

**SECTION 00 90 01
BIDDING AND CONTRACT REQUIREMENTS
ADDENDUM NUMBER 1**

**Demonica Kemper Architects
125 N. Halsted Street, Suite 301
Chicago, IL 60661
312.496.0000**

To: Prospective Bidders

Issued: August 8, 2024

Re: ADDENDUM NUMBER (1) TO THE BIDDING DOCUMENTS FOR

**McHenry County College
2024 Renovations – Bid Package 1**
Architect's Project Number: 24-013

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents dated July 24, 2024. Acknowledge receipt of this addendum in the space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

ADDENDA TO THE PROJECT MANUAL

1. 00 21 13 - INSTRUCTIONS TO BIDDERS
 - A. **REVISE** note "Document 00 31 00 – Contractor Certification" to "Document 00 43 15 – Contractor Certification" on page 2.
 - B. Revised section not issued for clarity and updated in Issued for Construction Specifications.
2. 00 72 13 - GENERAL CONDITIONS
 - A. **ADD** the attached section in its entirety.
3. 01 10 00 - SUMMARY
 - A. **REVISE** item C, Date of Substantial Completion "December 20, 2025" to "December 20, 2024" on page 2.
 - B. Revised section not issued for clarity and updated in Issued for Construction Specifications.
4. 01 78 39 - PROJECT RECORD DOCUMENTS
 - A. **ADD** section 1.4, ELECTRONIC CLOSEOUT DOCUMENTATION for General Contractor's responsibilities related to electronic closeout documentation, upload, and fees. See attached for updated specification section.

ADDENDA TO THE DRAWINGS

1. ED1.10
 - A. **REVISE** demolition scope at fire science, CAL classroom, and EMS classroom as indicated.
 - B. **REVISE** drawing note #1 as indicated.
2. ED1.11
 - A. **REVISE** demolition scope as indicated.
 - B. **REVISE** plans to show hatching for areas with no work.
3. E0.11
 - A. **REVISE** plans to show drawing tags for enlarged plans.
 - B. **REVISE** location of existing electrical panel "S/J2".

4. E1.10
 - A. **REVISE** new work scope at fire science, CAL classroom, and EMS classroom as indicated.
 - B. **REVISE** drawing note #4 as indicated.
 - C. **REVISE** 'THERMOSTAT NOTE' as indicated.
5. E1.11
 - A. **REVISE** new work scope as indicated.
 - B. **REVISE** plans to show hatching for areas with no work.
 - C. **REVISE** 'THERMOSTAT NOTE' as indicated.
6. E2.10
 - A. **REVISE** new lighting scope as indicated.
 - B. **REVISE** drawing notes as indicated.
 - C. **REVISE** drawing note #2 as indicated.
7. E2.11
 - A. **REVISE** new lighting scope as indicated.
 - B. **REVISE** drawing notes #2, 3 as indicated.
8. E4.00
 - A. **ADD** new sheet in its entirety.
9. E5.00
 - A. **ADD** receptacle designation in 'ELECTRICAL SYMBOL LIST' for controlled receptacle.
10. E6.10
 - A. **ADD** 'CONTROLLED RECEPTACLE DETAIL' as indicated.

CLARIFICATIONS

1. Refer to attached for Pre-Bid Meeting Minutes and contractor sign-in sheet.
2. There is no phasing required in each renovation area of the project. All areas can start work at any time after the date of commencement and finish prior to the date of substantial completion per the General Contractor's preferred schedule.
3. Fire Alarm work is shown on the drawings for reference only. This work will be coordinated with the owner's preferred vendor (Fox Valley Fire) after the award of the contract. The Fire Alarm Allowance noted in the specifications will be used to cover the cost of this scope of work.
4. Door Hardware scope is detailed in the specifications and should be included in the General Contractor's base bid. The door hardware allowance will be used for any additional door hardware or other general coordination required for the project.

This addendum consists of 2 pages, excluding attachments.

END 00 90 01.

Attachments:

1. 2024.08.06 – MCC 2024 Reno BP1 – Pre-bid Meeting Minutes
2. 00 72 13 - GENERAL CONDITIONS
3. 01 78 39 - PROJECT RECORD DOCUMENTS
4. ED1.10, ED1.11, E0.11, E1.10, E1.11, E2.10, E2.11, E4.00, E5.00, E6.10



DEMONICA KEMPER ARCHITECTS

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McHenry County College
2024 Renovations – Bid Package I
DKA Project Number: 24-013

Pre-Bid Meeting Agenda

Board Room A217, 8900 US Highway 14, Crystal Lake, IL 60012 - 9:00am, August 6, 2024

1. This Pre-Bid Meeting is **mandatory**. Refer to Addendum No. I for the meeting minutes and a list of GC's who will be able to submit bids for the project.
2. Bids Due
 - a. **Date/Time: Tuesday, August 20, 2024 @ 8:30am**
 - b. **Location: Ms. Maricella Garza, Coordinator of Purchasing, Building A Room A246, 8900 US Highway 14, Crystal Lake, IL 60012.**
 - c. Any bids received by after this time will be returned to the bidder unopened.
 - d. Bids will be opened publicly in the Board Room (A217) following the bid due date at 9:00am.
 - e. **Bids will be required to be held for 90 days after the due date.**
3. Bid Submittal
 - a. Submit in an **opaque, sealed envelope**. On the envelope, include the following:
 - i. Contractor Name and Address
 - ii. Bid Title
 - iii. Bid Opening Date and Time
 - b. Submittal shall include the following:
 - i. Document 00 41 13 – Bid Form
 - ii. Document 00 43 13 – Bid Bond
 - iii. Document 00 43 15 – Contractor Certification
 - iv. Document 00 43 25 – Substitution Sheet
 - v. Document 00 43 29 – W9
 - vi. Document 00 43 39 – MCC BEP Plan
 - I. The document reflects the college's aspirational goal of 20% of MBE / WBE / DBE inclusion. This form should be completed noting the included contractors or the attempts made to meet this goal.
 - vii. Document 00 43 43 – Certificate of Compliance with Illinois Prevailing Wage Law
4. Bonds
 - a. Bid Deposit:
 - i. Not less than ten percent (10%) of the bid amount.
 - ii. Make payable to the Board of Trustees, McHenry County College.
 - iii. Held for 45 days or award of contract, whichever comes first.
 - iv. The bid deposit will be forfeited by the successful bidder in the event of the bidders failure to enter into a contract.
 - b. Performance bond and Labor & Material payment bond:
 - i. Required at 100% of the bid amount within 10 days of award of contract.
 - ii. Make payable to the Board of Trustees, McHenry County College.
5. AIA Document 201 – General Conditions of the Contract for Construction will be included in specification section 00 72 13. It will be issued in forthcoming Addendum #1.



6. The apparent low bidder will be asked to produce a copy of **AIA Document A305 – Contractor’s Qualification Statement Form**, including references, immediately after the bid opening in order to make a recommendation to the Board of Trustees.
7. The General Contractor will be required to **identify its sub-contractors prior to award of the contract**.
8. All Contractors and Sub-Contractors are required to **pay prevailing wages** in accordance with the specifications and the Illinois Department of Labor.
9. GC shall employ **a full-time superintendent** to manage the day-to-day operations.
10. The college is tax exempt.
11. A project website is required as noted in specification section 01 31 00. Acceptable vendors are:
 - a. Procore
 - b. Submittal Exchange
 - c. Autodesk Planroom
12. Allowances:
 - a. Door Hardware Allowance: \$10,000
 - b. Fire Alarm Allowance: \$15,000
13. Alternate Bids:
 - a. Alternate No. 1 – Deduct to eliminate liquidated damages.
14. Bidding Schedule:
 - a. Last RFIs Due: Wednesday, August 14, 2024 at 5:00 pm
 - b. **Final Addendum:** **Thursday, August 15, 2024**
 - c. **Bids Due:** **Tuesday, August 20, 2024 at 8:30 am**
 - d. **Bid Opening:** **Tuesday, August 20, 2024 at 9:00 am**
 - e. Board Meeting: Thursday, August 29, 2024
15. Construction Schedule:
 - a. **Commencement:** **On or after Monday, September 9, 2024 at 7:00am**
 - b. **Substantial Completion:** **On or before Friday, December 20, 2024, 11:59pm**
16. Liquidated Damages:
 - a. \$1,000.00 per calendar day starting Monday, December 30, 2024.
17. There will be no bid extensions.
18. Normal work hours shall be **7:00 am to 10:00 pm Monday thru Friday**. Any work outside of those normal work hours needs to be coordinated with the owner prior to commencement and check-in with the McHenry County College Police Department.
19. Review general scope of the project.
 - a. A selective interior renovation of (5) different rooms located throughout Main Campus, including demolition as required / indicated for new work, and all new walls, doors, ceilings, and finishes as indicated for new work.



- b. Mechanical work consists of selective demolition of existing duct runs / grilles, adjustment of existing grilles, and new duct runs / grilles to work with new room layouts. All HVAC equipment will be existing to remain.
 - c. There is no plumbing scope required on this project.
 - d. Fire protection scope will include the removal of all sprinkler heads and a modification of the existing branch lines to coordinate with the new work and new sprinkler head locations.
 - e. Electrical and Technology scope will include selective demolition of the existing systems and the installation of new lighting, power, fire alarm, AV, and Data systems as indicated.
 - f. No phasing of the areas will be required. All areas will be available upon the commencement of on-site activities and can be started and completed per the contractor's schedule in order to meet the substantial completion date noted.
20. Estimated Project Cost: \$700,000.00
21. Site Logistics:
- a. The Contractor is responsible for sealing each construction area throughout the construction process and providing any dust containment needed to prevent disruption of the occupied adjacent spaces.
 - b. The Contractor is responsible for all clean-up of dust, materials, and debris outside of the construction areas that are directly related to the projects required construction activities.
 - c. Parking lots adjacent to each project area will be available for the contractors use for lay-out space and deliveries, a dumpster, and contractor parking. Final locations will be coordinated with the Awarded General Contractor during the pre-construction meeting.
 - d. The College is a non-smoking campus.
 - e. Any utility shutdowns required must be coordinated with and approved by the owner prior to commencement. Do not interrupt any utilities serving facilities occupied by Owner or others unless permitted by the owner.
 - f. Contractor shall be responsible for the protection of existing conditions, utilities, and other existing elements to remain from damage due to construction activities.
 - g. Contractor shall photograph existing conditions prior to beginning work.
22. Bidders may access the project site after this meeting by contacting...
- Mr. Dave Dammon, Assistant Vice President of Facilities – ddammon@mchenry.edu – (815) 455-8564**
23. Questions regarding the bidding documents or bidding procedures shall be direction to...
- David Sikorski – dsikorski@dka-design.com**
24. Site Walkthrough



McHenry County College
2024 Renovations – Bid Package I
DKA Project Number: 24-013

Pre-Bid Meeting Attendee List

Board Room A217, 8900 US Highway 14, Crystal Lake, IL 60012 - 9:00am, August 6, 2024

1. Bob Tenuta, MCC
2. Pat Sullivan, MCC
3. Maricella Garza, MCC
4. David Sikorski, DKA
5. Brian Jense, Manusos General Contracting
6. Krisi Fries, Stuckey Construction
7. Mourad Cherhar, Bee Liner Lean Services
8. Michael Solarz, Carmichael Construction

**See attached for original sign-in sheet.*



DEMONICA KEMPER ARCHITECTS

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Sign-In Sheet

Meeting:	Pre-Bid Meeting	Project:	2024 Renovations - BPI
	9:00 AM, A217		McHenry County College
Date:	8/6/2024	Proj. No.:	24-013 IFB#08202024

Name	Company	Contact (tel or e-mail)
1 David Sikorski	Demonica Kemper Architects	dsikorski@dka-design.com
2 Robert Tenuta	McHenry County College	btenuta@mchenry.edu
3 Pat Sullivan	McHenry County College	Psullivan@mchenry.edu
4 Maricella Garza	McHenry County College	mgarza@mchenry.edu
5 Brian Jase	Manusos General Contracting	847-973-0600 manusa@manusosinc.com
6 Krisi Fries	Shockey Construction	paul@shockeyconstruction.com
7 MOURAD C HERHAR	BEE Liner Lean Services	mouead@Bee-Lean-Services.com 768 262 1761
8 Michael Solarz	Carmichael Construction	Connie@Carmichael Construction.com
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AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

McHenry County College -Project Master

THE OWNER:

(Name, legal status and address)

The Board of Trustees of McHenry County College
8900 US Highway 14
Crystal Lake, Illinois 60012

THE ARCHITECT:

(Name, legal status and address)

Demonica Kemper Architects
125 N. Halsted Street, Suite 301
Chicago, IL 60661

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ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents included in the Project Manual, 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, or (2) a Change Order.

§ 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 all of the Contractor's duties under the Contract Documents, including 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, if any, 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; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 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 If any two or more provisions of the Contract Documents conflict, and such conflict relates to the quantity or quality of the Work, the Contractor agrees to provide the greater quantity and/or better quality of such Work.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

(Paragraphs deleted)

§ 2.2.2 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. The Contractor shall provide information or other assistance as the Architect or Owner may request in connection with these obligations.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 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.

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or approved construction schedules, and fails within a five-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and reasonable attorneys' fees, and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within thirty (30) days after a request by the Owner.

§2.5 OWNER'S RIGHT TO AUDIT. The Contractor shall keep full and accurate records of all labor and material costs incurred and items billed in connection with the performance of the Work, which records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until three years after Final Payment. In addition, the Contractor shall make it a condition of all Subcontracts relating to the Work that all Subcontractors will keep accurate records of costs incurred and items billed in connection with their work and that such records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until three years after Subcontractor's final completion.

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. The Contractor is an independent contractor, and shall not be deemed an agent of the Owner for any reason.

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

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in strict 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 The Contractor represents that it has visited the Project site, become generally familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, and has satisfied itself as to the nature and location of the Work, the general and local conditions, including those bearing upon access (including partial or total restrictions on access), transportation, delivery, disposal, staging, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of existing conditions to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Work and all other matters which can in any way effect the Work or the cost thereof under this Agreement. Any failure by the Contractor to acquaint itself with all the available information concerning these conditions will not relieve the Contractor from any obligation under the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering latent errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any apparent errors, inconsistencies or omissions as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.2.5 In all cases where Work interconnects with existing facilities, Contractor shall field measure and verify at the site all dimensions relating to such existing facilities. Any conflicts in the Work and the existing facilities which could have been mitigated by the Contractor's obligation to verify the dimensions of the existing facilities shall be promptly rectified by the Contractor at its own expense.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 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 inspections by governmental authorities having jurisdiction over the Work.

§ 3.3.5 No inspection performed or failed to be performed by the Owner or Architect shall be a waiver of any of the Contractor's obligations hereunder.

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.4.4 The Contractor shall not at any time permit on the Project site any alcohol or controlled substances whether inside or outside of buildings or structures. Possession or use of any of the foregoing at or adjacent to the site shall obligate the Contractor to remove such offending personnel from the site and replace them at no additional cost to the Owner.

§ 3.4.5 The Contractor and any Subcontractors shall conform to labor laws of the State and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable thereto. Contractor shall enforce among all personnel directly or indirectly employed by it, and among all Subcontractors and their employees, all rules which the Owner may establish for conduct of such personnel on the site.

§ 3.4.6 The Contractor shall pay prevailing wages in accordance with and shall fully comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*

§ 3.5 WARRANTY

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

§ 3.6 TAXES

The Owner is tax-exempt. Notwithstanding, the Contractor shall pay any applicable sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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

§ 3.7.3 If the Contractor performs Work 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 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 immediately notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work on site. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be subject to approval by the Owner and shall not be replaced without the prior written consent of the Owner. The Owner shall have the right to require that the Contractor replace the superintendent, at no additional cost to the Owner, at any time during the duration of the Work if his/her performance is not satisfactory to the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice that Owner has no initial objection to the proposed superintendent, but shall not affect Owner's right to make a subsequent rejection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent..

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.1.1 The Contractor's construction schedules shall be in a bar chart format, and shall depict, at a minimum, activity identification and durations, critical path, float, early start, early finish, late start, and late finish.

§ 3.10.1.1.1 The float in the construction schedules will not be deemed exclusively available to the Contractor or Owner, but rather shall be available to either party as needed.

§ 3.10.1.2 No less than once per month, the Contractor shall submit an updated construction schedule. The updated construction schedule shall depict actual start and completion dates for Work commenced and, if appropriate, Work completed. Additionally, the updated construction schedules shall depict updated estimates of anticipated commencement and completion dates for all upcoming Work.

§ 3.10.1.3 Submission of the initial construction schedule and monthly schedule updates shall be absolute prerequisites of certification of the Contractor's application for payment.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. If the Contractor fails to adhere to the approved construction schedule(s), Contractor shall immediately, at its own expense, take necessary measures to remedy such failure, including addition of personnel and/or equipment, overtime, and/or additional shifts. The Owner shall be entitled to rely on Contractor's schedules for coordination of its own activities, as well as the activities of other contractors working at the Project site or on the Project.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals (collectively the "Record Documents"). These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 The Contractor shall make the Record Documents available for inspection by the Architect upon reasonable notice. Adequate maintenance of the Record Documents shall be a prerequisite to certification of the Contractor's applications for payment.

§ 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 the way by which 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. The Contractor shall submit Product Data for all equipment and materials incorporated into the finished Work. 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (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. 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 Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Architect has specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. Throughout the progress of the Work the Contractor shall continually remove from the Project Site and from any adjacent property, all waste, scraps, tools, equipment, storage facilities, machinery, trailers, and vehicles no longer required for prosecution of the Work, such that the Project site remains clean, orderly, and safe.

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

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 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.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the Contractor's or any Subcontractor's breach of the Contract Documents, or by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The 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.

(Paragraphs deleted)

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's 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 and the Owner each have 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 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

(Paragraph deleted)

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 If this Project is utilizing a construction manager at-risk, the construction manager at-risk shall be the "Contractor" referenced in these general conditions, and when the lowest, responsive and responsible multiple prime trade contractor(s) are identified and awarded contracts by the Owner, each such award shall constitute the automatic assignment of that trade contract by the Owner to the Contractor, and each such successful bidder shall then be known as a "Subcontractor." If this Project is utilizing a single general contractor or multiple prime trade contractors, and the Project is not utilizing a construction manager-at risk, then there shall be no such assignment. In any case, a Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

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

(Paragraphs deleted)

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect.

Each Subcontractor acknowledges: (1) that the Owner is a direct intended third party beneficiary of each Subcontract between the Contractor and Subcontractor; (2) that notwithstanding any contract provision to the contrary, Subcontractor shall be bound to perform the Work in accordance with these AIA A201 general conditions, as amended; and (3) that the Subcontractor is not a third party beneficiary of the construction management contract between Contractor and Owner.

Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner 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.

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

(Paragraph deleted)

§ 5.4.3 Upon such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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.

(Paragraph 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The separate contractors shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction. For the purposes of facilitating this section only, the Contractor and separate contractors shall be deemed intended third party beneficiaries to each other's respective contracts with the Owner.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors 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 allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.1.4 No Change Order shall be approved or paid unless preceded by written direction for Change is provided by the Owner. This requirement cannot be waived. There shall be no implicit or constructive change orders.

§ 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.

§ 7.2.2 No payment for changes in the Work shall be made until such change has been memorialized in an executed Change Order and the Change has been executed.

§ 7.2.3 The Contractor shall be permitted the following markups for additive changes orders, and shall be required to take the following mark-downs for deductive change orders. Additional markup for insurance or bonds will not be allowed. All change order requests must be submitted with the following backup information or they will not be

reviewed by the Architect or Owner: material and labor quantities, material unit costs, labor rates, and any other substantiating data to explain the change order amount.

Markups and Markdowns for Change Orders:

Additive Change Order: 10%

Deductive Change Order: 10%

§ 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 for the purposes of defining the change and/or how payment shall be calculated, but not for the purpose of approving payment.

§ 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated change by more than 25% in a proposed Change Order or Construction Change Directive, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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. Upon execution by the Owner, such agreement shall be effective and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit (as provided in § 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

(Paragraph deleted)

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. Unless provided elsewhere in the Contract Documents, the Contractor shall achieve Final Completion within thirty (30) days following Substantial Completion.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

§ 8.3.3 Extension of Contract Time pursuant to this Article 8 shall be the Contractor's sole and exclusive remedy for delay.

§ 8.3.4 Extension of Contract Time resulting from Changes in the Work shall be negotiated into respective Change Orders. Whenever the Contractor seeks an adjustment in the Contract Time as part of a Claim or Change Order, the

Contractor shall justify the request with proper written reference to the approved construction schedules. All executed Change Orders shall be deemed to include adjustments in the Contract Time, if any, resulting from the underlying Change in the Work.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

The Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various Subcontracts in such form and supported by such data to substantiate its accuracy as the Architect may require. Each section of the schedule organized by Subcontract shall further allocate each Subcontractor's Work into discrete tasks with values corresponding to each task. The total of all values for all tasks for all Subcontractors shall equal the Contract Sum. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Approval by the Owner of the schedule of values (and revisions thereto) shall be a condition precedent to certification of Contractor's applications for payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The Contractor's inclusion in an Application for Payment of an amount owed to a Subcontractor shall constitute the Contractor's certification to the Owner that such Subcontractor is entitled to payment in that amount, and that there are no backcharges, Claims or other disputes then pending or anticipated which may impact that Subcontractor's right to such payment. Contractor shall submit all Applications for Payment in a consistent format.

§ 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 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 approve payment to a Subcontractor or material supplier, unless such Work has been performed by others for whom the Contractor approves payment.

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

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

§ 9.3.4 All Applications for Payment shall be accompanied by lien waivers from the Contractor and applicable Subcontractors. The lien waivers, when taken together, shall equal the sum due and paid under the immediately preceding Application for Payment, and shall be effective through the submittal date of the immediately preceding Application.

§ 9.3.5 All Applications for Payment shall be accompanied by the Contractor's and Subcontractors' certified payrolls as required by the Illinois Prevailing Wage Act, 820 ILCS 130/5.

§ 9.3.6 Submission of properly executed lien waivers and the certified payrolls shall be conditions precedent to certification of the respective Application for Payment.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may 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, or if any other condition precedent to payment has not occurred. 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 for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.5.3 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 material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 If at any time there is evidence of any liens or claims for which, if established, the Owner may become liable for and which would be chargeable to the Contractor or any Subcontractor, the Owner shall have the right to retain, out of any payment due or thereafter to become due to Contractor or a Subcontractor, an amount sufficient to completely indemnify the Owner against such lien or claim, including any reasonable attorneys fees that have been or may be incurred by the Owner. Should any such evidence be established after all payments are made, the Contractor or Subcontractor shall repay the Owner all sums which the Owner may be compelled to pay in discharging such lien or claim, including all reasonably attorneys fees and other costs resulting from such lien or claim.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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.

