO MATCH EXISTING.
- PATCH CONCRETE FLOOR ON GRADE WHERE PLUMBING WORK OCCURRED. TROWEL FINISH CONCRETE AND PREPARE SLAB FOR PORCELAIN TILE FLOORING.
- WHERE GYPSUM BOARD HAS BEEN REMOVED FROM WALL, PROVIDE 5/8" IMPACT/ABUSE RESISTANT GYPSUM BOARD ASTM C1629/1629M THAT MEETS OR EXCEEDS LEVEL 2. MOLD RESISTANCE ASTM D3273. SCORE OF 10 AS RATED IN ACCORDANCE WITH ASTM D3274. PROVIDE DRYWALL COMPOUND TAPE AND FINISH TO LEVEL 4.
- 24"O. X 42"O. X 1"O. PRE-FINISHED ENAMEL OVERHEAD-BRACED METAL URINAL SCREEN WITH 6"W. X 7'-0" H PILASTER BRACED TO (2) WALLS IN TWO DIRECTIONS.
- EXISTING WOOD DOOR AND HOLLOW METAL FRAME TO REMAIN. PAINT DOOR FRAME - BY OWNER.
- PORCELAIN WALL WAINSCOT REFER TO INTERIOR ELEVATIONS FOR SCHEDULED HEIGHT. CENTER TILE Laterally BETWEEN WALLS.

DEMOLITION PLAN KEYNOTES

- PARTIALLY REMOVE DRYWALL & STUD FRAMED WALL TO NEAREST VERTICAL TILE JOINT TO DIMENSION SHOWN ON PLANS. VERIFY IN FIELD.
- REMOVE EXISTING VCT FLOORING, WALL TILE, AND PERIMETER WALL BASE THROUGHOUT ROOM. SCRAPE EXCESSIVE MASTIC FROM WALLS AND FLOOR SUBSTRATE TO ALLOW ADHESION OF NEW WALL AND FLOORING ADHESIVES.
- EXISTING FLOOR DRAIN. IF DRAIN HAS ADJUSTABLE COLLAR, RAISE DRAIN TO ALIGN WITH FLOOR FINISH.
- SAWCUT CONCRETE SLAB ON GRADE TO ACCESS UNDERFLOOR SANITARY PIPING.
- EXISTING RECESSED HAND TOWEL DISPENSER AND WASTE CAN RECEPTACLE TO BE REMOVED.
- REMOVE AND SALVAGE EXISTING PORCELAIN SINK, MIRROR, AND TOILET ROOM ACCESSORIES FOR RE-INSTALLATION UPON COMPLETION OF ROOM FINISHES.
- PARTIALLY REMOVE GYPSUM BOARD WALL PANELS TO ACCESS PLUMBING PIPING WITHIN WALLS. WHERE NEW WALL-HUNG PLUMBING FIXTURES ARE SCHEDULED, REMOVE GYPSUM WALL PANELS TO SET CHAIR CARRIER FOR URINAL AND INSTALLATION OF WOOD BLOCKING FOR URINAL SCREEN.

GENERAL PLAN NOTES:

- ALL EXISTING CONDITIONS SHALL BE FIELD VERIFIED PRIOR TO THE START OF WORK.
- WHERE INCIDENTAL DAMAGE HAS OCCURRED TO FINISHED SURFACE, EQUIPMENT, AND ITEMS NOT SCHEDULED FOR DEMOLITION SHALL BE REPAIRED AND RESTORED TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- REFER TO AND COORDINATE WORK WITH PLUMBING PLANS.
- REPAINT EXISTING EXPOSED GYPSUM BOARD WALLS ABOVE NEW PORCELAIN TILE WAINSCOT; AND, REPAINT DOOR FRAME.

FIXTURE LEGEND & MOUNTING HEIGHTS - ADULT (GRADE 8-12)

NTS

FIXTURE LEGEND & MOUNTING HEIGHTS - GENERAL NOTES

- TOILET TISSUE DISPENSERS, SANITARY NAPKIN DISPOSAL, MOUNTING HEIGHTS ARE TO BE BASED ON THE LOCATIONS OF THE OPERABLE PARTS.
- WATER CLOSET MOUNTING HEIGHTS ARE TO BE MEASURED TO THE TOP OF THE SEAT.
- TOILET TISSUE DISPENSER, AND SANITARY NAPKIN DISPOSAL TO BE OWNER FURNISHED AND CONTRACTOR INSTALLED.

PLUMBING FIXTURE SCHEDULE					
PLUMBING FIXTURE TAG	TYPE	MANUFACTURER AND MODEL	DESCRIPTION	OTHER ACCEPTABLE MANUFACTURERS	NOTES
<u>WC-1</u>	WATER CLOSET	BOWL: KOHLER HIGHLINE K-76301-RA-0 SEAT: BEMIS 2155-SSCT	FLOOR MOUNTED, TANK TYPE, 2-PIECE, 1.28 GALLON FLUSH, WHITE VITREOUS CHINA WITH ELONGATED BOWL. FIELD VERIFY 10" OR 12" ROUGH-IN FROM WALL, MATCH EXISTING ROUGH-IN DIM. SEAT: WHITE, ELONGATED, OPEN FRONT, ANTI-MICROBACTERIAL. LEVER OPERATION ON WIDE SIDE OF STALL.	BOWL: AMERICAN STANDARD FLUSH VALVE: NONE. SEAT: CHURCH, OLSONITE & SPERZAL	1,2,3,4
<u>U-1</u>	URINAL	BOWL: KOHLER BARDON MODEL K-4991-ET FLUSH VALVE: SLOAN G2-8186-0.5 CARRIER: JR SMITH 0614/0615	CHINA: WALL MOUNTED, WHITE VITREOUS CHINA WITH 3/4" TOP SPUD. CHINA SHALL BE UNIVERSAL FLOW COMPATIBLE AND OPERATE IN THE RANGE OF 0.125 TO 1.0 GPF. FLUSH VALVE: EXPOSED CHROME PLATED, BATTERY POWERED SENSOR ACTIVATED, (0.5) GALLONS PER FLUSH, INTEGRAL SCREWDRIVER STOP AND VACUUM BREAKER. CARRIER: LACQUERED STEEL FRAME WITH LEGS, FEET FOR FLOOR ATTACHMENT, TOP AND BOTTOM ADJUSTABLE UNIVERSAL SUPPORT PLATES.	BOWL: AMERICAN STANDARD FLUSH VALVE: NONE. CARRIER: MIFAB, WADE, JOSAM, WATTS	1,2,4
NOTES: 1. MOUNTING HEIGHTS SHALL BE COORDINATED AND VERIFIED WITH ARCHITECTURAL DRAWINGS. ROUGH-IN HEIGHTS SHALL BE COORDINATED WITH FIXTURE MOUNTING HEIGHTS. ROUGH-IN HEIGHTS SHALL BE ADJUSTED ACCORDINGLY TO ACCOMMODATE FIXTURE HEIGHT AND FIXTURE CHARACTERISTICS. 2. FIXTURE SHALL BE ADA COMPLIANT AND MOUNTED AT HANDICAP HEIGHT. SEE ARCHITECTURAL DRAWINGS FOR MOUNTING HEIGHTS. 3. PROVIDE (BRASSCRAFT MODEL KTSCR19XC) CHROME QUARTER-TURN ANGLE STOP VALVES WITH LOOSE KEY, CHROME ESCUTCHEONS, CHROME PLATED RIGID SUPPLIES OR APPROVED EQUAL. 4. CAULK FIXTURE TO FLOOR, WALL OR COUNTER TOP WITH MATCHING COLOR CAULK.					