(Paragraph deleted)

§ 9.6.8 The Owner shall withhold ten percent (10%) from the periodic Progress Payments to the Contractor as retention. Payment of retention shall be requested with the Contractor's application for Final Payment. No interest shall accrue on monies held in retention. Contractor shall ensure that each contract between Contractor and each Subcontractor contains this same provision for the withholding and release of retention.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' 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 Subcontractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for

its intended use. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of the Owner's personnel in the operation of systems has been completed and documented, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner can occupy the Project on that date and the completion of the Work by the Contractor will not materially interfere or hamper the Owner's normal business operations and/or use and enjoyment of the Project. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty calendar days following the Date of Substantial Completion. The Contractor shall secure and deliver to the Owner written warranties and guarantees from all Subcontractors, Sub-Subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Owner and stating the period of warranty as required by the Contract Documents. The Contractor is responsible for the warranty of all Work performed by Subcontractors at any tier. If in the event Contractor does not complete remaining work within forty five (45) days of Substantial completion, Owner shall give the Contractor written notice of the remaining Work to be completed. If the Contractor fails to complete the remaining work to be completed within seven (7) days of receipt of the written notice, the Owner reserves the right to complete the remaining Work in accordance with § 2.4 without further notice to the Contractor. All costs incurred by Owner therein shall be offset against Contractor's final payment.

§ 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 (the "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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof, as provided in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Upon Substantial Completion, the Contractor and Subcontractors hereby assign all vendor and manufacturers' warranties to the Owner. All such warranties shall be submitted to the Architect prior to submission of the final Application for Payment.

§ 9.8.7 The Contractor's submittal of the following documents shall be a condition precedent to a determination of Substantial Completion:

- a. All Record Documents
- b. All Operations and Maintenance Manuals (3 copies in 3-ring binders)
- c. All Manufacturers' warranties

§ 9.8.8 LIQUIDATED DAMAGES. The parties agree that time is of the essence of this Agreement. If the Contractor fails to achieve Substantial Completion of the Work by the Substantial Completion date(s) established in the Contract Documents and/or as established in the approved construction schedules, as may be adjusted by extensions of time contained in fully-executed Change Orders, if any (the "Scheduled Date(s) of Substantial Completion"), the Contractor shall be liable to and shall pay the Owner an amount of liquidated delay damages per calendar day for each and every such day between the Scheduled Date(s) of Substantial Completion and the actual date(s) of Substantial Completion, and the Owner may set off and deduct such amounts from payments due, or which may later become due, to the Contractor. At the Owner's option, the amount of liquidated delay damages applicable to this Section may be established elsewhere in the Contract Documents.

The parties stipulate and agree that this provision is fair and reasonable, and the per day rate established in the Contract Documents is fair and reasonable, considering the nature of the harm that may be incurred by the Owner as a result of such delay, and the difficulty or impossibility of ascertaining, calculating, and/or proving the actual damages resulting from such delay. The parties stipulate and agree that this Section 9.8.8 is a valid and enforceable liquidated delay damages clause, and is not a penalty. The liquidated damages clause contained in the Contract Documents shall be Owner's sole and exclusive remedy against Contractor for delay.

If the Contract Documents do not establish liquidated delay damages, or if the liquidated delay damages clause contained in this Section 9.8.8 is determined to be unenforceable in whole or in part, by any court or tribunal of competent jurisdiction, the parties agree that the mutual waiver of consequential damages in Section 15.1.6 shall be null and void.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 All Work depicted on the Contractor's Punch List and thereafter identified in the Architect's inspection shall be completed by Contractor within thirty days of issuance of the Certificate of Substantial Completion. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in 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 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

(Paragraphs deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and specifically 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 solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Neither the Owner nor the Architect shall be responsible for any safety precautions or programs in connection with the Work.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in 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, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

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

(Paragraph deleted)

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site.

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's or Subcontractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until three (3) years after the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents, whichever is greatest.

§ 11.1.3 Certificates of insurance and policy endorsements as required below shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor or applicable Subcontractor with reasonable promptness.

§ 11.1.4 The Contractor and each Subcontractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the "The Board of Trustees of McHenry County College," the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's or Subcontractor's negligent acts or omissions during the Contractor's or Subcontractor's operations; and (2) the "The Board of Trustees of McHenry County College" as an additional insured for claims caused in whole or in part by the Contractor's or Subcontractor's negligent acts or omissions during the Contractor's or Subcontractor's completed operations. The applicable policies shall be endorsed to indicate that they are primary as respects the additional insureds, and not contributory with any other insurance available to the additional insureds.

§ 11.1.5 Unless modified in writing by the Owner, Contractor and each Subcontractor shall maintain, at its own expense, the following insurance coverages on an occurrence basis insuring the Contractor or Subcontractor as applicable, its employees and agents, and the Indemnitees as required in Section 3.18, which insurance shall be provided by insurance companies rated at least A / XIV by Best's Key Rating Guide and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any such policies.

§ 11.1.6.1 Contractor and the Subcontractors shall not commence Work under this Contract until all insurance required below is obtained and approved by the Owner:

§ 11.1.6.2 Commercial General Liability Insurance (including limited form contractual liability and completed operations, explosion, collapse and underground hazards), covering personal injury, bodily injury and property damage in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

§ 11.1.6.3 Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000) covering personal injury, bodily injury and property damage.

§ 11.1.6.4 Workmen's Compensation Insurance in the amount of the statutory minimum with an Employer's Liability coverage of at least Five Hundred Thousand Dollars (\$500,000).

§ 11.1.6.5 Umbrella / excess insurance coverage with a limit of at least Two Million Dollars (\$2,000,000).

§ 11.1.6.6 Failure of either the Architect or Owner to demand certificates of insurance and/or policies and/or endorsements shall not constitute a waiver of the Contractor's and Subcontractor's responsibilities under this Article 11. Nor shall review and/or approval by either the Owner or Architect in any way relieve Contractor or any Subcontractor of its responsibility for furnishing sufficient insurance. The endorsements or amendatory riders shall indicate that as respects said additional insureds, there shall be severability of interests under the policies.

§ 11.1.6.7 Under no circumstance shall Contractor be relieved of providing insurance as required by this Article 11. If inspection of certificates, endorsements, or policies by Owner would reasonably reveal any deficiencies in coverage as required, Contractor shall not be relieved of its obligation to provide insurance coverages as required herein and may not assert any defense of waiver, acquiescence, estoppel, or otherwise by the failure of Owner or its agents to object to the form of the certificate, endorsements, or policies, or other documents provided by the Contractor.

§ 11.1.7 Contractor shall also protect the Owner by specifically incorporating this Article 11 into every Subcontract entered into and also requiring that every Subcontractor incorporate this Article and its coverage requirements into every sub-subcontract it enters into. Notwithstanding this requirement, this Article 11 is deemed incorporated into every Subcontract and sub-subcontract via such document's flow-through provisions.

§ 11.1.8 Liability of Contractor or Subcontractor is not limited by these insurance requirements or by actual insurance coverage. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or the liability of the Architect, or any of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Owner, Contractor, Architect, or any Subcontractor's interest or liabilities, but are merely minimums. The obligation of the Contractor and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the Architect's, Contractor's or any Subcontractor's insurance.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

(Paragraph deleted)

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

(Paragraphs deleted)

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

§ 11.3.7 WAIVERS OF SUBROGATION

Owner and Contractor each reserve their respective rights of subrogation.

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

(Paragraph deleted)

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.*, and with all provisions of this Article 11.

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

§ 11.4.2.1 Prior to commencing Work, Contractor shall furnish a performance bond and a payment bond to the Owner as obligee with a penal sum equal to the Contract Sum including accepted alternates, and if the Contractor is a Construction Manager at-risk who took assignment of trade contracts pursuant to Section 5.1.1, the penal sum of such bonds shall equal the sum of all Subcontractors' bids, including accepted alternates. The surety for the performance and payment bonds shall be rated not less than A / VI by Best's Insurance Guide Key.

§ 11.4.3 If at any time the Owner shall become reasonably dissatisfied with any surety, or for any other reason such bonds shall cease to be adequate security for the Owner, Contractor shall, within five (5) days after notice to do so, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be reasonably satisfactory to the Owner. No further payment shall be deemed due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

§ 11.4.4 All performance and payment bonds required by this Article 11 shall be executed in conformity with American Institute of Architects Document A311, or such other form as is acceptable to the Owner. Said bond forms shall be deemed modified to the extent to be consistent with this Article 11. A certified copy of the power of attorney from the surety company stating that the person executing the bond is duly authorized by the surety to execute the bond shall be attached to the bond.

§ 11.4.5 Whenever the Contractor shall be and is declared by the Owner to be in default under the Construction Contract, the surety shall be responsible to compensate the Owner for the following costs incurred by the Owner as they result of the default: 1) any and all extra work and/or corrective work, 2) additional Architect costs, 3) accounting costs, 4) legal costs and reasonable attorneys' fees, 5) testing, consulting, and other engineering costs, 6) any other costs necessarily incurred and resulting from the default. Notwithstanding, the surety's obligations shall not exceed the penal sum of the bond.

§ 11.4.6 All terms and conditions of all Contract Documents, including these A201 general conditions, as amended, shall be deemed incorporated by reference into each bond furnished in connection with this Article 11. In case of any conflict between any provision of any performance or payment bond and the Contract Documents, the provisions of the Contract Documents shall prevail to the extent of such conflict.

§ 11.4.7 Any provision of any bond purporting to create a condition precedent for Owner not otherwise contained in the Contract Documents, or which otherwise purports to abrogate or nullify the Owner's rights or remedies otherwise available in contract, law, or equity, is void. If any provision of any bond purports to shorten the period of limitations and/or the period of repose as provided in Section 13-214 of the Code of Civil Procedure, 735 ILCS 5/13-214, or if any provision of any bond purports to shorten any other applicable statute of limitation or repose, such provision of such bond shall be stricken from such bond prior to execution, and if not stricken shall be deemed null and void, but all other provisions of such bond shall remain enforceable.

§ 11.4.8 In the event any surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or is declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Owner be insolvent, the Contractor shall immediately upon request by the Owner furnish and maintain other bonds satisfactory to the Owner.

§ 11.4.9 No surety shall assert solvency of its principal or its principal's denial of default as a defense to any claim under any bond furnished in accordance with this Article 11.

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 Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be

uncovered for the Owner's or 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 Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor an express, written acceptance of such specific condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

§ 12.2.2.3 The one-year period for correction of Work shall be extended on specific items of Work identified as defective, and such extension shall commence upon the performance of corrective Work by the Contractor pursuant to this Section 12.2. Such extension shall expire one year from the date of completion of such corrective Work.

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors 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 any obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the Owner may seek to enforce that obligation or any other obligation arising under the Contract Documents.

§ 12.2.6 All other warranties and guarantees required by the Contract Documents shall be provided to the Architect prior to Substantial Completion, and are separate obligations from the obligations contained in this Section 12.2.

§ 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 by express written notice to the Contractor 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 State of Illinois without regard for conflict of law principles.

§ 13.1.1 Contractor and each Subcontractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/2-101 *et seq.*, and Contractor and each Subcontractor hereby certifies that he / she / it has and will maintain at all times during the term of this agreement a written sexual harassment policy in accordance with 775 ILCS 5/2-105(A)(4).

§ 13.1.2 Contractor and each Subcontractor hereby certifies pursuant to Section 33E-11 of the Illinois Criminal Code that he / she / it is not barred from bidding on, or contracting in connection with, the Project as a result of a conviction for either bid-rigging or bid rotating under Section 33E-3 or 33E-4 of the Criminal Code.

§ 13.1.3 The Contractor and each Subcontractor hereby certifies that he / she / it will provide a drug free workplace in compliance Section 3 of the Drug Free Workplace Act, 30 ILCS 580/3.

§ 13.1.4 At least once per month, the Contractor and each Subcontractor shall submit to the Owner certified payrolls in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5.

§ 13.1.4.1 Upon the Owner's request, any employee of the Contractor or any employee of any Subcontractor or vendor shall submit state-issued identification documents (e.g. driver's license, state identification card, etc.) or other documents to the Owner so that the Owner may obtain a criminal background check of the employee. No person who fails or refuses to produce such documents may work on the Project at the Project site. Alternatively, the Owner reserves the right to direct the Contractor, at any time during the Project, to immediately obtain criminal background checks of Contractor's or Subcontractor's employees to ascertain whether such employees have been convicted of any offenses. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to Owner. If in the Owner's sole discretion objectionable information regarding any employee is discovered in the background check, whether performed by Owner or Contractor, such person shall not be allowed to work on the Project at the Project site. The Owner may request new background checks of any employee at any time.

§ 13.1.5 This contract is subject to and shall be construed in accordance with all provisions of law applicable to the Work and the Project. All applicable rules of law shall prevail over any conflicting provision contained in any of the Contract Documents.

§ 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. Contractor shall not assign the Contract in whole or in part without written consent of the Owner.

(Paragraph deleted)

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear, without markup, costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

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

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

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest only in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

(Paragraphs deleted)

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in conformance with the Contract Documents as of the date of termination.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written 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

(Paragraphs deleted)

§ 14.2.1 The Owner may upon notice to the Contractor terminate its contract with the Contractor or cause the Contractor to terminate any Subcontract with any Subcontractor if:

- .1 the Contractor or that Subcontractor fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work;
- .2 the Contractor or that Subcontractor institutes proceedings or consents to proceedings requesting relief under the Federal Bankruptcy Act or any similar federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor or that Subcontractor and such petition is not dismissed within sixty (60) days from the date of filing, or if the Contractor or that Subcontractor admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of such bankruptcy or insolvency;
- .3 the Contractor or that Subcontractor abandons the Work;
- .4 the Contractor or that Subcontractor submits an Application for Payment, sworn statement, waiver of lien, certified payroll, affidavit or other document of any nature whatsoever which is intentionally falsified or which the Contractor or that Subcontractor knows to contain a false statement;
- .5 a mechanic's or materialman's lien or notice of lien or claim of lien is filed against any part of the Work, the public funds allocated for the Work, or on the site of the Project, if after written demand by the Owner such lien is not promptly released or satisfied; or
- .6 the Contractor or that Subcontractor disregards any laws, statutes, ordinances, rules, regulations or orders of a governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project.

The termination rights under this Subparagraph 14.2.1 shall be in addition to and not in limitation of any rights or remedies, contractual, statutory or otherwise.

§ 14.2.4 In the event of termination pursuant to Section 14.2, the Contract Sum shall be reduced by Change Order to reflect any increased costs to the Owner of completing the Work, and if the unpaid balance of the Contract Sum exceeds all costs to the Owner of completing the Work, the Contractor shall pay the difference to the Owner upon written demand by the Owner. Such costs shall include but not be limited to the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another Contractor or other Subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completing of the Work, reasonable attorneys' fees and expenses, and any other damages, costs and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause and in its sole discretion, 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 To the extent not due to the fault of Contractor, the Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work properly executed in conformance with the Contract Documents.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The responsibility to substantiate Claims shall rest with the Contractor.

§ 15.1.2 NOTICE OF CLAIMS

Claims by the Contractor must be initiated by written notice to the Owner and to the Initial Decision Maker, if any, with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. For Claims for Additional Time, to the extent that an equitable extension of Time is warranted, such extension shall be the Contractor's sole and exclusive remedy.

§ 15.1.5.2 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.

§ 15.1.5.3 For all Claims for Additional Time, the Contractor shall support such Claims in the same manner as supporting additional time for Change Orders.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential delay damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims by the Contractor ("Claims"), excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arbitration or litigation, as the case may be, of any Claim initiated by Contractor and arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such 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 not be binding.

(Paragraphs 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.

(Paragraphs deleted)

§ 15.4 ARBITRATION

§ 15.4.1 In the sole and exclusive discretion of the Owner, all claims, disputes and other matters in question between any of the Architect, Owner, Contractor, Surety, Subcontractor or any material supplier arising out of, or relating to, agreements to which two or more of said parties are bound, or the Contract Documents or the breach thereof, shall, in the case of such election by the Owner, be decided by arbitration. If the Owner elects such arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect at the time that the demand is made, as modified herein. In any such arbitration, the arbitrator shall make separate findings as to liability and the amount of damages with respect to each party to the arbitration to the extent any liability or responsibility for damages exists. The Architect, surety, subcontractors and material suppliers who have an interest in the dispute shall be joined as parties to the arbitration. The arbitrator shall have authority to decide all issues between the parties. The foregoing option of the Owner to arbitrate shall be specifically enforceable by the Owner under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.1.1 If the Owner elects arbitration, in its sole discretion, notice of the demand for arbitration shall be filed in writing with the other part(ies) to the arbitration and with the American Arbitration Association. Such demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would otherwise be barred by an applicable statute of limitations or repose. Whether such limitations have been met shall be decided by the arbitrator if contested by a party.

§ 15.4.1.2 All parties shall carry on the Work and perform their duties during any arbitration proceedings, and the Owner shall continue to make payments to the extent required by the Contract Documents. However, at the request of any party, contested payments may be placed in an escrow account pending resolution of the dispute.

§ 15.4.1.3 If the Owner elects arbitration, in its sole discretion, in addition to the other rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:

.1 Promptly after the empaneling of the arbitrator, the arbitrator shall establish a procedure for each party to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law, along with appropriate responses thereto;

.2 All parties to the arbitration shall be entitled to reasonable discovery procedures as provided by the Illinois Code of Civil Procedure and Illinois Supreme Court Rules, as supplemented by rules to be established by the arbitrator;

.3 The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein. Similarly, the scope of discovery, and the extent of proceedings hereunder relating to discovery, shall be consistent with the parties' intent that the arbitration be conducted as expeditiously as possible.

§ 15.4.2 In the event of any litigation or arbitration between the parties hereunder, the Contractor shall pay the Owner's reasonable attorneys' fees and court costs to the extent the court or tribunal determines the Owner is the prevailing party.

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(Paragraphs deleted)

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PAGE 1

Greenhouse Project

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The Board of Trustees of McHenry County College
8900 US Highway 14
Crystal Lake, Illinois 60012

...

Demonica Kemper Architects
125 N. Halsted Street, Suite 301
Chicago, IL 60661

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents included in the Project Manual, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, ~~(2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.~~ Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements ~~or (2) a Change Order.~~

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The term "Work" means all of the Contractor's duties under the Contract Documents, including 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.

...

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision ~~Maker~~ Maker, if any, is the person identified in the Agreement to render initial decisions on Claims in accordance with Section ~~15.2 and certify termination of the Agreement under Section 14.2.2.~~ 15.2.

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§1.2.4 If any two or more provisions of the Contract Documents conflict, and such conflict relates to the quantity or quality of the Work, the Contractor agrees to provide the greater quantity and/or better quality of such Work.

...

§ 1.5

OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. Owner.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

...

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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. The Contractor shall provide information or other assistance as the Architect or Owner may request in connection with these obligations.

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

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or approved construction schedules, and fails within a ~~ten-day~~ five-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and reasonable attorneys' fees, and compensation for the Architect's additional services made necessary by such default, neglect or failure. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect.~~ If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within thirty (30) days after a request by the Owner.

§2.5 OWNER'S RIGHT TO AUDIT. The Contractor shall keep full and accurate records of all labor and material costs incurred and items billed in connection with the performance of the Work, which records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until three years after Final Payment. In addition, the Contractor shall make it a condition of all Subcontracts relating to the Work that all Subcontractors will keep accurate records of costs incurred and items billed in connection with their work and that such records shall be open to audit by the Owner or its authorized representatives during performance of the Work and until three years after Subcontractor's final completion.

...

§ 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. The Contractor is an independent contractor, and shall not be deemed an agent of the Owner for any reason.

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

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in strict 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.

...

§ 3.2.1 ~~Execution of the Contract by the Contractor is a representation that the Contractor has visited the~~ The Contractor represents that it has visited the Project site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of performed, correlated personal observations with requirements of the Contract Documents, and has satisfied itself as to the nature and location of the Work, the general and local conditions, including those bearing upon access (including partial or total restrictions on access), transportation, delivery, disposal, staging, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of existing conditions to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Work and all other matters which can in any way effect the Work or

the cost thereof under this Agreement. Any failure by the Contractor to acquaint itself with all the available information concerning these conditions will not relieve the Contractor from any obligation under the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering latent errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any apparent errors, inconsistencies or omissions ~~discovered by or made known to the Contractor~~ as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.2.5 In all cases where Work interconnects with existing facilities, Contractor shall field measure and verify at the site all dimensions relating to such existing facilities. Any conflicts in the Work and the existing facilities which could have been mitigated by the Contractor's obligation to verify the dimensions of the existing facilities shall be promptly rectified by the Contractor at its own expense.

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. ~~If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner required means, methods, techniques, sequences or procedures.~~

...

§ 3.3.4 The Contractor shall coordinate inspections by governmental authorities having jurisdiction over the Work.

§ 3.3.5 No inspection performed or failed to be performed by the Owner or Architect shall be a waiver of any of the Contractor's obligations hereunder.

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§ 3.4.4 The Contractor shall not at any time permit on the Project site any alcohol or controlled substances whether inside or outside of buildings or structures. Possession or use of any of the foregoing at or adjacent to the site shall obligate the Contractor to remove such offending personnel from the site and replace them at no additional cost to the Owner.

§3.4.5 The Contractor and any Subcontractors shall conform to labor laws of the State and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable thereto. Contractor shall enforce among all personnel directly or indirectly employed by it, and among all Subcontractors and their employees, all rules which the Owner may establish for conduct of such personnel on the site.

§3.4.6 The Contractor shall pay prevailing wages in accordance with and shall fully comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

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

...

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

§ 3.7

PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

...

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

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§ 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 immediately 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.

...

- .1 ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

...

- .3 ~~Whenever~~ 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.

...

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the ~~Work~~ Work on site. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be subject to approval by the Owner and shall not be replaced without the prior written consent of the Owner. The Owner shall have the right to require that the Contractor replace the superintendent, at no additional cost to the Owner, at any time during the duration of the Work if his/her performance is not satisfactory to the Owner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect-Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect-Owner requires additional time to review. Failure of the Architect-Owner to reply within the 14 day period shall constitute notice of no reasonable objection that Owner has no initial objection to the proposed superintendent, but shall not affect Owner's right to make a subsequent rejection.