PLUMBING SPECIFICATIONS

GENERAL

- 1.1 ALL WORK SHALL BE INSTALLED AND ALL MATERIALS SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE RULES AND REGULATIONS OF ILLINOIS DEPARTMENT OF PUBLIC HEALTH ILLINOIS PLUMBING CODE 2014 EDITION, INTERNATIONAL PLUMBING CODE 2012 EDITION AND ALL LOCAL AMENDMENTS TO THE PLUMBING CODE.
- 1.2 IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE ALL INSPECTIONS WITH THE ILLINOIS DEPARTMENT OF PUBLIC HEALTH STATE PLUMBING INSPECTORS AND THE LOCAL PLUMBING INSPECTOR HAVING JURISDICTION.
- 1.3 EXACT LOCATION OF PLUMBING FIXTURES AND DEVICES SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS, ACTUAL BUILDING WALLS, FLOORS AND CEILING, CABINETRY AND EQUIPMENT SHOP DRAWINGS PRIOR TO STARTING ANY WORK.
- 1.4 DRAWINGS ARE GENERALLY DIAGRAMMATIC. ROUTING OF PIPING, ETC., AS SHOWN ON DRAWINGS, DOES NOT INTEND TO SHOW EVERY RISE, DROP, OFFSET, FITTING NOR EVERY STRUCTURAL ELEMENT THAT MAY BE ENCOUNTERED DURING THE INSTALLATION OF THIS WORK. CONTRACTOR SHALL MAKE ANY REQUIRED CHANGES FROM THE GENERAL ROUTING SHOWN ON THESE DRAWINGS, SUCH AS OFFSETS, BENDS OR CHANGES IN ELEVATION DUE TO COORDINATION WITH THE WORK OF OTHER TRADES AND BUILDING CONSTRUCTION. ALL CHANGES SHALL BE MADE WITHOUT ADDITIONAL COST TO THE OWNER OR DELAY IN COMPLETION DATE OF THE PROJECT.
- 1.5 ALL VENT AND WASTE PIPING SIZES ARE MINIMUM. ADDITIONAL VENTS SHALL BE ADDED AND/OR PIPE SIZE INCREASED AS REQUIRED BY APPLICABLE CODES, STATUTES AND REGULATIONS, ETC. WITHOUT ADDITIONAL COST TO THE OWNER.
- 1.6 PIPE SIZE SHALL BE MAINTAINED FULL SIZE UP TO "LOOK-OUT" AT FIXTURE CONNECTION.
- 1.7 STERILIZATION: UPON COMPLETION OF TESTING AND FLUSHING OF NEW DOMESTIC WATER PIPING, THE CONTRACTOR SHALL STERILIZE ALL WATER PIPING INCLUDING ALL DOMESTIC HOT WATER SUPPLY AND RETURN AND ALL DOMESTIC COLD WATER PIPING. CONTRACTOR SHALL FURNISH AND INSTALL ALL TEMPORARY TAPPINGS, VALVE OPENINGS, DRAIN FITTINGS, ETC., AS REQUIRED TO STERILIZE THE WATER PIPING, INCLUDING ALL REQUIRED EXCAVATION WORK, FITTING AND LABOR. WATER PIPING SHALL BE FLUSHED AND CHLORINATED AS SPECIFIED IN AWWA-C-601-54 STANDARD PROCEDURE FOR DISINFECTING WATER MAINS AND AS REQUIRED BY ILLINOIS DEPARTMENT OF PUBLIC HEALTH. DISINFECTING SHALL NOT BE DEEMED COMPLETED UNTIL SATISFACTORY BACTERIOLOGICAL ANALYSIS REPORTS ARE RECEIVED FOR SAMPLES OF WATER COLLECTED AND TESTED FROM THE NEW WATER PIPING SYSTEM ALL BY PLUMBING CONTRACTOR.
- 1.8 PROVIDE WATER HAMMER ARRESTORS MIFAB MWH SERIES OR APPROVED EQUAL. WATER HAMMER ARRESTORS SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION FOR SERVICE AND EASY REPLACEMENT. LOCATIONS, SIZE AND QUANTITIES SHALL BE DETERMINED BY CONTRACTOR.
- 1.9 ALL EXISTING PIPING INFORMATION SHOWN ON THIS DRAWING HAS BEEN OBTAINED FROM OWNER'S EXISTING CONSTRUCTION DOCUMENTS AND LIMITED FIELD SURVEY. EXACT LOCATION OF EXISTING SANITARY/STORM LINES, WATER LINES, VENT LINES, VALVES AND ALL PIPE SIZES SHALL BE FIELD VERIFIED BEFORE STARTING INSTALLATION. FOR UNDERGROUND PIPING, CONTRACTOR SHALL FIELD VERIFY EXISTING PIPE LOCATIONS, CONNECTION LOCATION, SIZE, DIRECTION OF FLOW, AND DEPTH VIA PIPE LOCATING/TELEVISIONS EQUIPMENT AS REQUIRED PRIOR TO SAW CUTTING OF FLOOR OR BEGINNING WORK. CONTRACTOR'S BID SHALL INCLUDE SAW CUTTING, PATCHING TO MATCH EXISTING, PIPING, LABOR, ETC. TO LOCATE, MAKE CONNECTIONS TO EXISTING UNDERFLOOR PIPING, OR CAP EXISTING UNDERFLOOR PIPING WITHIN 10 FEET OF LOCATION SHOWN ON DRAWINGS. IF LOCATION SHOWN FOR ANY CONNECTION DOES NOT EXIST OR IS NOT ACCESSIBLE, CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER IMMEDIATELY.
- 1.10 PLUMBING CONTRACTOR SHALL PROVIDE STACK TEST ON ALL ROUGH AND UNDERGROUND PLUMBING PER ILLINOIS PLUMBING CODE.
- 1.11 PLUMBING CONTRACTOR SHALL PROVIDE PRESSURE TEST ON ALL ABOVE GROUND SANITARY AND VENT PIPING PER ILLINOIS PLUMBING CODE.
- 1.12 PLUMBING CONTRACTOR SHALL PROVIDE 100LB AIR TEST OR WATER PRESSURE TEST ON ALL WATER PIPING AT TIME OF ROUGH INSPECTION PER ILLINOIS PLUMBING CODE.