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

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§ 3.10.1.1 The Contractor's construction schedules shall be in a bar chart format, and shall depict, at a minimum, activity identification and durations, critical path, float, early start, early finish, late start, and late finish.

§ 3.10.1.1.1 The float in the construction schedules will not be deemed exclusively available to the Contractor or Owner, but rather shall be available to either party as needed.

§ 3.10.1.2 No less than once per month, the Contractor shall submit an updated construction schedule. The updated construction schedule shall depict actual start and completion dates for Work commenced and, if appropriate, Work completed. Additionally, the updated construction schedules shall depict updated estimates of anticipated commencement and completion dates for all upcoming Work.

§ 3.10.1.3 Submission of the initial construction schedule and monthly schedule updates shall be absolute prerequisites of certification of the Contractor's application for payment.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. If the Contractor fails to adhere to the approved construction schedule(s), Contractor shall immediately, at its own expense, take necessary measures to remedy such failure, including addition of personnel and/or equipment, overtime, and/or additional shifts. The Owner shall be entitled to rely on Contractor's schedules for coordination of its own activities, as well as the activities of other contractors working at the Project site or on the Project.

...

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals-submittals (collectively the "Record Documents"). These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 The Contractor shall make the Record Documents available for inspection by the Architect upon reasonable notice. Adequate maintenance of the Record Documents shall be a prerequisite to certification of the Contractor's applications for payment.

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§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which 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. The Contractor shall submit Product Data for all equipment and materials incorporated into the finished Work. 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.

...

§ 3.12.10 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the ~~Owner and Architect have~~ Architect has specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

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

...

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. Throughout the progress of the Work the Contractor shall continually remove from the Project Site and from any adjacent property, all waste, scraps, tools, equipment, storage facilities, machinery, trailers, and vehicles no longer required for prosecution of the Work, such that the Project site remains clean, orderly, and safe.

...

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, ~~provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the Contractor's or any Subcontractor's breach of the Contract Documents, or by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.~~ Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that which~~ would otherwise exist as to a party or person described in this Section 3.18.

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~~§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.~~

~~§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~

§ 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.

...

§ 4.2.6 The Architect ~~has and the Owner each have~~ 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 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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~~§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

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

...

§ 4.2.14 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. All requests for information shall be submitted to the Architect in a format acceptable to the Architect.

...

§ 5.1.1 ~~A-If this Project is utilizing a construction manager at-risk, the construction manager at-risk shall be the "Contractor" referenced in these general conditions, and when the lowest, responsive and responsible multiple prime trade contractor(s) are identified and awarded contracts by the Owner, each such award shall constitute the automatic assignment of that trade contract by the Owner to the Contractor, and each such successful bidder shall then be known as a "Subcontractor."~~ If this Project is utilizing a single general contractor or multiple prime trade contractors, and the Project is not utilizing a construction manager-at risk, then there shall be no such assignment. In any case, a Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

...

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

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.~~

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

~~§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

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

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect.

Each Subcontractor acknowledges: (1) that the Owner is a direct intended third party beneficiary of each Subcontract between the Contractor and Subcontractor; (2) that notwithstanding any contract provision to the contrary, Subcontractor shall be bound to perform the Work in accordance with these AIA A201 general conditions, as amended; and (3) that the Subcontractor is not a third party beneficiary of the construction management contract between Contractor and Owner.

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- .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

...

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

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

...

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site ~~under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.~~ site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

...

~~§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations~~

and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

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§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner-separate contractors shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction. For the purposes of facilitating this section only, the Contractor and separate contractors shall be deemed intended third party beneficiaries to each other's respective contracts with the Owner.

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

...

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and ~~the Architect will~~ allocate the cost among those responsible.

...

§ 7.1.1 The Owner may, without invalidating the Contract and without notice to the surety, direct changes in the Work. 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.

...

§ 7.1.4 No Change Order shall be approved or paid unless preceded by written direction for Change is provided by the Owner. This requirement cannot be waived. There shall be no implicit or constructive change orders.

...

§ 7.2.2 No payment for changes in the Work shall be made until such change has been memorialized in an executed Change Order and the Change has been executed.

§ 7.2.3 The Contractor shall be permitted the following markups for additive changes orders, and shall be required to take the following mark-downs for deductive change orders. Additional markup for insurance or bonds will not be allowed. All change order requests must be submitted with the following backup information or they will not be reviewed by the Architect or Owner: material and labor quantities, material unit costs, labor rates, and any other substantiating data to explain the change order amount.

Markups and Markdowns for Change Orders:

_____ Additive Change Order: 10%

_____ Deductive Change Order: 10%

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. Order for the purposes of defining the change and/or how payment shall be calculated, but not for the purpose of approving payment.

...

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated ~~are materially changed~~ change by more than 25% in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, Directive, the applicable unit prices shall be equitably adjusted.

...

§ 7.3.6 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 Upon execution by the Owner, such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In (as provided in §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 7.3.7 shall be limited to the following:

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~~§ 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.~~

...

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. Unless provided elsewhere in the Contract Documents, the Contractor shall achieve Final Completion within thirty (30) days following Substantial Completion.

...

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

...

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~ Extension of Contract Time pursuant to this Article 8 shall be the Contractor's sole and exclusive remedy for delay.

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

Change Orders shall be deemed to include adjustments in the Contract Time, if any, resulting from the underlying Change in the Work.

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

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

...

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the~~ The Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared Subcontracts in such form and supported by such data to substantiate its accuracy as the Architect may require. Each section of the schedule organized by Subcontract shall further allocate each Subcontractor's Work into discrete tasks with values corresponding to each task. The total of all values for all tasks for all Subcontractors shall equal the Contract Sum. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Approval by the Owner of the schedule of values (and revisions thereto) shall be a condition precedent to certification of Contractor's applications for payment.

...

~~§ 9.3.1 At least ten days before the date established for each progress payment, the~~ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The Contractor's inclusion in an Application for Payment of an amount owed to a Subcontractor shall constitute the Contractor's certification to the Owner that such Subcontractor is entitled to payment in that amount, and that there are no backcharges, Claims or other disputes then pending or anticipated which may impact that Subcontractor's right to such payment. Contractor shall submit all Applications for Payment in a consistent format.

~~§ 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 approve payment to a Subcontractor or material supplier, unless such Work has been performed by others for whom the Contractor intends to pay approve payment.~~

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§ 9.3.4 All Applications for Payment shall be accompanied by lien waivers from the Contractor and applicable Subcontractors. The lien waivers, when taken together, shall equal the sum due and paid under the immediately preceding Application for Payment, and shall be effective through the submittal date of the immediately preceding Application.

§ 9.3.5 All Applications for Payment shall be accompanied by the Contractor's and Subcontractors' certified payrolls as required by the Illinois Prevailing Wage Act, 820 ILCS 130/5.

§ 9.3.6 Submission of properly executed lien waivers and the certified payrolls shall be conditions precedent to certification of the respective Application for Payment.

...

§ 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~~, or if any other condition precedent to payment has not occurred. 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

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§9.5.4 If at any time there is evidence of any liens or claims for which, if established, the Owner may become liable for and which would be chargeable to the Contractor or any Subcontractor, the Owner shall have the right to retain, out of any payment due or thereafter to become due to Contractor or a Subcontractor, an amount sufficient to completely indemnify the Owner against such lien or claim, including any reasonable attorneys fees that have been or may be incurred by the Owner. Should any such evidence be established after all payments are made, the Contractor or Subcontractor shall repay the Owner all sums which the Owner may be compelled to pay in discharging such lien or claim, including all reasonably attorneys fees and other costs resulting from such lien or claim.

...

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall 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 The Owner shall withhold ten percent (10%) from the periodic Progress Payments to the Contractor as retention. Payment of retention shall be requested with the Contractor's application for Final Payment. No interest shall accrue on monies held in retention. Contractor shall ensure that each contract between Contractor and each Subcontractor contains this same provision for the withholding and release of retention.

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' 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 Subcontractor's~~ reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

...

§ 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. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of the Owner's personnel in the operation of systems has been completed and documented, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner can occupy the Project on that date and the completion of the Work by the Contractor will not materially interfere or hamper the Owner's normal business operations and/or use and enjoyment of the Project. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty calendar days following the Date of

Substantial Completion. The Contractor shall secure and deliver to the Owner written warranties and guarantees from all Subcontractors, Sub-Subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Owner and stating the period of warranty as required by the Contract Documents. The Contractor is responsible for the warranty of all Work performed by Subcontractors at any tier. If in the event Contractor does not complete remaining work within forty five (45) days of Substantial completion, Owner shall give the Contractor written notice of the remaining Work to be completed. If the Contractor fails to complete the remaining work to be completed within seven (7) days of receipt of the written notice, the Owner reserves the right to complete the remaining Work in accordance with § 2.4 without further notice to the Contractor. All costs incurred by Owner therein shall be offset against Contractor's final payment.

§ 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~~-payment (the "Punch List"). Failure to include an item on ~~such list~~ 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 ~~list~~-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 ~~list~~-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.

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§ 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion ~~thereof~~-thereof, as provided in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.8.6 Upon Substantial Completion, the Contractor and Subcontractors hereby assign all vendor and manufacturers' warranties to the Owner. All such warranties shall be submitted to the Architect prior to submission of the final Application for Payment.

§ 9.8.7 The Contractor's submittal of the following documents shall be a condition precedent to a determination of Substantial Completion:

- a. All Record Documents
- b. All Operations and Maintenance Manuals (3 copies in 3-ring binders)
- c. All Manufacturers' warranties

§ 9.8.8 **LIQUIDATED DAMAGES.** The parties agree that time is of the essence of this Agreement. If the Contractor fails to achieve Substantial Completion of the Work by the Substantial Completion date(s) established in the Contract Documents and/or as established in the approved construction schedules, as may be adjusted by extensions of time contained in fully-executed Change Orders, if any (the "Scheduled Date(s) of Substantial Completion"), the Contractor shall be liable to and shall pay the Owner an amount of liquidated delay damages per calendar day for each and every such day between the Scheduled Date(s) of Substantial Completion and the actual date(s) of Substantial Completion, and the Owner may set off and deduct such amounts from payments due, or which may later become due, to the Contractor. At the Owner's option, the amount of liquidated delay damages applicable to this Section may be established elsewhere in the Contract Documents.

The parties stipulate and agree that this provision is fair and reasonable, and the per day rate established in the Contract Documents is fair and reasonable, considering the nature of the harm that may be incurred by the Owner as a result of such delay, and the difficulty or impossibility of ascertaining, calculating, and/or proving the actual damages resulting from such delay. The parties stipulate and agree that this Section 9.8.8 is a valid and enforceable liquidated delay

damages clause, and is not a penalty. The liquidated damages clause contained in the Contract Documents shall be Owner's sole and exclusive remedy against Contractor for delay.

If the Contract Documents do not establish liquidated delay damages, or if the liquidated delay damages clause contained in this Section 9.8.8 is determined to be unenforceable in whole or in part, by any court or tribunal of competent jurisdiction, the parties agree that the mutual waiver of consequential damages in Section 15.1.6 shall be null and void.

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§ 9.10.1 All Work depicted on the Contractor's Punch List and thereafter identified in the Architect's inspection shall be completed by Contractor within thirty days of issuance of the Certificate of Substantial Completion. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in 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 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
1—liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2—failure of the Work to comply with the requirements of the Contract Documents; or
3—terms of special warranties required by the Contract Documents.

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

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The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Neither the Owner nor the Architect shall be responsible for any safety precautions or programs in connection with the Work.

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

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 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.~~ site.

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

...

- .8 Claims involving contractual liability insurance applicable to the Contractor's or Subcontractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until three (3) years after the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract ~~Documents.~~ Documents, whichever is greatest.

§ 11.1.3 Certificates of insurance ~~acceptable to the Owner and~~ policy endorsements as required below shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision

that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor or applicable Subcontractor with reasonable promptness.

§ 11.1.4 The Contractor and each Subcontractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the ~~Owner~~, "The Board of Trustees of McHenry County College," the Architect and the Architect's ~~consultants~~ Consultants as additional insureds for claims caused in whole or in part by the Contractor's or Subcontractor's negligent acts or omissions during the Contractor's operations; and (2) the ~~Owner or Subcontractor's~~ operations; and (2) the "The Board of Trustees of McHenry County College" as an additional insured for claims caused in whole or in part by the Contractor's or Subcontractor's negligent acts or omissions during the Contractor's completed operations or Subcontractor's completed operations. The applicable policies shall be endorsed to indicate that they are primary as respects the additional insureds, and not contributory with any other insurance available to the additional insureds.

§ 11.1.5 Unless modified in writing by the Owner, Contractor and each Subcontractor shall maintain, at its own expense, the following insurance coverages on an occurrence basis insuring the Contractor or Subcontractor as applicable, its employees and agents, and the Indemnitees as required in Section 3.18, which insurance shall be provided by insurance companies rated at least A / XIV by Best's Key Rating Guide and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any such policies.

§ 11.1.6.1 Contractor and the Subcontractors shall not commence Work under this Contract until all insurance required below is obtained and approved by the Owner:

§ 11.1.6.2 Commercial General Liability Insurance (including limited form contractual liability and completed operations, explosion, collapse and underground hazards), covering personal injury, bodily injury and property damage in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

§ 11.1.6.3 Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000) covering personal injury, bodily injury and property damage.

§ 11.1.6.4 Workmen's Compensation Insurance in the amount of the statutory minimum with an Employer's Liability coverage of at least Five Hundred Thousand Dollars (\$500,000).

§ 11.1.6.5 Umbrella / excess insurance coverage with a limit of at least Two Million Dollars (\$2,000,000).

§ 11.1.6.6 Failure of either the Architect or Owner to demand certificates of insurance and/or policies and/or endorsements shall not constitute a waiver of the Contractor's and Subcontractor's responsibilities under this Article 11. Nor shall review and/or approval by either the Owner or Architect in any way relieve Contractor or any Subcontractor of its responsibility for furnishing sufficient insurance. The endorsements or amendatory riders shall indicate that as respects said additional insureds, there shall be severability of interests under the policies.

§ 11.1.6.7 Under no circumstance shall Contractor be relieved of providing insurance as required by this Article 11. If inspection of certificates, endorsements, or policies by Owner would reasonably reveal any deficiencies in coverage as required, Contractor shall not be relieved of its obligation to provide insurance coverages as required herein and may not assert any defense of waiver, acquiescence, estoppel, or otherwise by the failure of Owner or its agents to object to the form of the certificate, endorsements, or policies, or other documents provided by the Contractor.

§ 11.1.7 Contractor shall also protect the Owner by specifically incorporating this Article 11 into every Subcontract entered into and also requiring that every Subcontractor incorporate this Article and its coverage requirements into every sub-subcontract it enters into. Notwithstanding this requirement, this Article 11 is deemed incorporated into every Subcontract and sub-subcontract via such document's flow-through provisions.

§ 11.1.8 Liability of Contractor or Subcontractor is not limited by these insurance requirements or by actual insurance coverage. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or the liability of the Architect, or any of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Owner, Contractor, Architect, or any Subcontractor's interest or liabilities, but are merely minimums. The obligation of the Contractor and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the Architect's, Contractor's or any Subcontractor's insurance.

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§ 11.3.1 Unless otherwise provided, the ~~Owner-Contractor~~ shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

~~§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance 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.~~

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

...

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

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

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

...

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Owner and Contractor each reserve their respective rights of subrogation.

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

...

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish Contractor as principal shall furnish to the Owner as obligee bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, et seq., and with all provisions of this Article 11.

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§ 11.4.2.1 Prior to commencing Work, Contractor shall furnish a performance bond and a payment bond to the Owner as obligee with a penal sum equal to the Contract Sum including accepted alternates, and if the Contractor is a Construction Manager at-risk who took assignment of trade contracts pursuant to Section 5.1.1, the penal sum of such bonds shall equal the sum of all Subcontractors' bids, including accepted alternates. The surety for the performance and payment bonds shall be rated not less than A / VI by Best's Insurance Guide Key.

§ 11.4.3 If at any time the Owner shall become reasonably dissatisfied with any surety, or for any other reason such bonds shall cease to be adequate security for the Owner, Contractor shall, within five (5) days after notice to do so, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be reasonably satisfactory to the Owner. No further payment shall be deemed due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

§ 11.4.4 All performance and payment bonds required by this Article 11 shall be executed in conformity with American Institute of Architects Document A311, or such other form as is acceptable to the Owner. Said bond forms shall be deemed modified to the extent to be consistent with this Article 11. A certified copy of the power of attorney from the surety company stating that the person executing the bond is duly authorized by the surety to execute the bond shall be attached to the bond.

§ 11.4.5 Whenever the Contractor shall be and is declared by the Owner to be in default under the Construction Contract, the surety shall be responsible to compensate the Owner for the following costs incurred by the Owner as they result of the default: 1) any and all extra work and/or corrective work, 2) additional Architect costs, 3) accounting costs, 4) legal costs and reasonable attorneys' fees, 5) testing, consulting, and other engineering costs, 6) any other costs necessarily incurred and resulting from the default. Notwithstanding, the surety's obligations shall not exceed the penal sum of the bond.

§ 11.4.6 All terms and conditions of all Contract Documents, including these A201 general conditions, as amended, shall be deemed incorporated by reference into each bond furnished in connection with this Article 11. In case of any conflict between any provision of any performance or payment bond and the Contract Documents, the provisions of the Contract Documents shall prevail to the extent of such conflict.

§ 11.4.7 Any provision of any bond purporting to create a condition precedent for Owner not otherwise contained in the Contract Documents, or which otherwise purports to abrogate or nullify the Owner's rights or remedies otherwise available in contract, law, or equity, is void. If any provision of any bond purports to shorten the period of limitations and/or the period of repose as provided in Section 13-214 of the Code of Civil Procedure, 735 ILCS 5/13-214, or if any provision of any bond purports to shorten any other applicable statute of limitation or repose, such provision of such bond shall be stricken from such bond prior to execution, and if not stricken shall be deemed null and void, but all other provisions of such bond shall remain enforceable.

§ 11.4.8 In the event any surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or is declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Owner be insolvent, the Contractor shall immediately upon request by the Owner furnish and maintain other bonds satisfactory to the Owner.

§ 11.4.9 No surety shall assert solvency of its principal or its principal's denial of default as a defense to any claim under any bond furnished in accordance with this Article 11.

...

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for the Owner's or 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 Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement

shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor ~~a written acceptance of such specific condition~~. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

...

§ 12.2.2.3 The one-year period for correction of Work shall ~~not be extended by corrective Work performed by~~ extended on specific items of Work identified as defective, and such extension shall commence upon the performance of corrective Work by the Contractor pursuant to this Section 12.2. Such extension shall expire one year from the date of completion of such corrective Work.

...

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

§ 12.2.6 All other warranties and guarantees required by the Contract Documents shall be provided to the Architect prior to Substantial Completion, and are separate obligations from the obligations contained in this Section 12.2.

...

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so by express written notice to the Contractor 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.

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The Contract shall be governed by the law of the ~~place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 15.4, State of Illinois without regard for conflict of law principles.

§ 13.1.1 Contractor and each Subcontractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/2-101 et seq., and Contractor and each Subcontractor hereby certifies that he / she / it has and will maintain at all times during the term of this agreement a written sexual harassment policy in accordance with 775 ILCS 5/2-105(A)(4).

§ 13.1.2 Contractor and each Subcontractor hereby certifies pursuant to Section 33E-11 of the Illinois Criminal Code that he / she / it is not barred from bidding on, or contracting in connection with, the Project as

a result of a conviction for either bid-rigging or bid rotating under Section 33E-3 or 33E-4 of the Criminal Code.

§ 13.1.3 The Contractor and each Subcontractor hereby certifies that he / she / it will provide a drug free workplace in compliance Section 3 of the Drug Free Workplace Act, 30 ILCS 580/3.

§ 13.1.4 At least once per month, the Contractor and each Subcontractor shall submit to the Owner certified payrolls in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5.

§ 13.1.4.1 Upon the Owner's request, any employee of the Contractor or any employee of any Subcontractor or vendor shall submit state-issued identification documents (e.g. driver's license, state identification card, etc.) or other documents to the Owner so that the Owner may obtain a criminal background check of the employee. No person who fails or refuses to produce such documents may work on the Project at the Project site. Alternatively, the Owner reserves the right to direct the Contractor, at any time during the Project, to immediately obtain criminal background checks of Contractor's or Subcontractor's employees to ascertain whether such employees have been convicted of any offenses. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to Owner. If in the Owner's sole discretion objectionable information regarding any employee is discovered in the background check, whether performed by Owner or Contractor, such person shall not be allowed to work on the Project at the Project site. The Owner may request new background checks of any employee at any time.

§ 13.1.5 This contract is subject to and shall be construed in accordance with all provisions of law applicable to the Work and the Project. All applicable rules of law shall prevail over any conflicting provision contained in any of the Contract Documents.

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. Contractor shall not assign the Contract in whole or in part without written consent of the Owner.

§ 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 such assignment.

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§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear, without markup, costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

...

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located only in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

...

- ~~4—The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~

~~§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or 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 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~

~~§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages properly executed in conformance with the Contract Documents as of the date of termination.~~

~~§ 14.1.4 If the Work is stopped for a period of 60-90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~

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~~§ 14.2.1 The Owner may terminate the Contract if the Contractor~~

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

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

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

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

§ 14.2.1 The Owner may upon notice to the Contractor terminate its contract with the Contractor or cause the Contractor to terminate any Subcontract with any Subcontractor if:

- .1 the Contractor or that Subcontractor fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work;
- .2 the Contractor or that Subcontractor institutes proceedings or consents to proceedings requesting relief under the Federal Bankruptcy Act or any similar federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor or that Subcontractor and such petition is not dismissed within sixty (60) days from the date of filing, or if the Contractor or that Subcontractor admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of such bankruptcy or insolvency;
- .3 the Contractor or that Subcontractor abandons the Work;
- .4 the Contractor or that Subcontractor submits an Application for Payment, sworn statement, waiver of lien, certified payroll, affidavit or other document of any nature whatsoever which is intentionally falsified or which the Contractor or that Subcontractor knows to contain a false statement;
- .5 a mechanic's or materialman's lien or notice of lien or claim of lien is filed against any part of the Work, the public funds allocated for the Work, or on the site of the Project, if after written demand by the Owner such lien is not promptly released or satisfied; or
- .6 the Contractor or that Subcontractor disregards any laws, statutes, ordinances, rules, regulations or orders of a governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project.