PIPE INSULATION

- 2.1 ALL DOMESTIC COLD WATER AND DOMESTIC HOT WATER SUPPLY/RETURN PIPING SHALL BE INSULATED WITH ASTM C547 FIBERGLASS PIPE INSULATION WITH ASTM C1136 VAPOR BARRIER JACKET COMPLETE WITH PVC FITTING COVERS. ALL COLD WATER PIPING SHALL BE INSULATED WITH 1" THICK INSULATION. ALL DOMESTIC HOT WATER AND RECIRC PIPING 1 1/4" AND SMALLER SHALL BE INSULATED WITH 1" INSULATION. ALL DOMESTIC HOT WATER AND RECIRC PIPING 1 1/2" AND LARGER SHALL BE INSULATED WITH 1 1/2" THICK INSULATION. INSULATE ALL DOMESTIC WATER SUPPLY PIPING TO THE FIXTURE CONNECTION. INSULATE ALL WATER SUPPLY PIPING IN CEILINGS, PLUMBING CHASES AND WALLS.
- 2.2 PATCH AND REFINISH ALL DAMAGED INSULATED SURFACES OF ALL EXISTING PLUMBING PIPING AND ASSOCIATED FITTINGS WHERE NEW CONNECTIONS ARE MADE. INCLUDING BUT NOT LIMITED DOMESTIC COLD WATER, HOT WATER SUPPLY/RETURN AND WASTE.