The termination rights under this Subparagraph 14.2.1 shall be in addition to and not in limitation of any rights or remedies, contractual, statutory or otherwise.

§ 14.2.4 IfIn the event of termination pursuant to Section 14.2, the Contract Sum shall be reduced by Change Order to reflect any increased costs to the Owner of completing the Work, and 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 all costs to the Owner of completing the Work, the Contractor shall pay the difference to the Owner upon written demand by the Owner. Such costs shall include but not be limited to the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another Contractor or other Subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completing of the Work, reasonable attorneys' fees and expenses, and any other damages, costs and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

...

§ 14.3.1 The Owner may, without cause, cause and in its sole discretion, 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 TheTo the extent not due to the fault of Contractor, the Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed properly executed in conformance with the Contract Documents.

...

A Claim is a demand or assertion by one of the parties the Contractor seeking, as a matter of right, payment of money, 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. Contractor.

...

Claims by either the Owner or Contractor must be initiated by written notice to the other party Owner and to the Initial Decision Maker Maker, if any, with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant Contractor first recognizes the condition giving rise to the Claim, whichever is later.

...

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. For Claims for Additional Time, to the extent that an equitable extension of Time is warranted, such extension shall be the Contractor's sole and exclusive remedy.

...

§ 15.1.5.3 For all Claims for Additional Time, the Contractor shall support such Claims in the same manner as supporting additional time for Change Orders.

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

This mutual waiver is applicable, without limitation, to all consequential delay damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

...

§ 15.2.1 ~~Claims~~ Claims by the Contractor ("Claims"), excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arbitration or litigation, as the case may be, of any Claim initiated by Contractor and arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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.

...

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

...

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. In the sole and exclusive discretion of the Owner, all claims, disputes and other matters in question between any of the Architect, Owner, Contractor, Surety, Subcontractor or any material supplier arising out of, or relating to, agreements to which two or more of said parties are bound, or the Contract Documents or the breach thereof, shall, in the case of such election by the Owner, be decided by arbitration. If the Owner elects such arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect at the time that the demand is made, as modified herein. In any such arbitration, the arbitrator shall make separate findings as to liability and the amount of damages with respect to each party to the arbitration to the extent any liability or responsibility for damages exists. The Architect, surety, subcontractors and material suppliers who have an interest in the dispute shall be joined as parties to the arbitration. The arbitrator shall have authority to decide all issues between the parties. The foregoing option of the Owner to arbitrate shall be specifically enforceable by the Owner under the prevailing arbitration law. The award rendered by the arbitrator shall

be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but if the Owner elects arbitration, in its sole discretion, notice of the demand for arbitration shall be filed in writing with the other part(ies) to the arbitration and with the American Arbitration Association. Such demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. Such claim, dispute or other matter in question would otherwise be barred by an applicable statute of limitations or repose. Whether such limitations have been met shall be decided by the arbitrator if contested by a party.

§ 15.4.1.2 All parties shall carry on the Work and perform their duties during any arbitration proceedings, and the Owner shall continue to make payments to the extent required by the Contract Documents. However, at the request of any party, contested payments may be placed in an escrow account pending resolution of the dispute.

§ 15.4.1.3 If the Owner elects arbitration, in its sole discretion, in addition to the other rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:

.1 Promptly after the empaneling of the arbitrator, the arbitrator shall establish a procedure for each party to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law, along with appropriate responses thereto;

.2 All parties to the arbitration shall be entitled to reasonable discovery procedures as provided by the Illinois Code of Civil Procedure and Illinois Supreme Court Rules, as supplemented by rules to be established by the arbitrator;

.3 The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein. Similarly, the scope of discovery, and the extent of proceedings hereunder relating to discovery, shall be consistent with the parties' intent that the arbitration be conducted as expeditiously as possible.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event of any litigation or arbitration between the parties hereunder, the Contractor shall pay the Owner's reasonable attorneys' fees and court costs to the extent the court or tribunal determines the Owner is the prevailing party.

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§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one of file prints.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and set(s) of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report monthly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 ELECTRONIC CLOSEOUT DOCUMENTATION

- A. General: Provide a complete project closeout documentation package in electronic format. This package shall include:
 1. Issued for Construction Plans, Specs
 2. Project Record Documents.
 3. Approved Submittals.
 4. Operation and Maintenance Manuals.
 5. Warranties.
 6. Owner training Videos (.WMV or .MP4 Format)
 7. Project Contact Directory.
- B. The Electronic Closeout Documentation shall be prepared by BHFX Imaging. GCs / CMs are responsible for the Closeout Fee. Please contact Sarah Jacobs at 847-593-3161 x. 206 or sarah.jacobs@bhfx.net for Pricing and Closeout Organization Information.
- C. In order to facilitate the Electronic Closeout Documentation process, comply with the following procedures:
 1. Contact BHFX Imaging for a Project Order Form a minimum of three months prior to the date of Substantial Completion to schedule a pre-closeout meeting. Review the following:
 - a. Format of documents: PDF electronic format for all documents.
 - b. Folder structure for storage and transfer of files.
 - c. Schedule for collection and turn-over of closeout documentation.
 - d. Record Document format procedures: Provide clean and accurate paper copies of the marked-up Record Documents (Drawings and Specifications) for scanning.
 - e. Provide contact information for the individual responsible for the collection and transfer of the Electronic Closeout Documentation Package contents.
 - f. Review a complete listing of Electronic Closeout Documentation Package contents.
 2. Provide all documentation to BHFX Imaging for processing no later than 30 days after the date of Substantial Completion.
 3. Schedule a training conference with the Owner's Representative, Architect, Construction Manager and BHFX Imaging to present the completed Electronic Closeout Documentation Package.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.

4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 01 33 00 "Submittal Procedures" for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
- D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Format: Annotated PDF electronic file with comment function enabled.
 2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.
1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

GENERAL DEMOLITION NOTE:

CAREFULLY DISCONNECT, REMOVE AND TURN OVER
REMOVED LOW VOLTAGE DEVICE/EQUIPMENT
INCLUDING, BUT NOT LIMITED TO, WIRELESS ACCE
POINTS, SECURITY CAMERAS, SPECIALTY LIGHTING,
AUDIO/VIDEO EQUIPMENT, AUDIO/VIDEO RACK, CARD
READERS, ETC. TO OWNER'S REPRESENTATIVE.

DRAWING NOTES

1 CAREFULLY DISCONNECT, REMOVE AND TURN OVER REMOVED DEVICE/EQUIPMENT TO
OWNER'S REPRESENTATIVE.



ARCHITECT OF RECORD
DEMONICA KEMPER ARCHITECTS
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2010 ENGINEERING GROUP, LLC
1216 TOWER ROAD
SCHAUMBURG, IL 60173
P: 847.882.2010 F: 847.882.2201

**McHenry County College
2024 RENOVATIONS - BID PACKAGE 1**

8900 NORTHWEST HWY #14
CRYSTAL LAKE, IL 60012
DKA PROJECT NO: 24-031

KEY PLAN:

SHEET STATUS: 7/24/2024
**ISSUED FOR BID - NOT
FOR CONSTRUCTION**

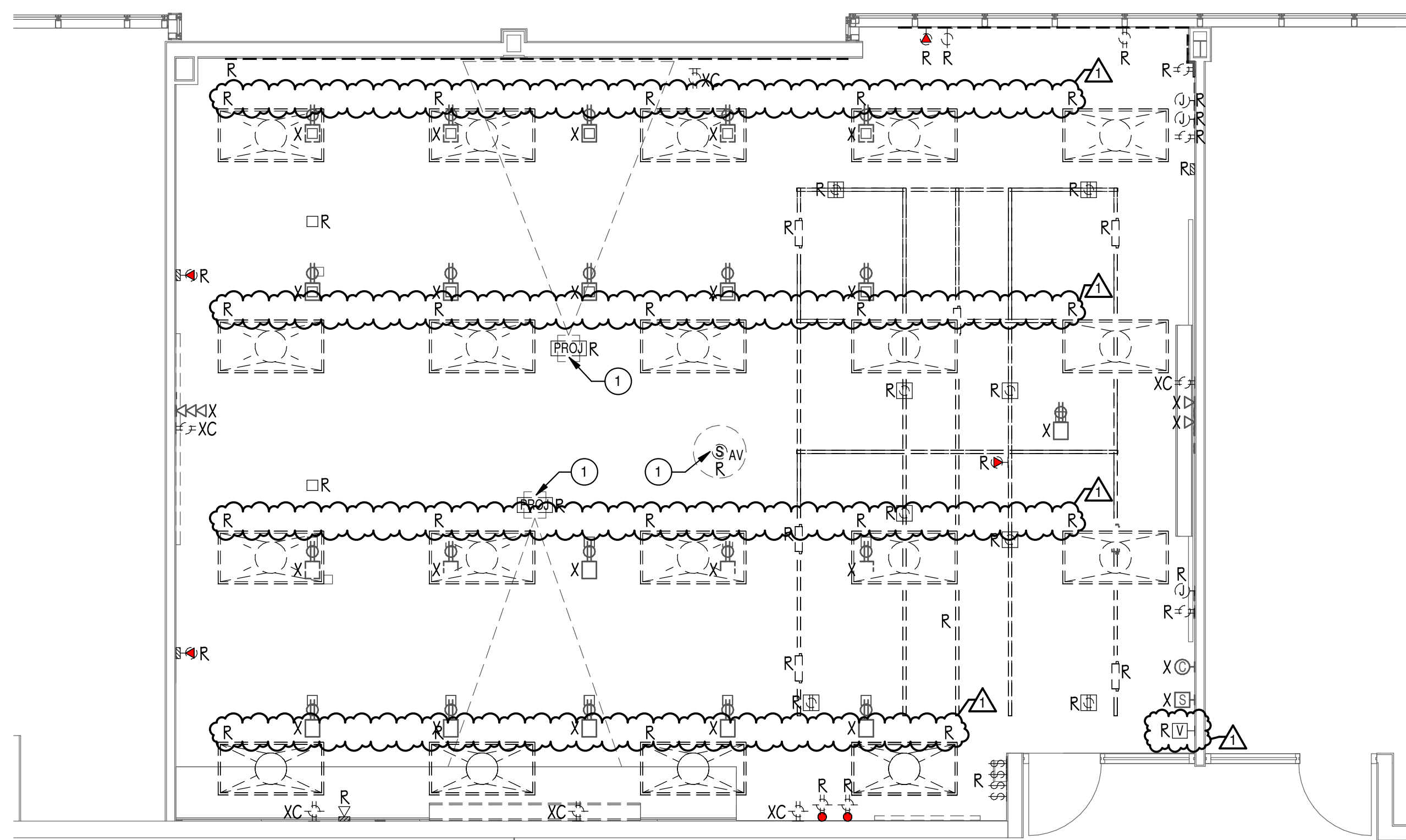
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1	Addendum #1	8/6/24

SHEET TITLE:
**ELECTRICAL
DEMOLITION PLANS -
BP1**

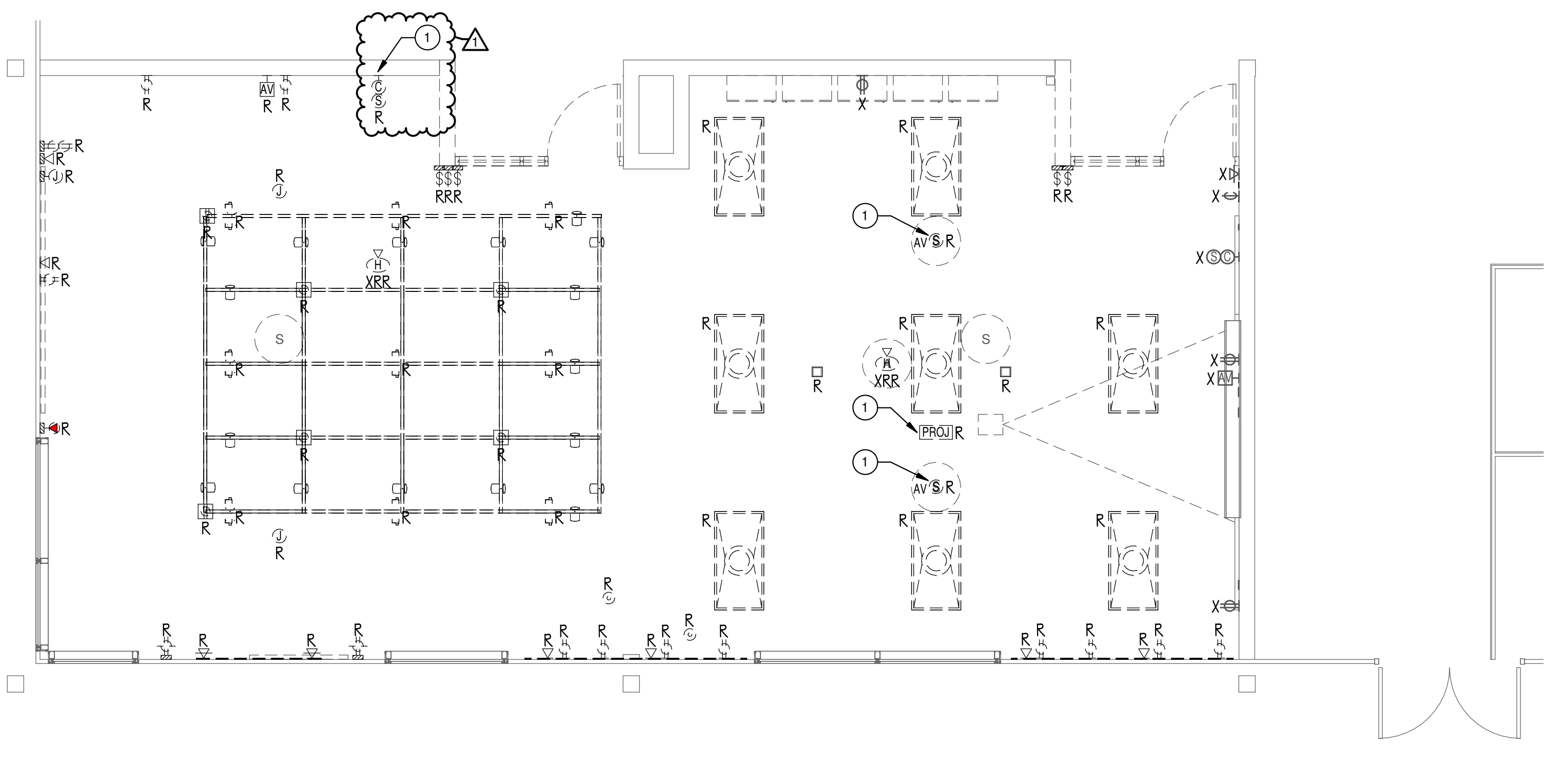
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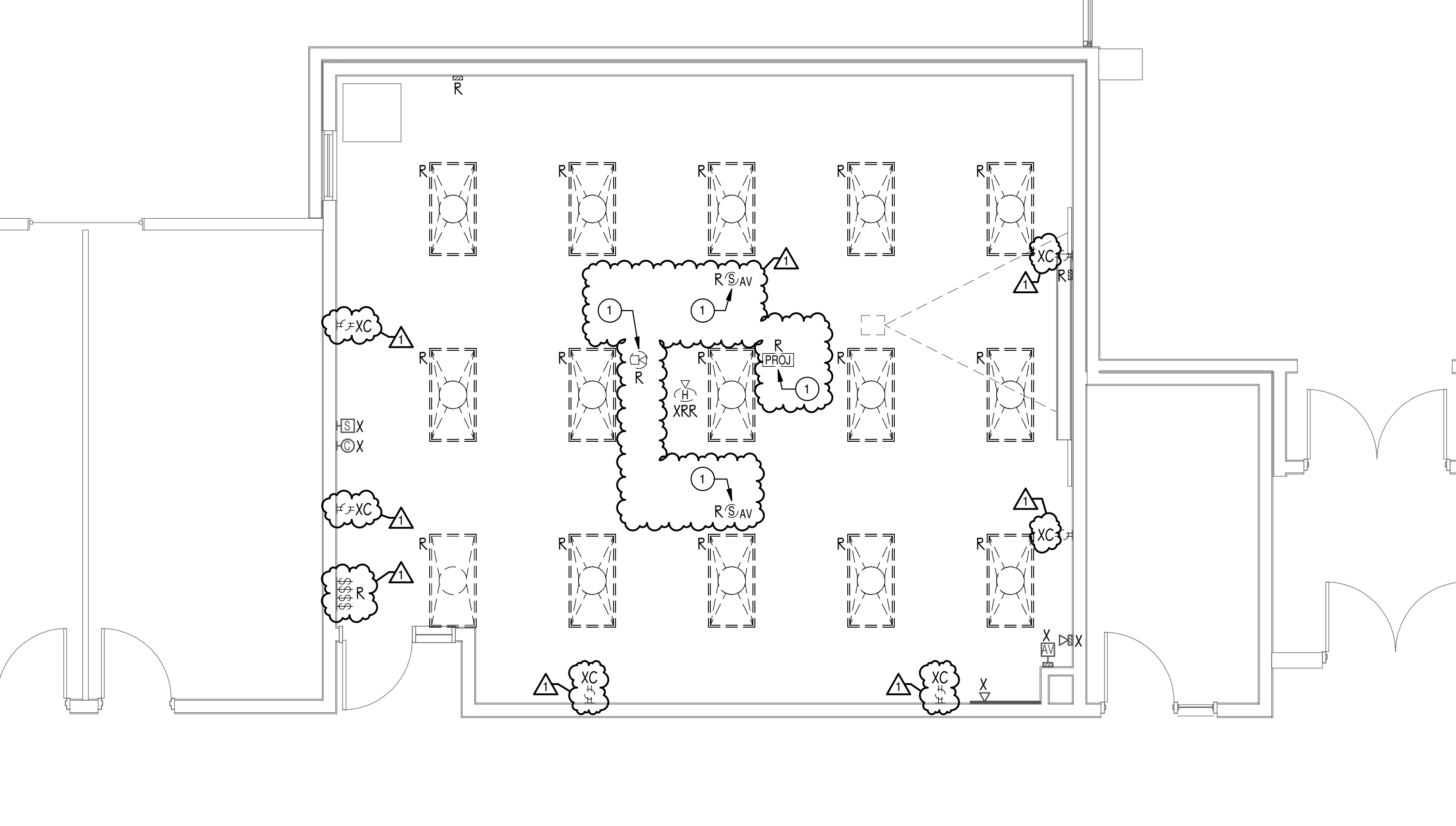
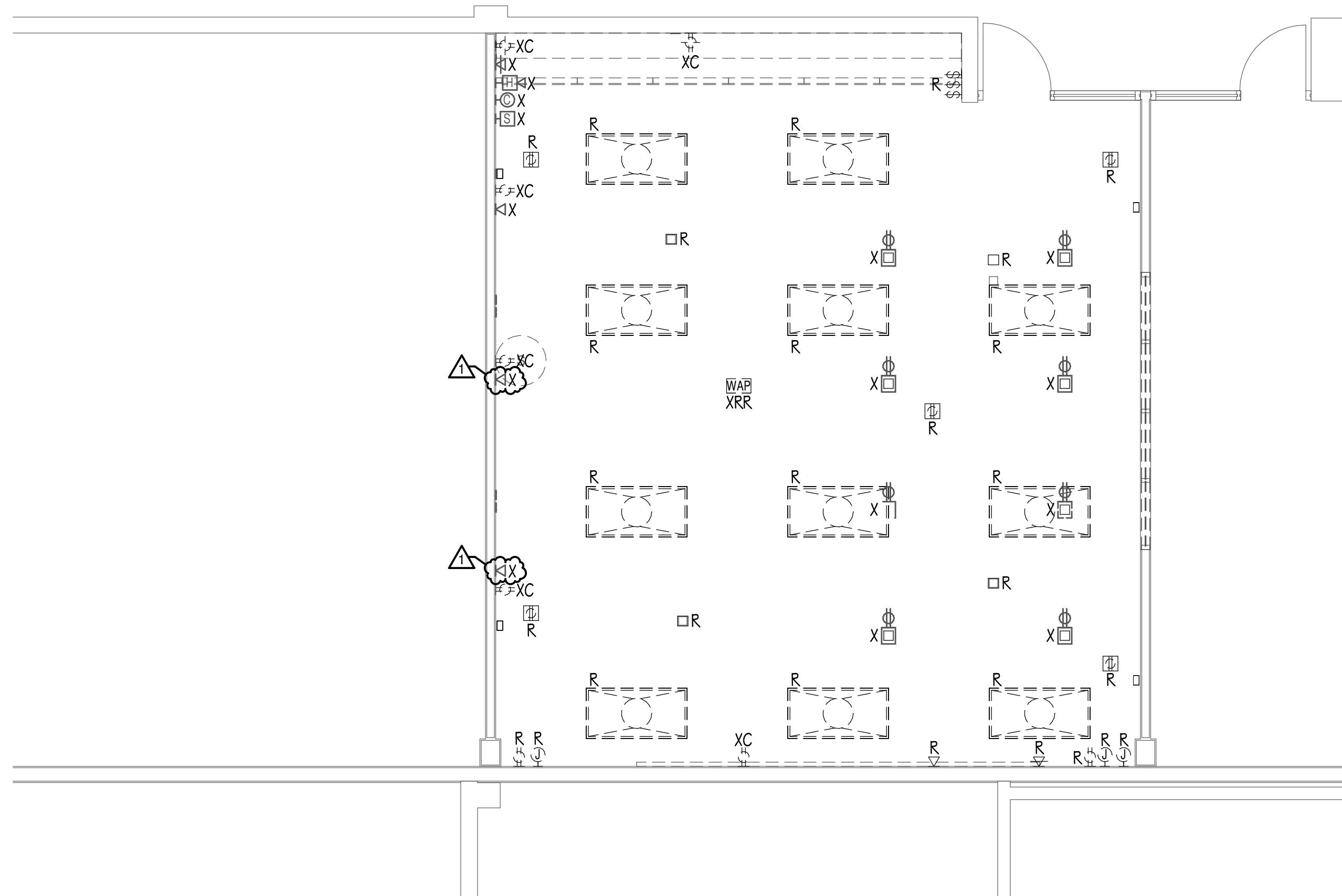
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1 ELECTRICAL DEMOLITION PLAN - FIRE SCIENCE
1/4" = 1'-0"



2 ELECTRICAL DEMOLITION PLAN - CAL CLASSROOM
1/4" = 1'-0"



3 ELECTRICAL DEMOLITION PLAN - EMS CLASSROOM
1/4" = 1'-0"

GENERAL DEMOLITION NOTE:

CAREFULLY DISCONNECT, REMOVE AND TURN OVER
REMOVED LOW VOLTAGE DEVICE/EQUIPMENT
INCLUDING, BUT NOT LIMITED TO, WIRELESS ACCE
POINTS, SECURITY CAMERAS, SPECIALTY LIGHTING,
AUDIO/VIDEO EQUIPMENT, AUDIO/VIDEO RACK, CARD
READERS, ETC. TO OWNER'S REPRESENTATIVE.