VALVES

- 3.1 PLUMBING CONTRACTOR SHALL PROVIDE ALL REQUIRED ISOLATION VALVES PER I.D.P.H. SECTION 890.1190. VALVES SHALL BE INSTALLED TO ISOLATE ONE ROOM WITHOUT AFFECTING WATER SUPPLY TO ANY OTHER ROOM. ONLY EXCEPTION SHALL BE DIRECT BACK-TO-BACK FIXTURES SERVING PUBLIC SPACES.
- 3.2 INSTALL BALL VALVES ON PIPING 3" AND SMALLER AND OS&Y GATE VALVES ON PIPING 4" AND LARGER IN EACH RISER OR BRANCH TAKEOFF FROM MAINS, RISERS AND AS INDICATED ON DRAWINGS.
- 3.3 BALL VALVES SHALL BE MILWAUKEE, NIBCO, STOCKHAM, APOLLO, KITZ, WATTS, OR JOMAR; LEAD FREE NSF-61 CERTIFIED, WITH BRONZE TWO PIECE BODY, STAINLESS STEEL BALL, TEFLON SEATS AND STUFFING BOX RING, LEVER HANDLE, SOLDER ENDS, FULL PORT AND CONFORM TO MSS SP-110. WHEN PRESS FITTINGS ARE USED, VIEGA OR NIBCO SHALL BE AN ACCEPTABLE MANUFACTURER OF BALL VALVES.
- 3.4 INSTALL VALVES WITH STEMS UPRIGHT OR HORIZONTAL, NOT INVERTED.
- 3.5 INSTALL VALVES WITH CLEARANCE FOR INSTALLATION OF INSULATION AND ALLOWING ACCESS.
- 3.6 PROVIDE ACCESS TO ALL VALVES AND SYSTEM COMPONENTS REQUIRING ACCESS. ALL PIPING ACCESSORIES AND EQUIPMENT SUCH AS ISOLATION VALVES AND IN-LINE PUMPS SHALL BE INSTALLED AT A REASONABLE HEIGHT AND POSITION IN ORDER TO FACILITATE MAINTENANCE.

SHOP DRAWINGS, SUBMITTALS AND CLOSE OUT DOCUMENTS

- 4.1 CONTRACTOR SHALL SUBMIT ELECTRONIC COPIES IN PDF FORMAT SHOP DRAWINGS OF ALL PIPING, VALVES, PIPE HANGERS, PIPE INSULATION, MISC DEVICES, PUMPS, MIXING VALVES, PLUMBING FIXTURES, ACCESS PANELS, EQUIPMENT, TO ENGINEER FOR APPROVAL PRIOR TO ORDERING ANY ITEMS OR FABRICATING ANY DUCTWORK. SUBMITTALS SHALL BE RETURNED WITHIN TEN BUSINESS DAYS.
- 4.2 CONTRACTOR SHALL PROVIDE OWNER TRAINING ON ALL EQUIPMENT AND BUILDING SYSTEMS PROVIDED/ALTERED BY HIS WORK. TRAINING SHALL BE ACCOMPLISHED DURING TIME DEDICATED FOR THAT PURPOSE, NOT IN CONJUNCTION WITH SERVICE WORK.
- 4.3 AT COMPLETION OF PROJECT, CONTRACTOR SHALL SUBMIT PDF FORMAT OF OPERATION AND MAINTENANCE MANUALS FOR ALL WORK PROVIDED BY HIM ON PROJECT. MANUALS SHALL BE CLEARLY ORGANIZED AND CONTAIN COPIES OF APPROVED EQUIPMENT, COMPONENT BREAK-DOWN AND PARTS LISTS, MAINTENANCE/CLEANING AND TROUBLESHOOTING MANUALS, SERVICE CONTACTS, CONTRACTOR AND MANUFACTURER WARRANTIES, AND "AS BUILT" FLOOR PLANS INDICATING ALL APPROVED DEVIATIONS AND REVISIONS TO BIDDING DOCUMENTS.