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DKA PROJECT NO: 24-031

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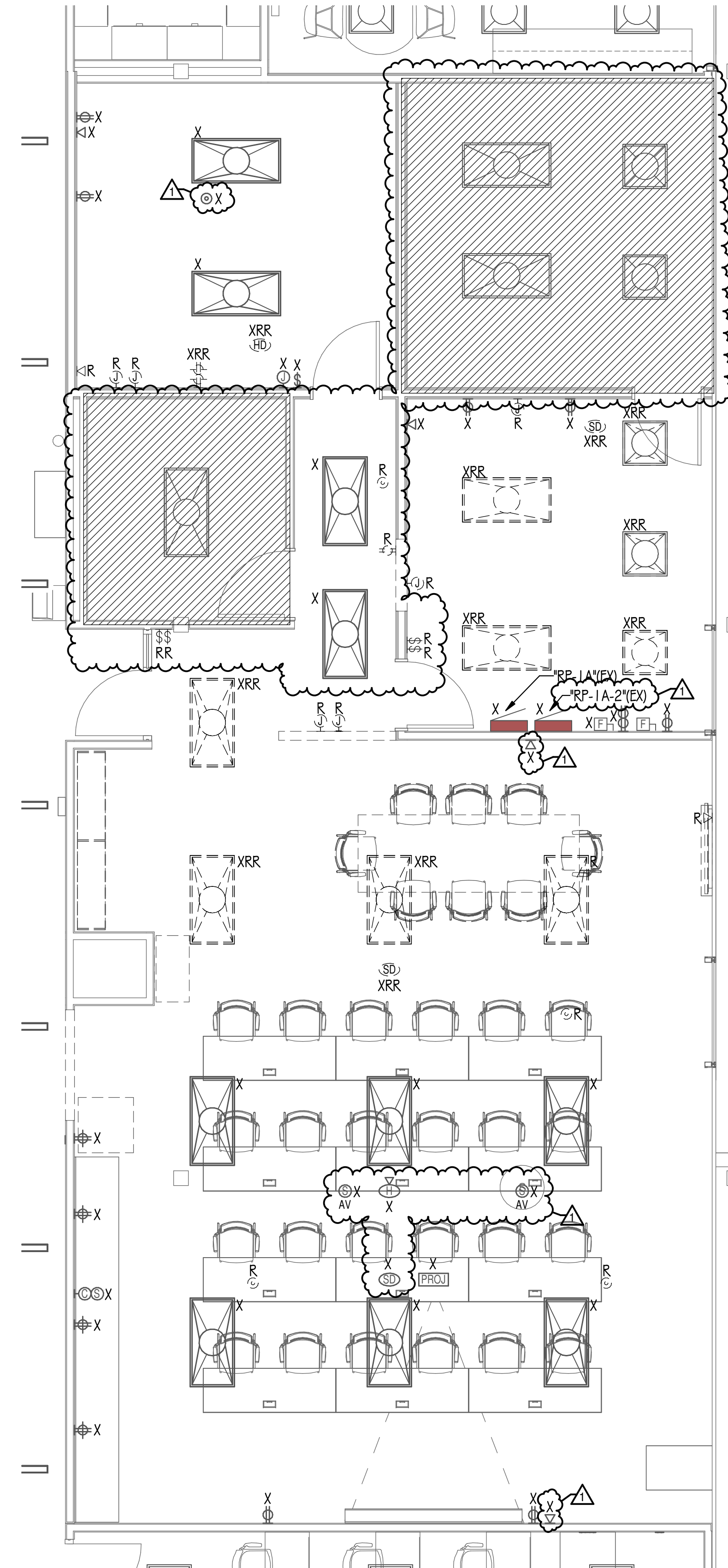
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SHEET TITLE:
**ELECTRICAL
DEMOLITION PLANS -
BP1**

SHEET NUMBER:

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1 ELECTRICAL DEMOLITION PLAN - A229
1/4" = 1'-0"



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CRYSTAL LAKE, IL 60012
DKA PROJECT NO: 24-031

KEY PLAN:

SHEET STATUS: 7/24/2024
**ISSUED FOR BID - NOT
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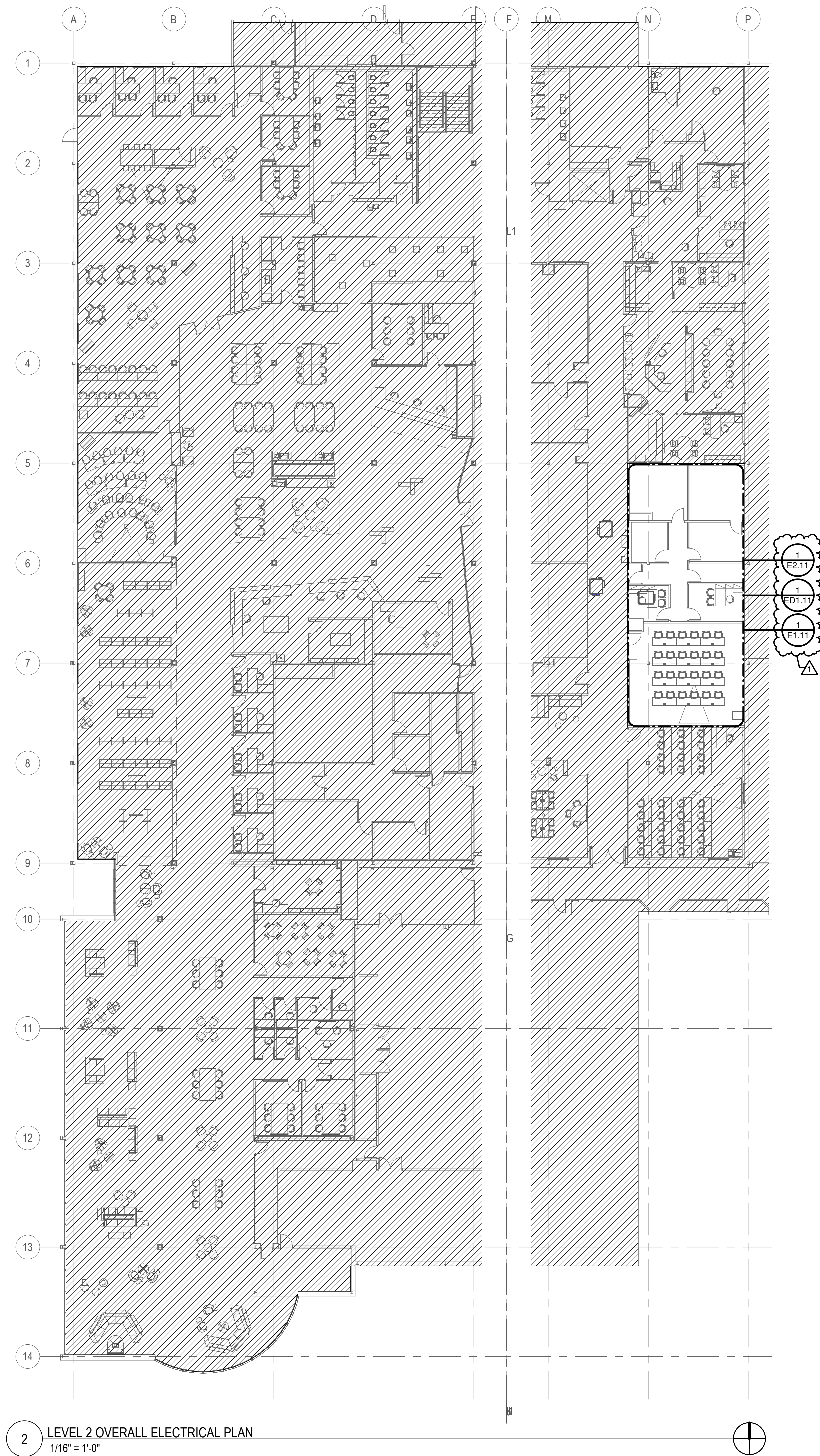
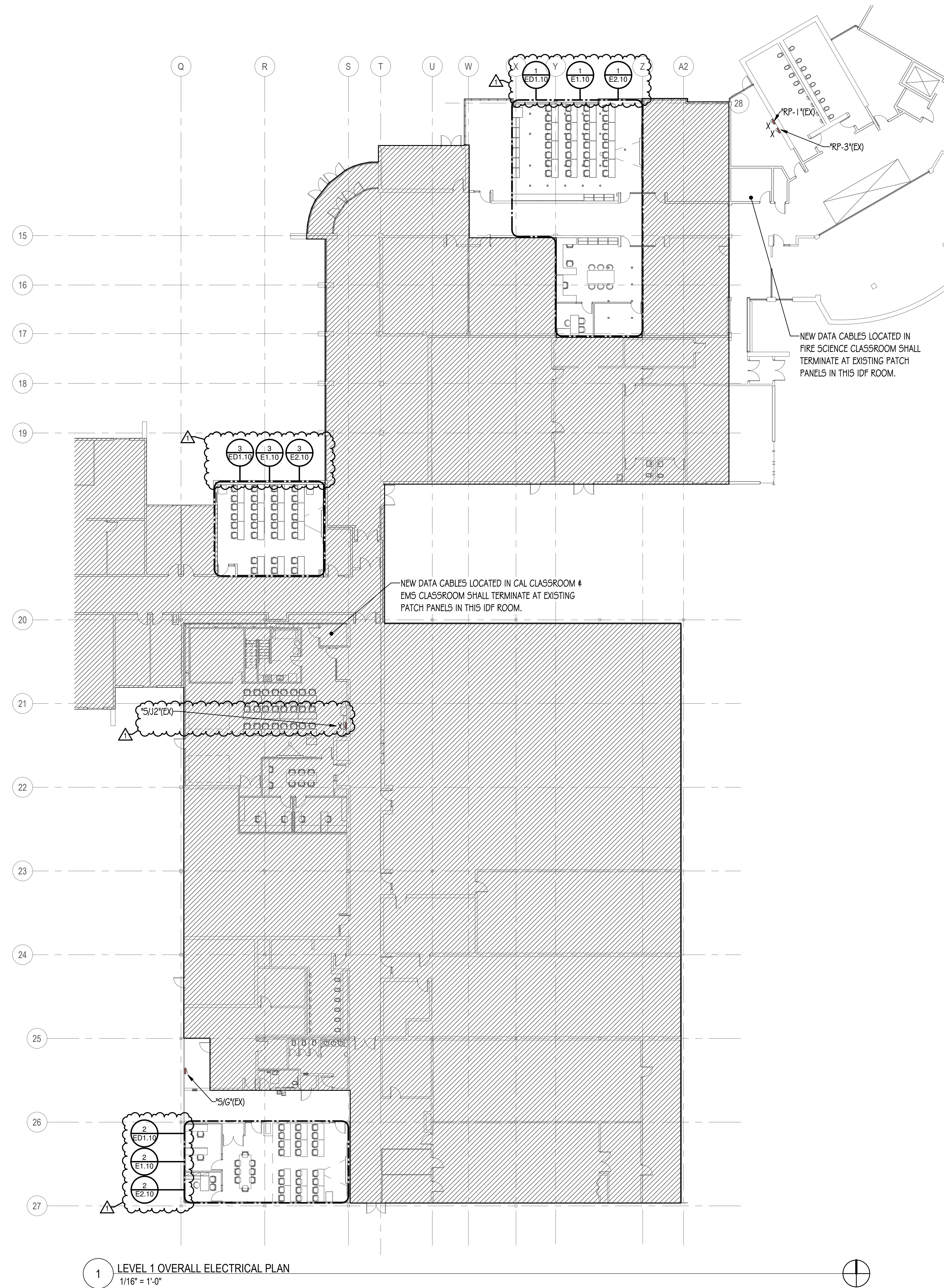
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SHEET TITLE:
**OVERALL
ELECTRICAL PLANS -
BP1**

SHEET NUMBER:

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THERMOSTAT NOTE:

REFER TO MECHANICAL PLANS FOR EXACT LOCATIONS OF THERMOSTAT/CARBON DIOXIDE DETECTORS. PROVIDE SINGLE GANG BACKBOX AND EMPTY 3/4" CONDUIT WITH PULL STRING STUBBED INTO AN ACCESSIBLE CEILING SPACE FOR INSTALLATION OF THERMOSTAT/CARBON DIOXIDE DETECTORS.

DRAWING NOTES

1. DEVICES SHALL BE LOCATED INSIDE CEILING MOUNTED ENCLOSURE / PROJECTOR MOUNT. REFER TO ELECTRICAL DETAILS SHEET FOR ADDITIONAL INFORMATION.
2. NEW DEVICES MOUNTED ON EXISTING WALL. CONTRACTOR SHALL CHASE OPEN WALL TO RECESS RACEWAYS AND BACKBOXES. PATCH WALL TO LIKE NEW CONDITION TO MATCH EXISTING SURROUNDINGS.
3. VERIFY AVAILABILITY OF CIRCUIT SERVING NEW RECEPTACLES PRIOR TO INSTALLATION. NOTIFY ENGINEER IF CIRCUIT IS ALREADY IN USE.
4. PROVIDE TWO-PIECE, METALLIC, SINGLE CHANNEL SURFACE RACEWAY AS MANUFACTURED BY WIREMOLD 700 SERIES OR APPROVED EQUAL. INCLUDE #5785 CONNECTOR FOR TRANSITION TO CONDUIT AT THE CEILING AND ALL FITTINGS, ELBOWS, COVERS, STRAPS, HARDWARE, ETC., FOR A COMPLETE RACEWAY SYSTEM. SEE ARCHITECTURAL ELEVATION DETAILS FOR ADDITIONAL INFORMATION.



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McHenry County College
2024 RENOVATIONS - BID PACKAGE 1
8900 NORTHWEST HWY #14
CRYSTAL LAKE, IL 60012
DKA PROJECT NO: 24-031

KEY PLAN:

SHEET STATUS: 7/24/2024
ISSUED FOR BID - NOT FOR CONSTRUCTION

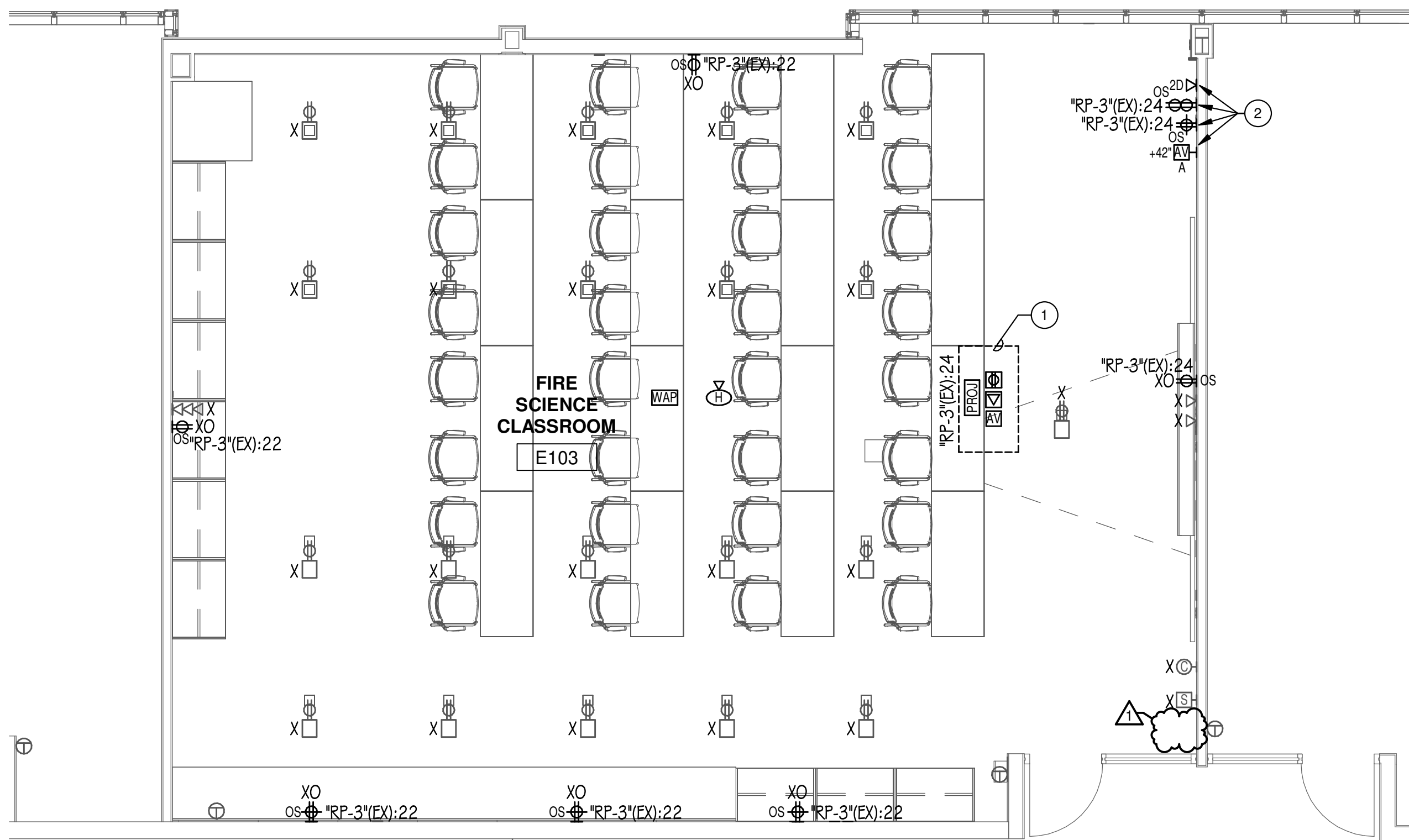
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SHEET TITLE:
ELECTRICAL PLANS - BP1