PIPE SPECIFICATIONS

PLUMBING PIPING SHALL BE AS FOLLOWS:

SANITARY SEWER AND VENT PIPING, BURIED WITHIN 5 FEET OF BUILDING

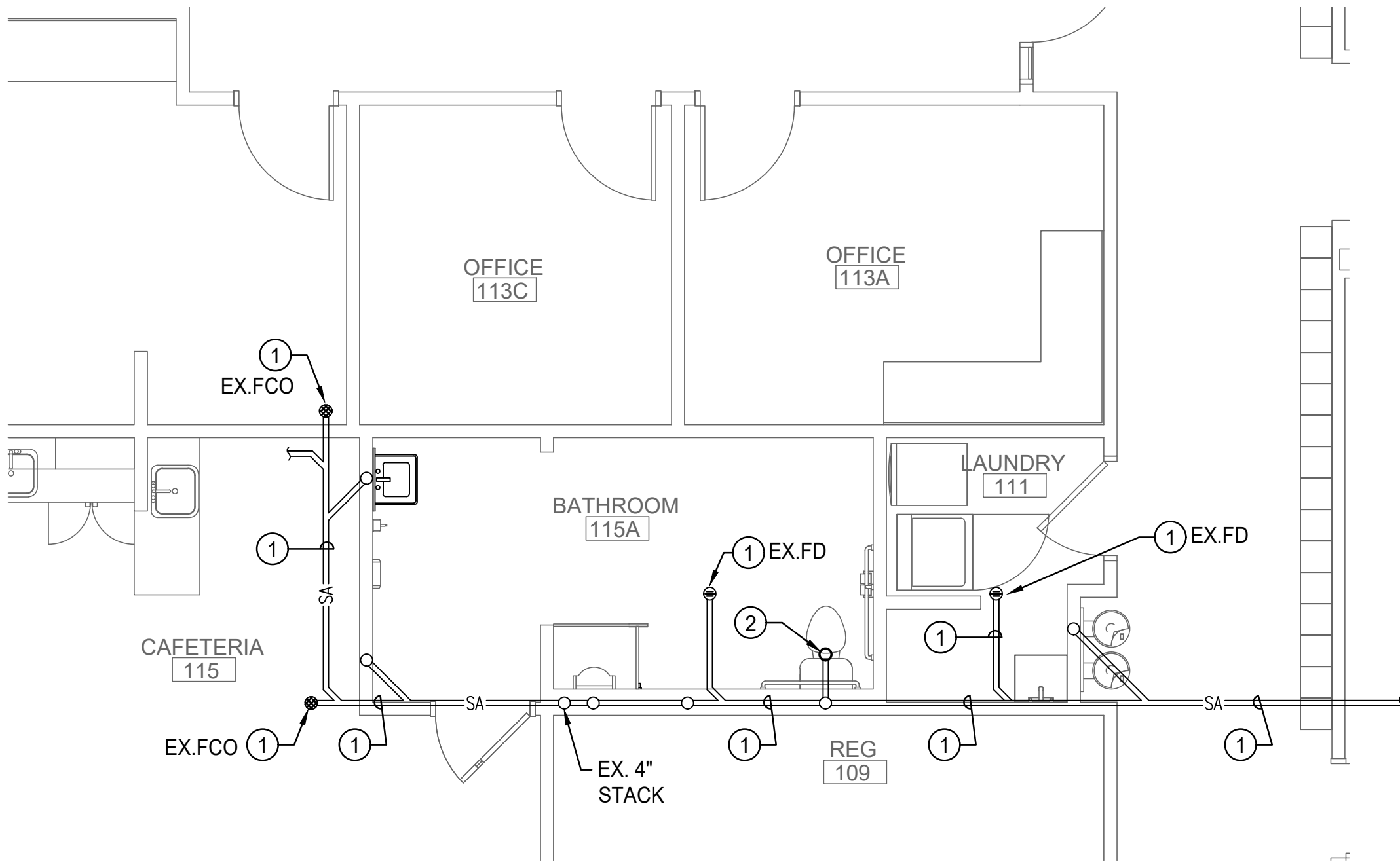
- A. PLASTIC PIPE: ASTM D2665, POLYVINYL CHLORIDE (PVC) MATERIAL.
FITTINGS: PVC, ASTM D2665.
JOINTS: ASTM D2855 SOLVENT WELD WITH ASTM D2564 SOLVENT CEMENT.

SANITARY AND VENT PIPING, ABOVE GRADE

- A. PLASTIC PIPE: ASTM D2665, POLYVINYL CHLORIDE (PVC) MATERIAL.
FITTINGS: PVC, ASTM D2665.
JOINTS: ASTM D2855 SOLVENT WELD WITH ASTM D2564 SOLVENT CEMENT.
INSULATE ALL VERTICAL AND HORIZONTAL PIPING FOR SOUND CONTROL.

WATER PIPING, ABOVE GRADE

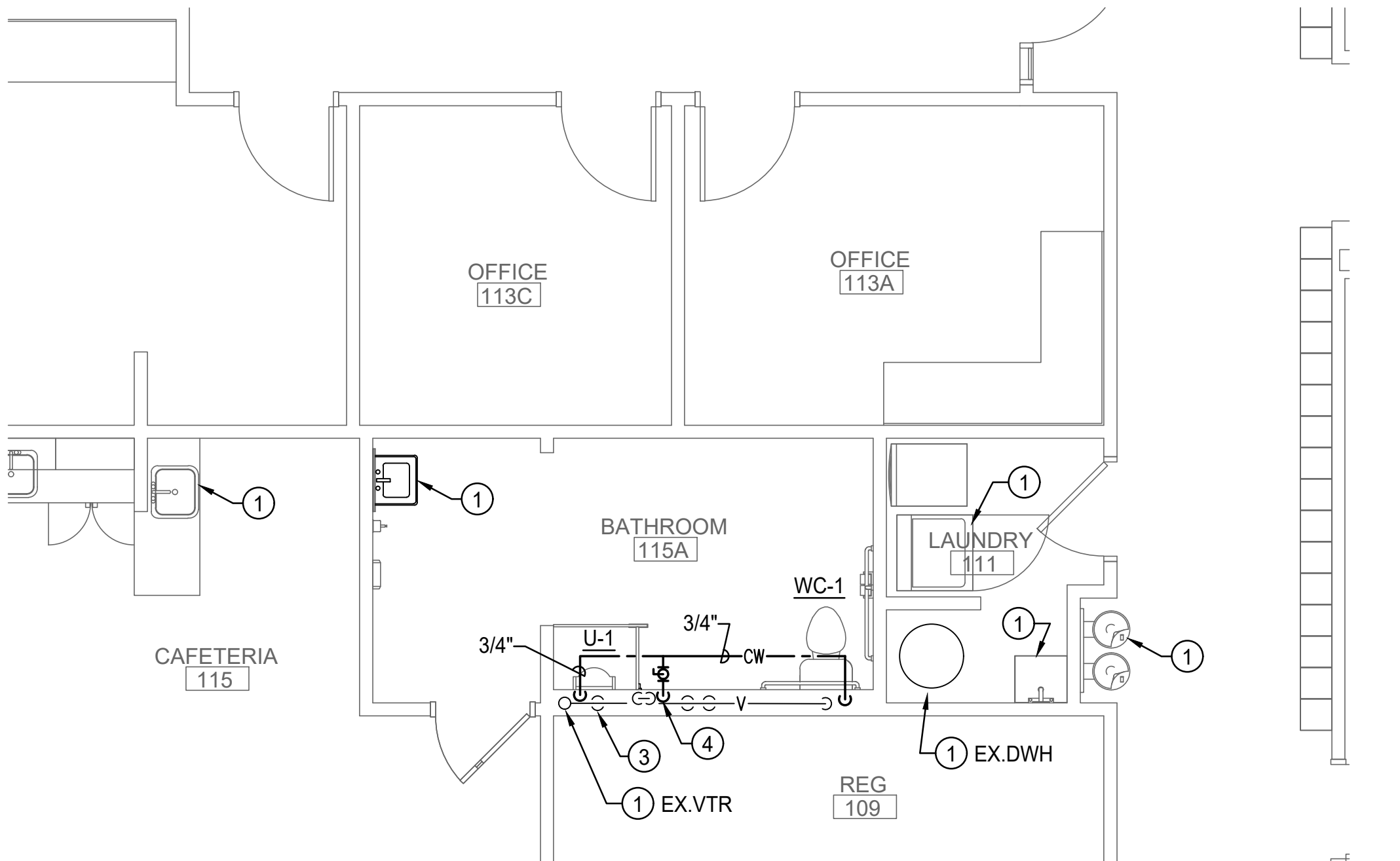
- A. COPPER TUBING: ASTM B88, TYPE L, HARD DRAWN.
FITTINGS: ASME B16.18, CAST COPPER ALLOY OR ASME B16.22, WROUGHT COPPER AND BRONZE.
JOINTS: ASTM B32, SOLDER, GRADE 95TA.
- B. COPPER TUBING: ASTM B88, TYPE L, HARD DRAWN.
COPPER PRESS-JOINT FITTINGS: VIEGA PROPRESS; ASME B16.18 CAST COPPER ALLOY, ASME B16.22 WROUGHT COPPER, ASME B16.51 COPPER PRESS-CONNECT PRESSURE FITTINGS, EPDM O-RING AND INTEGRAL LEAK DETECTION. FITTINGS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS. ONLY MANUFACTURERS COMPATIBLE PRESS TOOLS SHALL BE USED.
OTHER ACCEPTABLE MANUFACTURERS: NIBCO, MUELLER PRS STREAMLINE.