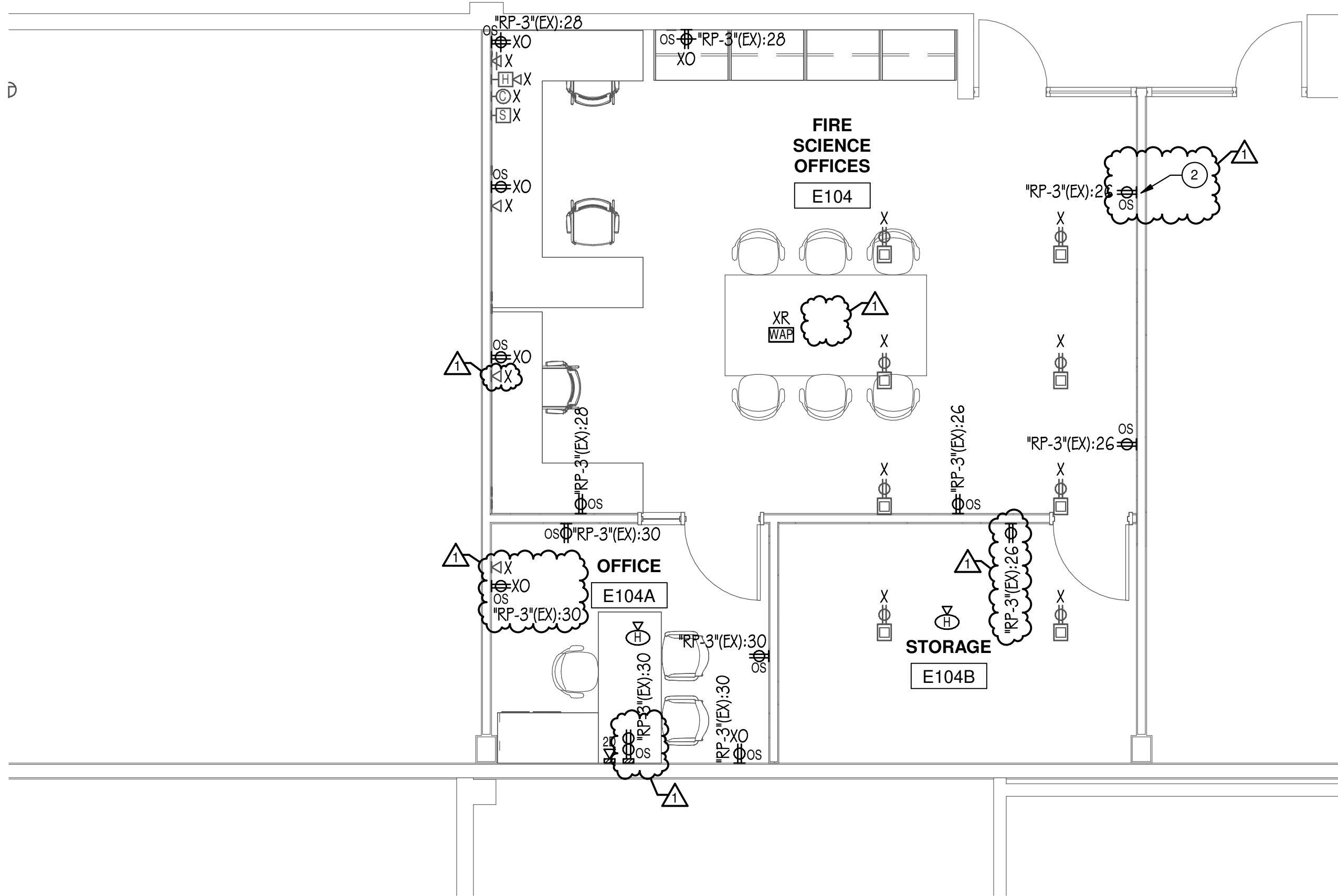
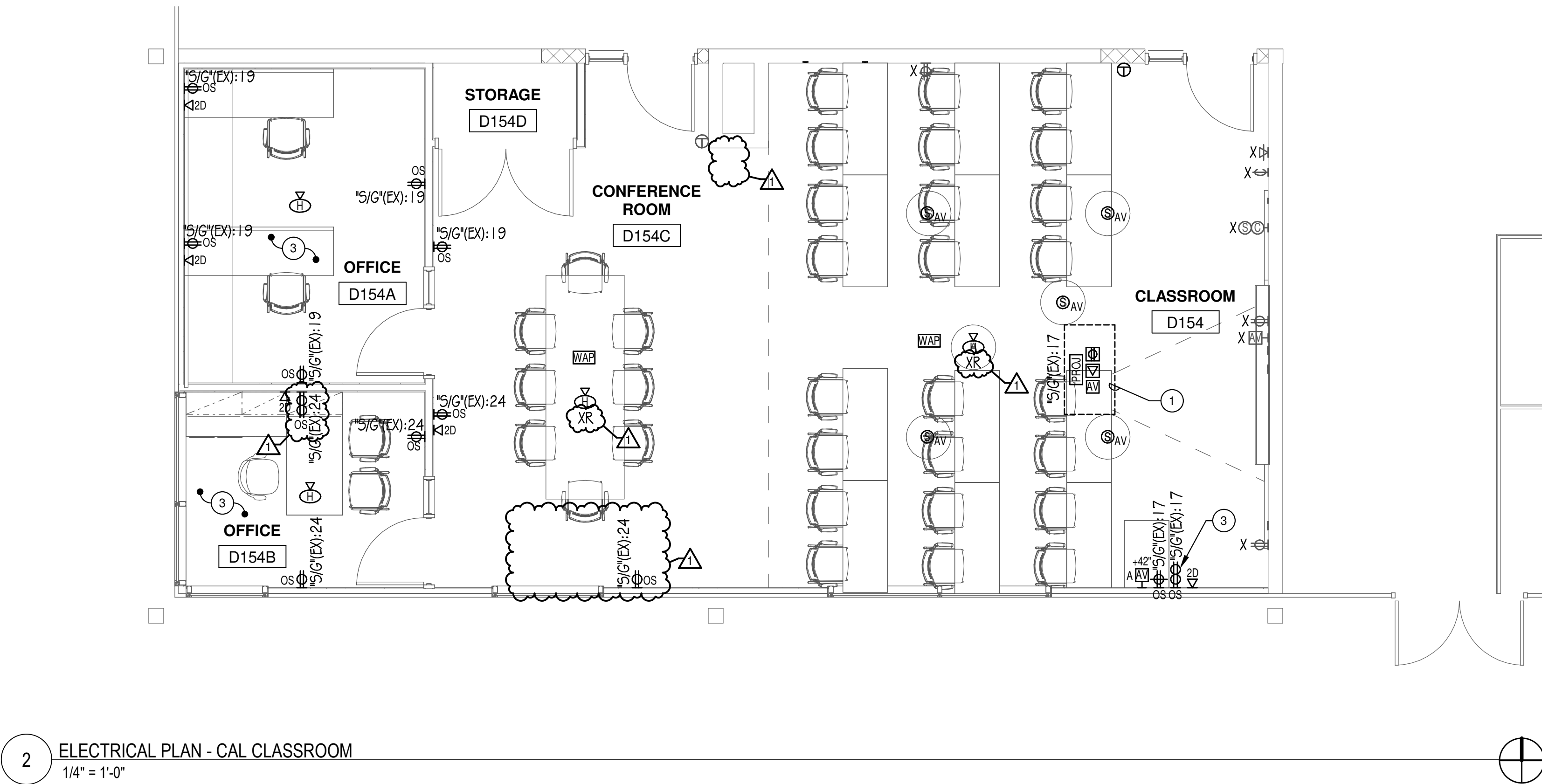
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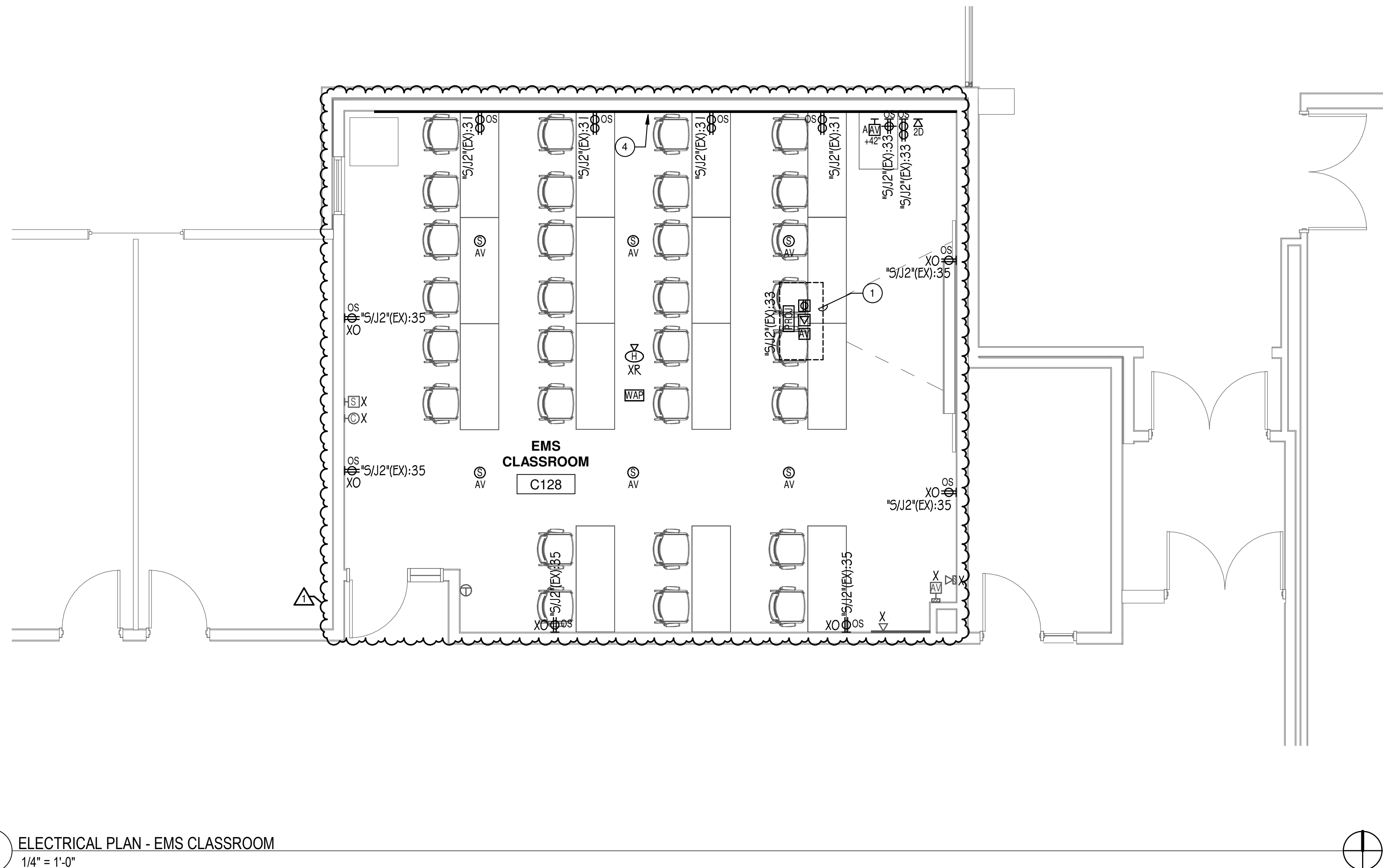


2 ELECTRICAL PLAN - CAL CLASSROOM
1/4" = 1'-0"



1 ELECTRICAL PLAN - FIRE SCIENCE
1/4" = 1'-0"

3 ELECTRICAL PLAN - EMS CLASSROOM
1/4" = 1'-0"



THERMOSTAT NOTE:

REFER TO MECHANICAL PLANS FOR EXACT LOCATIONS OF THERMOSTAT/CARBON DIOXIDE DETECTORS. PROVIDE SINGLE GANG BACKBOX AND EMPTY 3/4" CONDUIT WITH PULL STRING STUBBED INTO AN ACCESSIBLE CEILING SPACE FOR INSTALLATION OF THERMOSTAT/CARBON DIOXIDE DETECTORS.

DRAWING NOTES

1. VERIFY AVAILABILITY OF CIRCUIT SERVING NEW RECEPTACLES PRIOR TO INSTALLATION. NOTIFY ENGINEER IF CIRCUIT IS ALREADY IN USE.



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McHenry County College
2024 RENOVATIONS - BID PACKAGE 1
8900 NORTHWEST HWY #14
CRYSTAL LAKE, IL 60012
DKA PROJECT NO: 24-031

KEY PLAN:

SHEET STATUS: 7/24/2024
ISSUED FOR BID - NOT FOR CONSTRUCTION

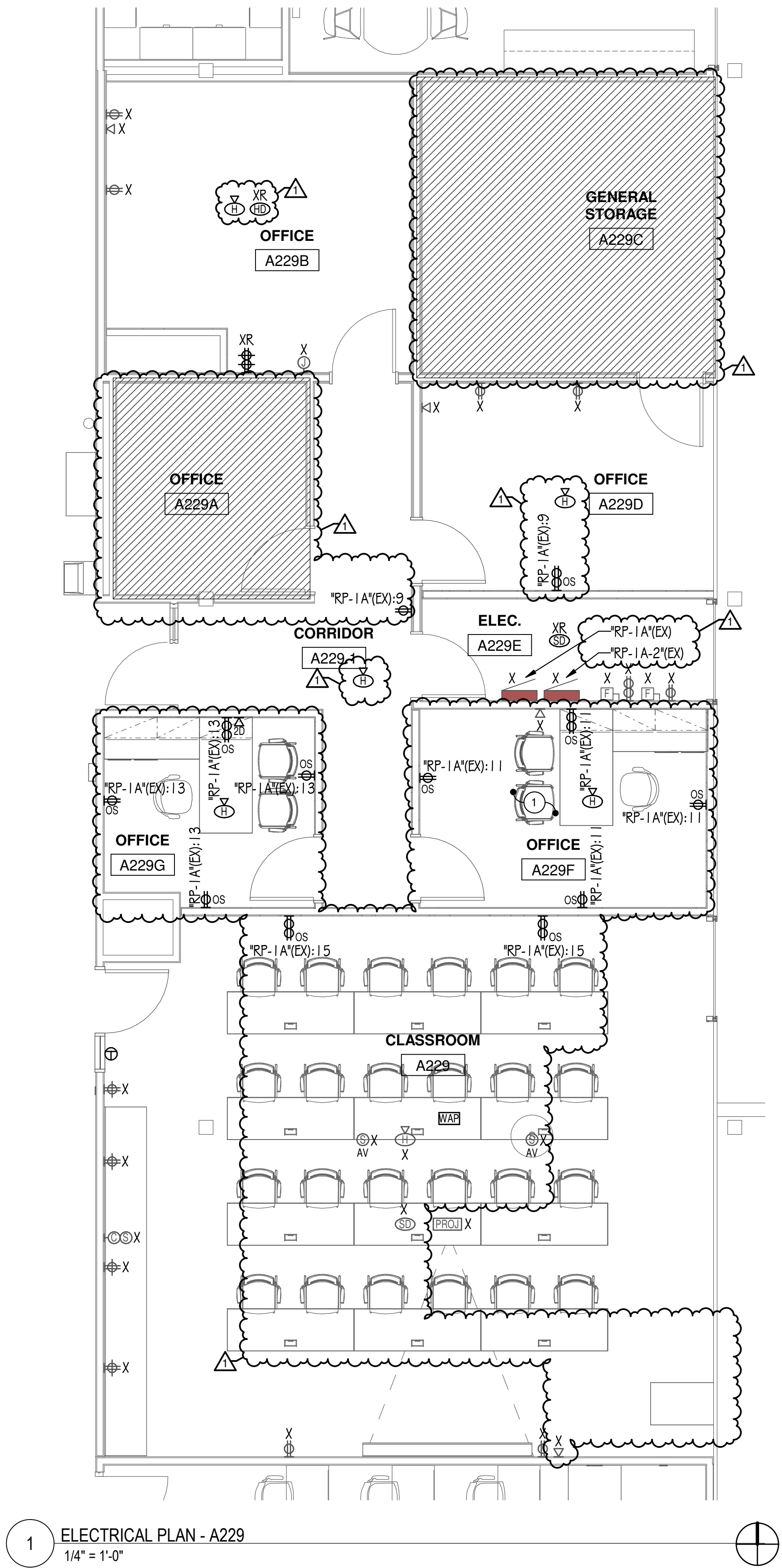
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1	Addendum #1	8/8/24

SHEET TITLE:
ELECTRICAL PLANS - BP1

SHEET NUMBER:

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1 ELECTRICAL PLAN - A229
1/4" = 1'-0"

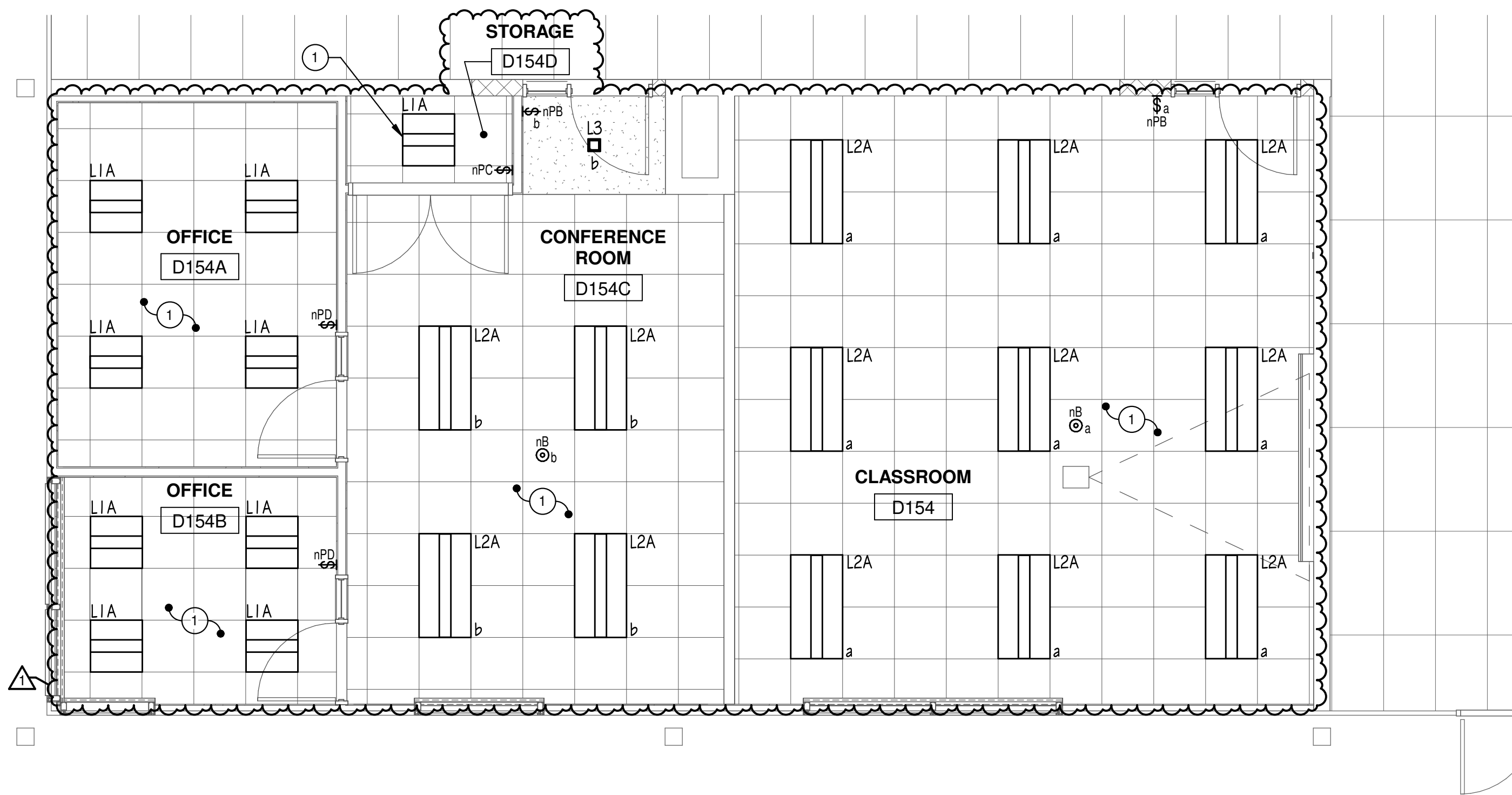
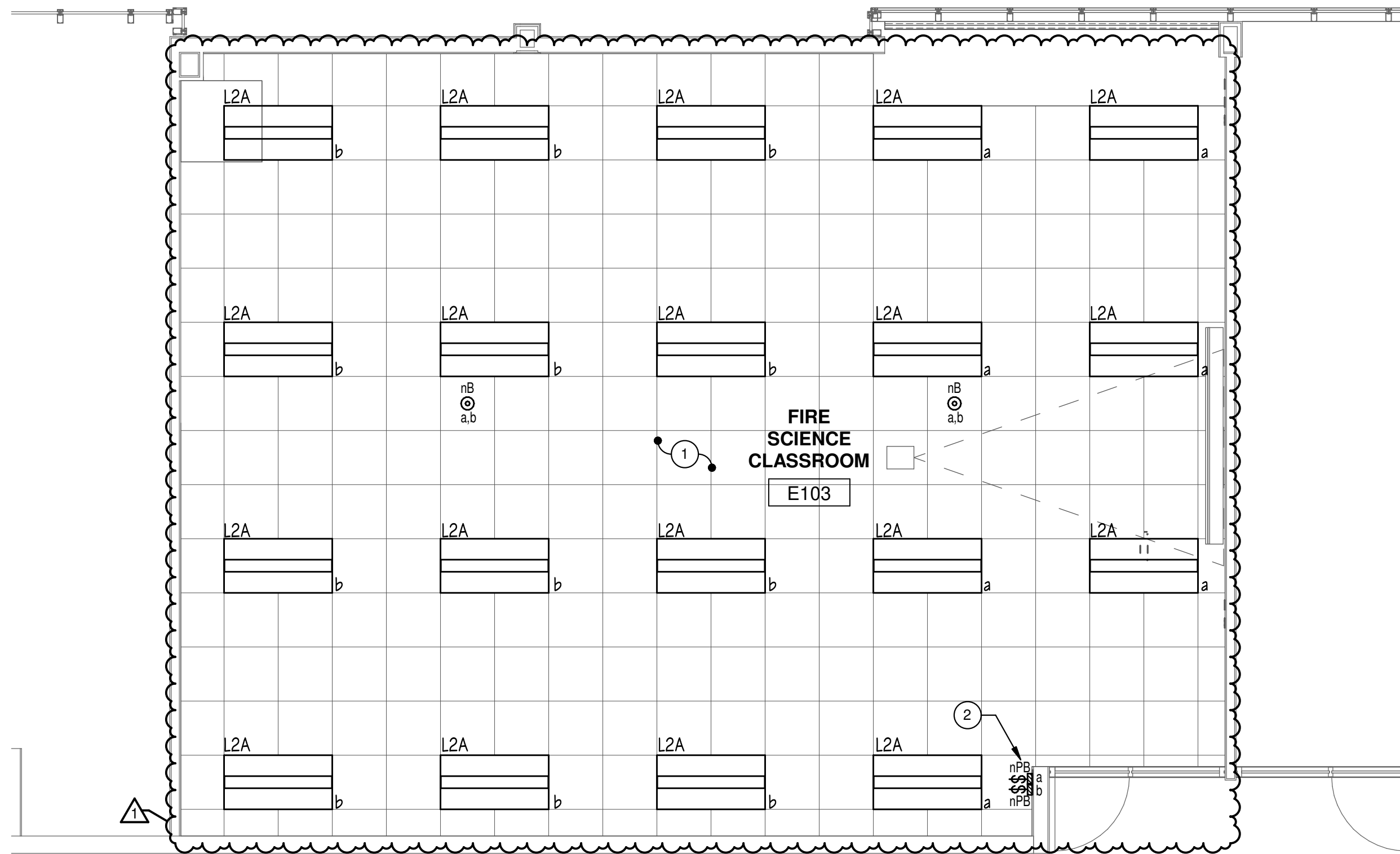


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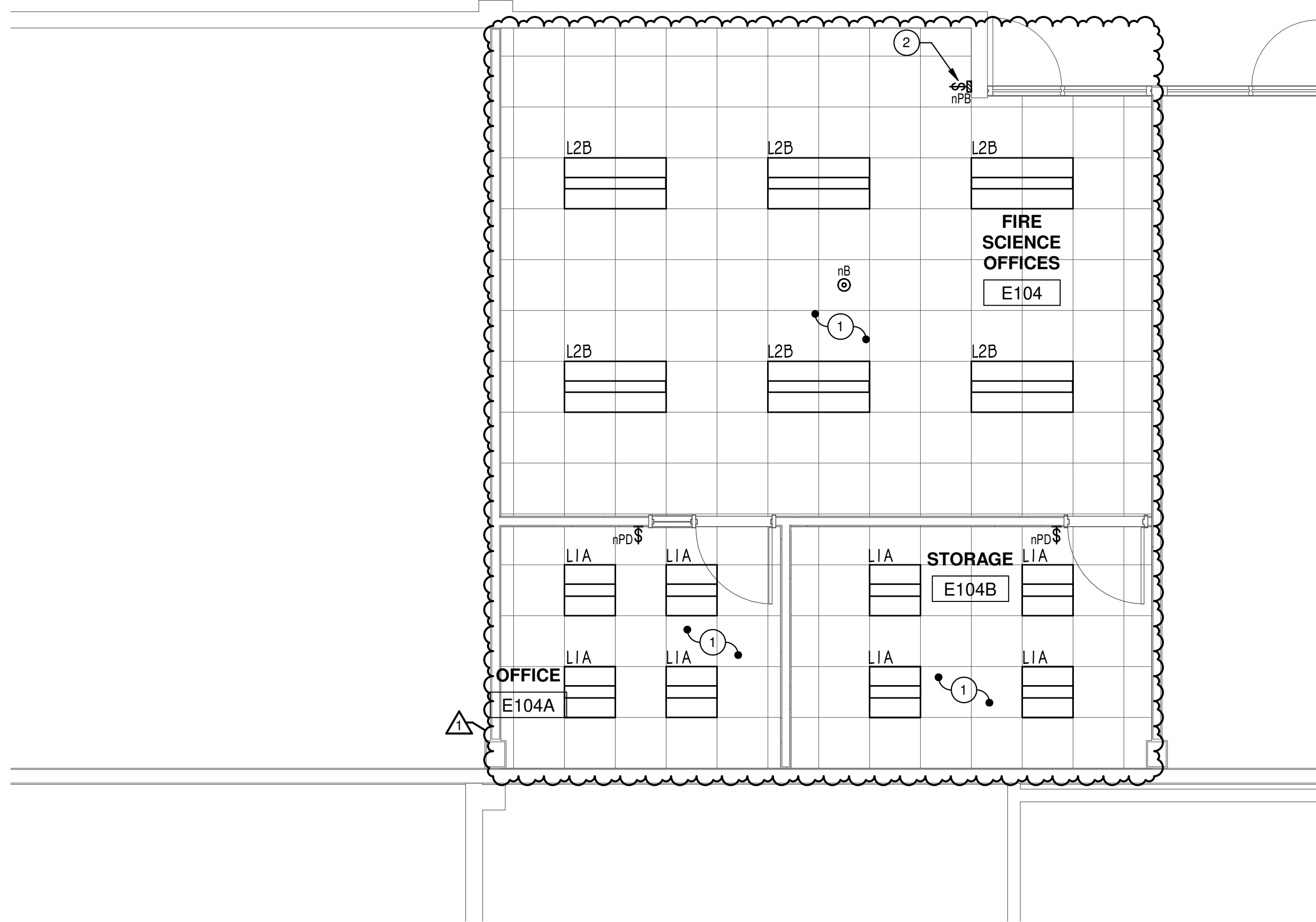
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DRAWING NOTES