1 UNDERFLOOR PLUMBING PLAN

1/4" = 1'-0"

0' 4' 8' 16'



2 PLUMBING PLUMBING PLAN

1/4" = 1'-0"

0' 4' 8' 16'

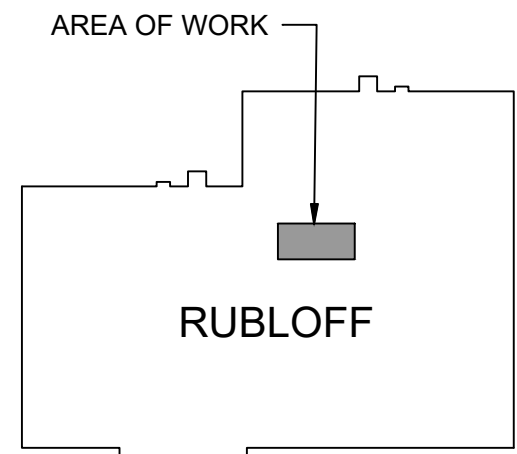
DRAWING NOTES: (TYPICAL FOR THIS DRAWING ONLY.)

- 1 EXISTING PLUMBING PIPING, FIXTURES, DEVICES TO REMAIN.
- 2 OPEN FLOOR TO LOCATE RPREVIOUSLY CAPPED FLOOR MOUNTED WC CONNECTION, RE-ESTABLISH CONNECTION AND EXTEND TO NEW WC FLOOR FLANGE. OPEN/CUT AND PATCH FLOOR AS REQUIRED TO MAKE NEW MODIFICATIONS TO SANITARY PIPING FOR NEW WATER CLOSET.
- 3 MAKE NEW CONNECTION/MODIFY TO EXISTING SA/VENT PIPING IN WALL AS REQUIRED TO ACCOMMODATE NEW WALL MOUNTED URINAL. OPEN AND PATCH WALLS AS REQUIRED TO MAKE NEW MODIFICATIONS TO SANITARY/VENT PIPING FOR NEW URINAL.
- 4 LOCATE AND MAKE NEW CONNECTION TO CW PIPING IN WALL, EXTEND NEW 3/4" CW TO CEILING, PROVIDE SHUT-OFF VALVE IN CEILING AND ROUTE NEW 3/4" CW DOWN IN WALL AT WC AND URINAL. OPEN AND PATCH WALL TO MATCH EXISTING.



EXISTING PIPING IN PLUMBING WALL - BATHROOM 115A

NO SCALE



KEY PLAN

NTS