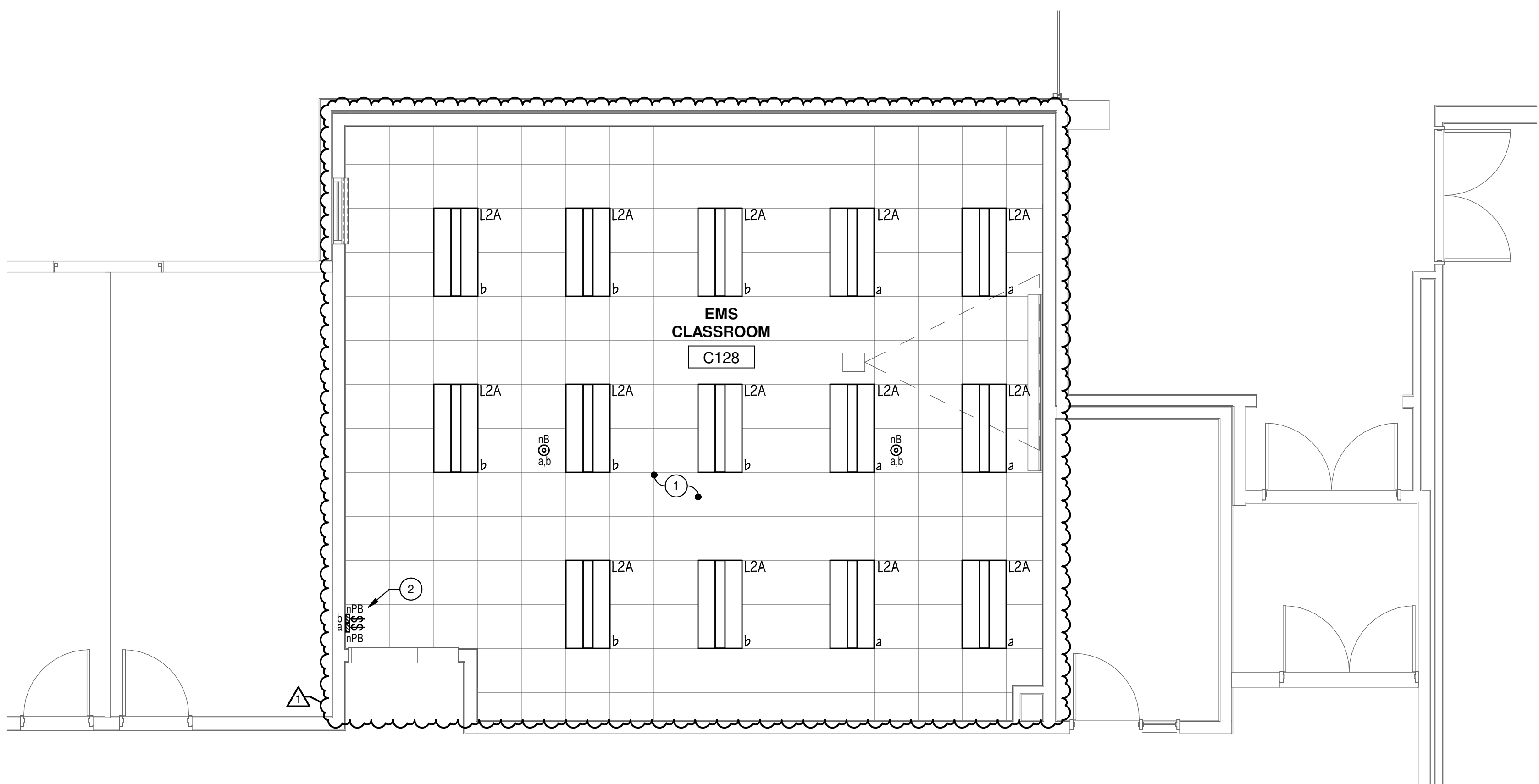
- 1 RECONNECT TO EXISTING LIGHTING CIRCUIT PREVIOUSLY SERVING THIS AREA. PROVIDE NEW SWITCHING SCHEME WHERE INDICATED. FIELD VERIFY EXACT REQUIREMENTS.
- 2 PROVIDE TWO-PIECE, METALLIC, SINGLE CHANNEL SURFACE RACEWAY AS MANUFACTURED BY WIREMOLD 700 SERIES COMPLETE WITH FITTINGS, ELBOWS, DIVIDERS, COVERS, ETC., FOR A COMPLETE RACEWAY SYSTEM. AT CONTRACTOR'S OPTION, EXISTING RECESSED SWITCH BOX MAY BE USED IN LIEU OF SURFACE RACEWAY FOR INSTALLATION OF NEW LOW VOLTAGE SWITCH IF IT IS DETERMINED THE BOX AND THE ASSOCIATED CONDUIT IS FREE OF ANY LINE VOLTAGE CONDUCTORS. CONTRACTOR TO INSTALL NEW SWITCHES AT ADA COMPLIANT HEIGHT.



2 LIGHTING PLAN - CAL CLASSROOM
1/4" = 1'-0"



1 LIGHTING PLAN - FIRE SCIENCE
1/4" = 1'-0"



3 LIGHTING PLAN - EMS CLASSROOM
1/4" = 1'-0"

McHenry County College
2024 RENOVATIONS - BID PACKAGE 1

8900 NORTHWEST HWY #14
CRYSTAL LAKE, IL 60012
DKA PROJECT NO: 24-031

KEY PLAN:

SHEET STATUS: 7/24/2024
ISSUED FOR BID - NOT FOR CONSTRUCTION

NO.	DESCRIPTION:	DATE:
1	Addendum #1	8/8/24

SHEET TITLE:
LIGHTING PLANS - BP1

SHEET NUMBER:

E2.10

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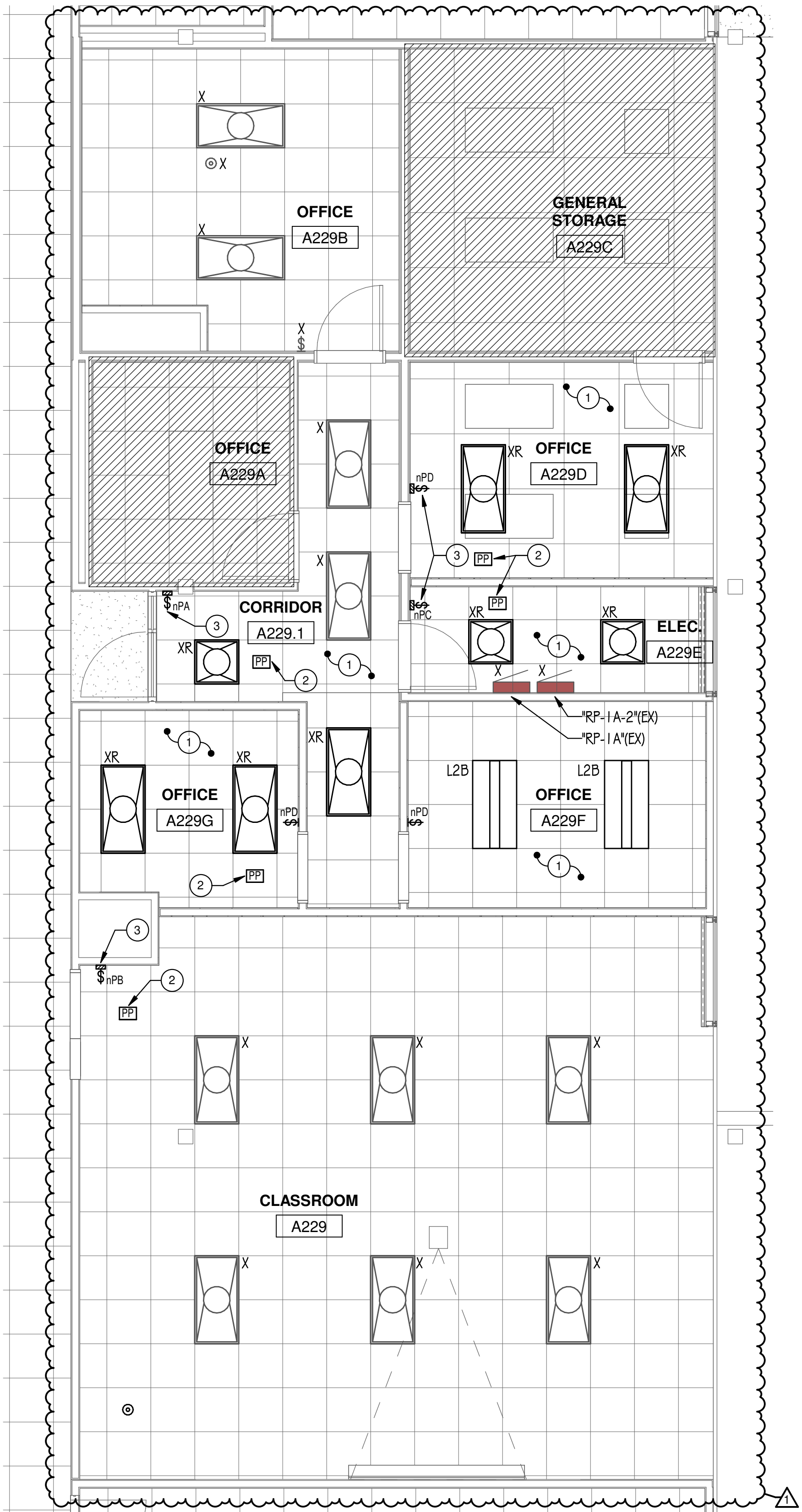


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MEP-PP-T-ENGINEERS
2010 ENGINEERING GROUP, LLC
1216 TOWER ROAD
SCHAUMBURG, IL 60173
P: 847.882.201F: 847.882.2201

DRAWING NOTES

- 1 RECONNECT TO EXISTING LIGHTING CIRCUIT PREVIOUSLY SERVING THIS AREA. PROVIDE NEW SWITCHING SCHEME WHERE INDICATED. FIELD VERIFY EXACT REQUIREMENTS.
- 2 PROVIDE NEW DIMMING POWER PACK AS REQUIRED TO INTEGRATE EXISTING LIGHTS WITH NEW LIGHTING CONTROL DEVICES INDICATED. INTERCEPT EXISTING LIGHTING CIRCUIT AND SWITCHLEGS AS REQUIRED. FIELD VERIFY EXACT CONDITIONS AND PROVIDE QUANTITY OF POWER PACKS TO MATCH QUANTITY OF SWITCHLEGS.
- 3 PROVIDE TWO-PIECE, METALLIC, SINGLE CHANNEL SURFACE RACEWAY AS MANUFACTURED BY WIREMOLD 700 SERIES COMPLETE WITH FITTINGS, ELBOWS, DIVIDERS, COVERS, ETC., FOR A COMPLETE RACEWAY SYSTEM. AT CONTRACTOR'S OPTION, EXISTING RECESSED SWITCH BOX MAY BE USED IN LIEU OF SURFACE RACEWAY FOR INSTALLATION OF NEW LOW VOLTAGE SWITCH IF IT IS DETERMINED THE BOX AND THE ASSOCIATED CONDUIT IS FREE OF ANY LINE VOLTAGE CONDUCTORS. CONTRACTOR TO INSTALL NEW SWITCHES AT ADA COMPLIANT HEIGHT.



1 LIGHTING PLAN - A229
1/4" = 1'-0"

McHenry County College
2024 RENOVATIONS - BID PACKAGE 1

8900 NORTHWEST HWY #14
CRYSTAL LAKE, IL 60012
DKA PROJECT NO: 24-031

KEY PLAN:

SHEET STATUS: 7/24/2024
**ISSUED FOR BID - NOT
FOR CONSTRUCTION**

NO.	DESCRIPTION:	DATE:
1	Addendum #1	8/8/24

SHEET TITLE:
**LIGHTING PLANS -
BP1**

SHEET NUMBER:

E2.11

8/7/2024 2:59:00 PM

PANEL SCHEULE: "S/J2"(EX)				LOCATION: EM5 CLASSROOM...		C.B. RATING: V1F kAIC				
VOLT: 208/120V, 3Ø, 4W		MAINS: 225 A MLO		MOUNTING: SURFACE		TYPE: BOLT-ON				
REMARKS: EXISTING PANEL MANUFACTURED BY 'EATON'.										
USE AND/OR AREA SERVED			C/B	V.A.			CIR. NO.	C/B	USE AND/OR AREA SERVED	
			--	1				2	--	
			--	3				4	--	
			--	5				6	--	
			--	7				8	--	
			--	9				10	--	
			--	11				12	--	
			--	13				14	--	
			--	15				16	--	
			--	17				18	--	
			--	19				20	--	
			--	21				22	--	
			--	23				24	--	
			--	25				26	--	
			--	27				28	--	
			--	29				30	--	
Ø R: C128 NORTH WALL	20 A 1P	31		1440				32	--	
Ø R: C128 TEACHER'S DESK	20 A 1P	33			720			34	--	
Ø R: C128	20 A 1P	35				1080		36	--	
		37						38	--	
		39						40	--	
		41						42	--	
TOTAL CONNECTED LOAD PER PHASE:				1440	720	1080	TOTAL = 3,240 VA 8.99 AMPS			
Ø - PROVIDE NEW CIRCUIT BREAKER OF TYPE AND AIC RATING TO MATCH EXISTING PANEL TO SERVE NEW LOAD INDICATED. Δ - UTILIZE EXISTING CIRCUIT BREAKER MADE AVAILABLE FROM DEMOLITION WORK TO SERVE NEW LOAD INDICATED. FIELD VERIFY EXACT REQUIREMENTS.										

PANEL SCHEULE: "RP-1A"(EX)				LOCATION:		C.B. RATING: V1F kAIC				
VOLT: 208/120V, 3Ø, 4W		MAINS: 225 A MLO		MOUNTING: SURFACE		TYPE: BOLT-ON				
REMARKS: EXISTING PANEL MANUFACTURED BY 'SIEMENS'.										
USE AND/OR AREA SERVED			C/B	V.A.			CIR. NO.	C/B	USE AND/OR AREA SERVED	
			--	1				2	--	
			--	3				4	--	
			--	5				6	--	
			--	7				8	--	
Δ R: A229D / A229.1	20 A 1P	9			540			10	--	
Δ R: OFFICE A229F	20 A 1P	11				900		12	--	
Δ R: OFFICE A229G	20 A 1P	13		900				14	--	
Δ R: CLASSROOM A229	20 A 1P	15			720			16	--	
		17						18	--	
		19						20	--	
		21						22	--	
		23						24	--	
		25						26	--	
		27						28	--	
		29						30	--	
		31						32	--	
		33						34	--	
		35						36	--	
		37						38	--	
		39						40	--	
		41						42	--	
TOTAL CONNECTED LOAD PER PHASE:				900	1260	900	TOTAL = 3,060 VA 8.49 AMPS			
Ø - PROVIDE NEW CIRCUIT BREAKER OF TYPE AND AIC RATING TO MATCH EXISTING PANEL TO SERVE NEW LOAD INDICATED. Δ - UTILIZE EXISTING CIRCUIT BREAKER MADE AVAILABLE FROM DEMOLITION WORK TO SERVE NEW LOAD INDICATED. FIELD VERIFY EXACT REQUIREMENTS.										

PANEL SCHEULE: "S/G"(EX)					LOCATION:		C.B. RATING: V1F kA1C	
VOLT: 208/120V, 3Ø, 4W		MAINS: 100 A MLO		MOUNTING: SURFACE		TYPE: BOLT-ON		
REMARKS: EXISTING PANEL MANUFACTURED BY '1-T-E'.								
			V.A.					
USE AND/OR AREA SERVED	C/B	CIR. NO.	A	B	C	CIR. NO.	C/B	USE AND/OR AREA SERVED
		1				2	--	
	--	3				4	--	
	--	5				6	--	
	--	7				8	--	
	--	9				10	--	
	--	11				12	--	
	--	13				14	--	
	--	15				16	--	
Δ R: D154	20 A 1P	17			720	18	--	
Δ R: D154A / D154C	20 A 1P	19	900			20	--	
		21				22	--	
	--	23				24	--	
	--				1080	24 1P 20 A Δ R: D154B / D154C		
TOTAL CONNECTED LOAD PER PHASE:			900	0	1800	TOTAL = 2,700 VA 7.49 AMP5		

PANEL SCHEULE: "RP-3"(EX)					LOCATION:		C.B. RATING: V1F KA1C	
VOLT: 208/120V, 3Ø, 4W		MAINS: 125 A MLO			MOUNTING: SURFACE		TYPE: BOLT-ON	
REMARKS: EXISTING PANEL MANUFACTURED BY 'SIEMENS'.								
			V.A.					
USE AND/OR AREA SERVED	C/B	CIR. NO.	A	B	C	CIR. NO.	C/B	USE AND/OR AREA SERVED
		1				2	--	
		3				4	--	
		5				6	--	
		7				8	--	
		9				10	--	
		11				12	--	
		13				14	--	
		15				16	--	
		17				18	--	
		19				20	--	
		21				22	--	
		23		900		24	1P 20 A Δ R:	FIRE SCIENCE E-103
		25			900	26	1P 20 A Δ R:	FIRE SCIENCE E-103
		27	720			28	1P 20 A Δ R:	FIRE SCIENCE E-104
		29		900		30	1P 20 A Δ R:	FIRE SCIENCE E-104
					1080	30	1P 20 A Δ R:	OFFICE E-104A
TOTAL CONNECTED LOAD PER PHASE:			720	1800	1980	TOTAL = 4,500 VA 12.49 AMP5		

LUMINAIRE SCHEDULE							
TYPE	DESCRIPTION	MOUNTING	LAMPS	VOLTAGE	INPUT WATTS	MANUFACTURER & CATALOG NUMBER	ALTERNATE MANUFACTURER
L1A	2x2' LAY-IN TROFFER 3300 LUMENS	RECESSED	LED	120 V	26.5	LITHONIA LIGHTING #2BLT2-33L-ADP-G21-O-LP840	HU COLUMBIA LIGHTING, SIGNIFY DAY-BRITE
L2A	2x4' LAY-IN TROFFER 4000 LUMENS	RECESSED	LED	120 V	45.0	LITHONIA LIGHTING #2BLT4-40L-ADP-G21-O-LP840	HU COLUMBIA LIGHTING, SIGNIFY DAY-BRITE
L2B	2x4' LAY-IN TROFFER 4800 LUMENS	RECESSED	LED	120 V	45.0	LITHONIA LIGHTING #2BLT4-48L-ADP-G21-O-LP840	HU COLUMBIA LIGHTING, SIGNIFY DAY-BRITE
L3	4" SQUARE LED DOWNLIGHT 1500 LUMENS	RECESSED	LED	120 V	10.6	LITHONIA LIGHTING #LDN45Q-4Q/15-154-WR-MVO-LT-G210	HU PRESCOLITE, SIGNIFY LIGHTOLIER
NOTES: 1. CONTRACTOR TO PROVIDE ALL OPTIONS AND ACCESSORIES AS REQUIRED TO INSTSALL LUMINAIRE IN VARYING CEILING TYPES AS SHOWN ON THE PLANS.							
GENERAL NOTES: a. CONTRACTOR TO PROVIDE NECESSARY MOUNTING HARDWARE AND LABOR FOR LUMINAIRES. b. LAY IN CEILING GRID LUMINAIRES SHALL BE FOR USE WITH STANDARD 15/16" GRID SYSTEM. CONFIRM EXACT GRID SYSTEM WITH ARCHITECT PRIOR TO PROCUREMENT.							

LIGHTING CONTROL DEVICE SCHEDULE					
SYMBOL	TYPE	DESCRIPTION	MOUNTING	MANUFACTURER & CATALOG NUMBER	ACCEPTABLE MANUFACTURERS
⊙	nA	STANDARD RANGE 360°, LOW VOLTAGE, DUAL TECHNOLOGY	CEILING	ACUTY nLIGHT #nCM-PDT-9-RJB	HUBBELL LIGHTING CONTROLS, WATTSTOPPER
⊙	nB	EXTENDED RANGE 360°, LOW VOLTAGE, DUAL TECHNOLOGY	CEILING	ACUTY nLIGHT #nCM-PDT-10-RJB	HUBBELL LIGHTING CONTROLS, WATTSTOPPER
⊙	nC	WIDE VIEW, CEILING MOUNT, LOW VOLTAGE, PASSIVE INFRARED WITH WV BR BRACKET	CEILING	ACUTY nLIGHT #nWV-16-KJT	HUBBELL LIGHTING CONTROLS, WATTSTOPPER
⌘	nPA	ON/OFF PUSH-BUTTON CONTROL STATION	WALL	ACUTY nLIGHT #nPODMA	HUBBELL LIGHTING CONTROLS, WATTSTOPPER
⌘	nPB	ON/OFF/DIM PUSH-BUTTON CONTROL STATION	WALL	ACUTY nLIGHT #nPODMA-DX	HUBBELL LIGHTING CONTROLS, WATTSTOPPER
⌘	nPC	WALL SWITCH SENSOR, LOW VOLTAGE, PASSIVE INFRARED	WALL	ACUTY nLIGHT #nWSXA-LV	HUBBELL LIGHTING CONTROLS, WATTSTOPPER
⌘	nPD	ON/OFF/DIM WALL SWITCH SENSOR, LOW VOLTAGE, DUAL TECHNOLOGY	WALL	ACUTY nLIGHT #nWSXA-PDT-LV-DX	HUBBELL LIGHTING CONTROLS, WATTSTOPPER
NOTES: a. ALL SENSOR LOCATIONS ARE APPROXIMATE, REFER TO MANUFACTURERS INSTALLATION INSTRUCTIONS PRIOR TO INSTALLATION. b. ULTRASONIC CEILING MOUNT SENSORS SHOULD BE LOCATED A MINIMUM OF SIX FEET FROM HVAC SUPPLY/RETURN VENTS. c. CONTRACTOR IS RESPONSIBLE FOR: PROPER SENSITIVITY & TIME DELAY SETTINGS (FOR NON-ADAPTIVE PRODUCTS) RECOMMENDED PLACEMENT, AND FIELD VERIFICATION OF CIRCUITS WITH IN RESPECT TO POWER PLACEMENT. d. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF REQUIRED NUMBER OF POWER PACKS: • ONE POWER PACK IS REQUIRED FOR EACH CIRCUIT TO BE CONTROLLED. • ONE POWER PACK IS REQUIRED FOR EACH ZONE. • IF MULTIPLE CIRCUITS ARE TO BE CONTROLLED BY A SENSOR, AN AUXILIARY RELAY CAN BE USED IN CONJUNCTION WITH THE POWER PACK. • THE MAXIMUM NUMBER OF SENSORS THAT CAN BE PUT ON A POWER PACK IS TO BE REDUCED BY ONE FOR EACH SLAVE PACK USED. e. MOUNT CONTROL UNITS WITHIN JUNCTION BOXES INSTALLED PER ALL CODE REQUIREMENTS. f. CONTROL WIRING BETWEEN SENSORS AND CONTROLS UNITS SHALL BE CLASS II, 18-24 AWG, STRANDED UL CLASSIFIED. ALL CONTROL WIRING SHALL BE PLENUM-RATED. g. SENSORS MOUNTED OVER THE DOOR MUST BE PLACED ONE FOOT INSIDE THE THRESHOLD. h. SENSOR PLACEMENT ON PLANS IS APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ENGAGING A MANUFACTURER TO PRODUCE A MOTION SENSOR LAYOUT THAT IS COMPLIANT WITH THE GOVERNING ENERGY CODE. i. CONTRACTOR IS RESPONSIBLE FOR ENSURING MOTION CONTROL OF ALL LOCATIONS SHOWN ON PLAN. j. CONTRACTOR IS RESPONSIBLE FOR INSTALLING EQUIPMENT IN COMPLIANCE WITH LOCAL CODE. k. PRODUCTS FROM SPECIFIED AND ACCEPTABLE MANUFACTURERS SHALL PROVIDE SAME LEVEL OF CONTROL.					

PANEL SCHEDULE NOTE:
SCHEDULES FOR EXISTING PANELS ARE SHOWN FOR REFERENCE TO INDICATE SIZE AND QUANTITY OF NEW CIRCUIT BREAKERS REQUIRED. CONTRACTOR TO FIELD VERIFY EXISTING PANEL CHARACTERISTICS AND BRANCH CIRCUIT BREAKER LAYOUT.



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SHEET STATUS: 7/24/2024
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SHEET TITLE:
ELECTRICAL SCHEDULES

SHEET NUMBER:
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ELECTRICAL ABBREVIATIONS

A	AMPERES	GFI	GROUND FAULT PROTECTIVE EQUIPMENT	TP	TAMPER PROOF
AFCI	ARC FAULT CIRCUIT INTERRUPTER	HP	HORSEPOWER	TYP.	TYPICAL
A.F.F.	ABOVE FINISHED FLOOR	I.T.	INFORMATION TECHNOLOGY	U.N.O.	UNLESS NOTED OTHERWISE
C	CONDUIT	KCM	THOUSAND CIRCULAR MILS	V	VOLTS
C/B	CIRCUIT BREAKER	MAX	MAXIMUM	VA	VOLT - AMPERES
CT	CURRENT TRANSFORMER	MCA	MINIMUM CIRCUIT AMPS	W	WATTS
CU	COPPER	MCB	MAIN CIRCUIT BREAKER	WG	WIRE GUARD
EC	ELECTRICAL CONTRACTOR	MIN	MINIMUM	WP	WEATHER PROOF
EM	EMERGENCY	MLO	MAIN LUGS ONLY	XFMR	TRANSFORMER
FLA	FULL LOAD AMPS	MOCP	MAXIMUM OVERCURRENT PROTECTION	1P	SINGLE POLE
G, GRD.	GROUND	PT	POTENTIAL TRANSFORMER	2P	TWO POLE
GFI	GROUND FAULT CIRCUIT INTERRUPTER	SPD	SURGE PROTECTIVE DEVICE	3P	THREE POLE
				Ø	PHASE

DEMOLITION SYMBOLS

SYMBOL	DESCRIPTION
X	EXISTING ELECTRICAL EQUIPMENT OR OUTLET TO REMAIN.
R	EXISTING ELECTRICAL EQUIPMENT, OUTLET OR JUNCTION BOX TO BE REMOVED.
XRR	EXISTING ELECTRICAL EQUIPMENT OR OUTLET TO BE REMOVED, RELOCATED AND JUNCTION BOX REMOVED OR CAPPED AS REQUIRED. STORE AND PROTECT EXISTING DEVICE FOR RE-USE AND RE-INSTALLATION.
XR	EXISTING ELECTRICAL EQUIPMENT OR OUTLET RELOCATED (NEW LOCATION). EXTEND EXISTING FEED AS REQUIRED TO MAINTAIN DEVICE/EQUIPMENT OPERATION. PROVIDE NEW FEED OF MATCHING SPECIFICATIONS IN SITUATIONS WHERE THEY CANNOT BE SPLICED OR ARE NOT OF SUFFICIENT LENGTH TO REACH NEW LOCATION.
XC	EXISTING ELECTRICAL EQUIPMENT OR OUTLET TO BE REMOVED AND JUNCTION BOX CAPPED OR REUSED AS REQUIRED.
XO	NEW ELECTRICAL EQUIPMENT INSTALLED OVER EXISTING OUTLET.
XA	EXISTING ELECTRICAL EQUIPMENT OR OUTLET TO BE ABANDONED.
XM	EXISTING ELECTRICAL EQUIPMENT OR OUTLET TO BE MODIFIED.
XV	EXISTING ELECTRICAL EQUIPMENT TO BE REWIRED.
XRT	EXISTING ELECTRICAL EQUIPMENT OR OUTLET TO BE TEMPORARILY REMOVED AND REINSTALLED IN SAME LOCATION.

NOTE: NOT ALL SYMBOLS ARE USED ON THIS PROJECT.

GENERAL NOTE:

CONTRACTOR SHALL MAINTAIN FIRE RATING OF ALL PARTITIONS FOR NEW PENETRATIONS. ANY PENETRATIONS THROUGH WALLS AND FLOORS SHALL BE PROPERLY SEALED AND TREATED TO MAINTAIN THE FIRE STOPPING RATING OF THE WALL. CABLING SHALL NOT PENETRATE WALLS UNLESS ROUTED THROUGH RACEWAY SYSTEM OR ROUTED ABOVE ACCESSIBLE CEILINGS THROUGH METALLIC CONDUIT SLEEVES, EXTENDING A MINIMUM OF 6" EACH SIDE OF THE WALL WITH PROTECTIVE END BUSHINGS TO PREVENT DAMAGE TO CABLES. VOIDS AROUND SLEEVES SHALL BE SEALED WITH APPROPRIATE MATERIALS AS TO MAINTAIN THE ACOUSTIC OR FIRE RATING OF WALLS ABOVE AND BELOW CEILINGS. CABLES RAN THROUGH VOIDS WITHOUT SLEEVES OR RACEWAYS WILL NOT BE ACCEPTABLE. CONTRACTOR SHALL VERIFY EXISTING FIRE PARTITIONS IN THE FIELD.

GENERAL NOTE:

INCIDENTAL WORK MAY ALSO BE NECESSARY DUE TO CHANGES AFFECTING FIRE ALARM, ELECTRICAL, OR OTHER SYSTEMS. SUCH INCIDENTAL WORK IS ALSO PART OF THIS CONTRACT. INSPECT THOSE AREAS, ASCERTAIN WORK NEEDED, AND DO THAT WORK IN ACCORD WITH THE CONTRACT REQUIREMENTS, AT NO ADDITIONAL COST. THE REMOVAL & REINSTALLATION OF EXISTING WORK TO ACCOMMODATE CHANGES TO EXISTING, OR INSTALLATION OF, ELECTRICAL, OTHER SYSTEMS IS ALSO PART OF THIS CONTRACT.

GENERAL NOTE:

REFER TO ARCHITECTURAL FLOOR PLANS FOR ADDITIONAL INFORMATION REGARDING MOUNTING HEIGHTS AND LOCATIONS OF ELECTRICAL DEVICES BEFORE ROUGH-IN.

WHERE CONFLICTS BETWEEN ELECTRICAL & ARCHITECTURAL ELEVATIONS ARISE, CONTRACTOR TO VERIFY WITH ARCHITECT/ENGINEER TEAM PRIOR TO ROUGH-IN.

GENERAL NOTE:

EXISTING CONDITIONS WERE OBTAINED FROM EXISTING AS-BUILT DRAWINGS AND CURSORY FIELD OBSERVATION. THIS CONTRACTOR SHALL IDENTIFY ANY DISCREPANCIES IN THE FIELD AND REPORT THEM TO THE ENGINEER.

BIDDING NOTE:

SEE DRAWINGS E5.10, E6.00, E6.10 & E6.20 FOR GENERAL NOTES AND ADDITIONAL DETAILS APPLICABLE TO THIS TRADE'S WORK.

ELECTRICAL SYMBOL LIST (NOTE: NOT ALL SYMBOLS ARE USED IN THE PROJECT.)

	2' X 4' LUMINAIRE, RECESSED OR SURFACE MOUNTED PER LUMINAIRE SCHEDULE.
	1' X 4' LUMINAIRE, RECESSED OR SURFACE MOUNTED PER LUMINAIRE SCHEDULE.
	2' X 2' LUMINAIRE, RECESSED OR SURFACE MOUNTED PER LUMINAIRE SCHEDULE.
	HALF SHADING DENOTES FIXTURE UNSWITCHED "NIGHTLIGHT".
	STRIP LUMINAIRE PER LUMINAIRE SCHEDULE.
	WALL MOUNTED LUMINAIRE PER LUMINAIRE SCHEDULE.
	RECESSED OR SURFACE CEILING MOUNTED LUMINAIRE PER LUMINAIRE SCHEDULE.
	ILLUMINATED EXIT OR STAIR SIGN, SURFACE CEILING MOUNTED, SINGLE OR DOUBLE FACE, WITH OR WITHOUT DIRECTIONAL ARROWS PER SCHEDULE. - "WG" DENOTES WIRE GUARD.
	ILLUMINATED EXIT OR STAIR SIGN, SURFACE WALL MOUNTED, SINGLE OR DOUBLE FACE, WITH OR WITHOUT DIRECTIONAL ARROWS SCHEDULE. - "WG" DENOTES WIRE GUARD.
	SELF-CONTAINED EMERGENCY LUMINAIRE, WITH BATTERY BACK-UP AND SOLID STATE CHARGER PER SCHEDULE. - "WG" DENOTES WIRE GUARD.
	SELF-CONTAINED EMERGENCY LUMINAIRE WITH DUAL WEATHERPROOF REMOTE HEADS, BATTERY BACK-UP AND SOLID STATE CHARGER PER SCHEDULE. - "WG" DENOTES WIRE GUARD.
	SINGLE POLE 20 AMP 120-277 VOLT TOGGLE SWITCH INSTALLED 48" A.F.F. - "K" DENOTES KEYED SWITCH.
	THREE-WAY 20 AMP 120-277 VOLT TOGGLE SWITCH INSTALLED 48" A.F.F. - "K" DENOTES KEYED SWITCH.
	MOMENTARY CONTACT SWITCH (LOW VOLTAGE) INSTALLED 48" A.F.F.
	SLIDE DIMMER CONTROL. DECORA STYLE COMPATIBLE WITH LUMINAIRE AND DIMMING BALLAST/DRIVER TYPES INSTALLED 48" A.F.F.
	SINGLE POLE 20 AMP 120/277 VOLT TOGGLE SWITCH WITH PILOT LIGHT INSTALLED 48" A.F.F.
	WALL MOUNT COMBINATION OCCUPANCY SENSOR AND SWITCH AS SCHEDULED.
	OCCUPANCY SENSOR, LETTER INDICATES MODEL AND TYPE PER SCHEDULE.
	ELECTRICAL DEVICE MOUNTED ON SURFACE RACEWAY, WIREMOLD V700 U.N.O.
	SURFACE MOUNTED (EXPOSED) CONDUIT, BACKBOX FOR DEVICE AS SHOWN.
	20A, 2P, 3 WIRE, GROUNDING TYPE, 125V. SPECIFICATION-GRADE, TAMPER-RESISTANT TYPE DUPLEX RECEPTACLE NEMA 5-20R INSTALLED +16" A.F.F. UNLESS NOTED OTHERWISE. "GFI" DENOTES RECEPTACLE EQUIPPED WITH INTEGRAL GROUND FAULT CIRCUIT INTERRUPTER. "USB" DENOTES RECEPTACLE EQUIPPED WITH (2) USB PORTS. "WP" DENOTES WEATHER RESISTANT RECEPTACLE WITH LOW-PROFILE WHILE-IN-USE WEATHERPROOF COVER. "OS" DENOTES CONTROLLED RECEPTACLE CONNECTED TO LOCAL OCCUPANCY SENSOR.
	20A, 2P, 3 WIRE, GROUNDING TYPE, 125V. SPECIFICATION-GRADE, TAMPER-RESISTANT TYPE DUPLEX RECEPTACLE NEMA 5-20R INSTALLED 6" ABOVE COUNTER TOP OR +42" A.F.F. UNLESS NOTED OTHERWISE. "GFI" DENOTES RECEPTACLE EQUIPPED WITH INTEGRAL GROUND FAULT CIRCUIT INTERRUPTER. "USB" DENOTES RECEPTACLE EQUIPPED WITH (2) USB PORTS. "OS" DENOTES CONTROLLED RECEPTACLE CONNECTED TO LOCAL OCCUPANCY SENSOR.
	TWO 20A, 2P, 3 WIRE, GROUNDING TYPE, SPECIFICATION-GRADE, TAMPER-RESISTANT TYPE DUPLEX RECEPTACLES NEMA 5-20R INSTALLED +16" A.F.F. UNLESS NOTED OTHERWISE. "GFI" DENOTES RECEPTACLE EQUIPPED WITH INTEGRAL GROUND FAULT CIRCUIT INTERRUPTER. "USB" DENOTES RECEPTACLE EQUIPPED WITH (2) USB PORTS. "OS" DENOTES CONTROLLED RECEPTACLE CONNECTED TO LOCAL OCCUPANCY SENSOR.
	SIMPLEX RECEPTACLE.
	SPECIAL RECEPTACLE, NEMA CONFIGURATION AS NOTED IN THE PLAN.
	POWER OUTLET, CEILING MOUNTED.
	COMBINATION POWER/INFORMATION OUTLET, CEILING MOUNTED.
	HIGH CAPACITY MULTISERVICE (WITH DIVIDER/PARTITIONS) FLUSH FLOOR BOX. REFER TO PLANS AND DETAILS FOR QUANTITIES AND CONFIGURATIONS.
	METER.
	CIRCUIT BREAKER PANELBOARD.
	DRY TYPE TRANSFORMER WITH 4" CONCRETE HOUSEKEEPING PAD.
	DISTRIBUTION PANEL.
	NON-FUSED SAFETY DISCONNECT SWITCH, AMPERE RATING AND NUMBER OF POLES AS NOTED.
	FUSED DISCONNECT SWITCH, AMPERE RATING, NUMBER OF POLES AND FUSE SIZE AS NOTED.
	COMBINATION MOTOR STARTER WITH FUSED DISCONNECT, AMPERE RATING, NUMBER OF POLES, FUSE SIZE AND NEMA STARTER SIZE AS INDICATED.
	SWITCH FRAME SIZE.
	NUMBER OF FUSIBLE POLES.
	FUSE SIZE.
	NEMA ENCLOSURE RATING. (NEMA 1 STANDARD, 3R OUTDOORS AND WET LOCATIONS U.N.O.)
	FUSIBLE SWITCH RATING TAG.
	NEMA STARTER SIZE.
	ENCLOSED CIRCUIT BREAKER.
	MOTOR.
	MANUAL MOTOR STARTER, THERMAL OVERLOAD TOGGLE SWITCH.
	CEILING JUNCTION BOX.
	WALL MOUNTED JUNCTION BOX.
	JUNCTION BOX WITH FLEXIBLE CONDUIT FOR FINAL CONNECTION TO EQUIPMENT.
	THERMOSTAT, PROVIDE RECESSED JUNCTION BOX AND CONDUIT STUB-UP, REFER TO MECHANICAL FOR EXACT QUANTITY AND LOCATION.
	CO2 SENSOR, PROVIDE RECESSED JUNCTION BOX AND CONDUIT STUB-UP, REFER TO MECHANICAL FOR EXACT QUANTITY AND LOCATION.
	RADIO ANTENNA. - "DAS" DENOTES DISTRIBUTED ANTENNA SYSTEM FOR CELLULAR NETWORK. - "BDA" DENOTES BI-DIRECTIONAL ANTENNA FOR PUBLIC SAFETY RADIO.

	CONDUIT ROUTED CONCEALED IN WALLS AND CEILING. HASH MARKS DENOTE QUANTITY OF #12 MINIMUM AWG CONDUCTORS OR AS NOTED.
	CONDUIT ROUTED EXPOSED. INSTALL PARALLEL TO WALLS AND CEILINGS. HASH MARKS DENOTE QUANTITY OF #12 MINIMUM AWG CONDUCTORS OR AS NOTED.
	CONDUIT ROUTED BELOW GRADE. HASH MARK DENOTES QUANTITY OF #12 MINIMUM AWG CONDUCTORS OR AS NOTED.
	DENOTES CONDUIT HOMERUN, 3/4" MINIMUM, PANEL DESTINATION AND CIRCUIT NUMBER(S) AS INDICATED.
	SHORT TICK MARK DENOTES LINE (HOT) OR SWITCH LEG CONDUCTOR, #12 MINIMUM AWG.
	LONG TICK MARK DENOTES NEUTRAL CONDUCTOR, #10 AWG MINIMUM.
	DENOTES INSULATED GROUND WIRE, #12 AWG MINIMUM.
	CONDUIT END CAP.
	CONDUIT WALL SLEEVES FOR ROUTING OF LOW VOLTAGE CABLING. EACH PENETRATION IS TO PROVIDE A MINIMUM OF (1) 1 1/4" CONDUIT (DATA) & (1) 1" CONDUIT (FIRE ALARM/INTERCOM) U.N.O.
	DATA OUTLET LOCATION INSTALLED 16" A.F.F. U.N.O.
	TELEPHONE OUTLET LOCATION INSTALLED 16" A.F.F. U.N.O.
	DATA OUTLET LOCATION INSTALLED 42" A.F.F. U.N.O.
	TELEPHONE OUTLET LOCATION INSTALLED 42" A.F.F. U.N.O.
	DATA OUTLET LOCATION, CEILING MOUNTED.
	FLUSH CEILING SPEAKER, ROUND OR SQUARE.
	WEATHERPROOF PROJECTION TYPE WALL MOUNTED SPEAKER. - "AV" DENOTES PART OF AUDIO-VIDEO SYSTEM.
	WALL MOUNTED SPEAKER. - "AV" DENOTES PART OF AUDIO-VIDEO SYSTEM.
	BATTERY OPERATED CLOCK, CONNECTED WIRELESSLY TO A MASTER CLOCK SYSTEM.
	COMBINATION CLOCK/SPEAKER, COMPATIBLE WITH EXISTING INTERCOM SYSTEM, IN COMMON ENCLOSURE.
	VOLUME CONTROL SWITCH INSTALLED 48" A.F.F. TO TOP OF DEVICE.
	CALL SWITCH, COMPATIBLE WITH EXISTING INTERCOM SYSTEM, INSTALLED 48" A.F.F. TO TOP OF DEVICE.
	CEILING MOUNTED WIRELESS ACCESS POINT.
	TELEVISION CONNECTION PLATE INSTALLED 96" A.F.F. U.N.O.
	AUDIO/VIDEO CONNECTION PLATE INSTALLED 16" A.F.F. U.N.O.
	AUDIO/VIDEO CONNECTION PLATE, CEILING MOUNTED.
	FIRE ALARM SYSTEM PULL STATION INSTALLED 48" A.F.F.
	FIRE ALARM SYSTEM STROBE NOTIFICATION DEVICE INSTALLED 80" A.F.F. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM SYSTEM HORN/STROBE NOTIFICATION DEVICE INSTALLED 80" A.F.F. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM SYSTEM SPEAKER/STROBE NOTIFICATION DEVICE INSTALLED 80" A.F.F. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM SYSTEM SPEAKER NOTIFICATION DEVICE INSTALLED 80" A.F.F. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM SYSTEM SPEAKER/STROBE NOTIFICATION DEVICE, CEILING MOUNTED. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM SYSTEM STROBE NOTIFICATION DEVICE, CEILING MOUNTED. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM SYSTEM HORN NOTIFICATION DEVICE, CEILING MOUNTED. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM SYSTEM HORN/STROBE NOTIFICATION DEVICE, CEILING MOUNTED. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM SYSTEM CEILING SMOKE DETECTOR. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM SYSTEM CEILING HEAT DETECTOR. - "FT" DENOTES FIXED TEMPERATURE. - "WG" DENOTES WIRE GUARD.
	FIRE ALARM CONTROL PANEL.
	FIRE ALARM ANNUNCIATOR PANEL.
	FIRE ALARM NOTIFICATION APPLIANCE CIRCUIT PANEL.
	FIRE ALARM SYSTEM DUCT SMOKE DETECTOR.
	FIRE ALARM SYSTEM DUCT CARBON MONOXIDE DETECTOR.
	FIRE ALARM VALVE SUPERVISORY SWITCH.
	WATER FLOW SWITCH.
	TAMPER SWITCH.
	MAGNETIC DOOR HOLDER.
	ALARM BELL. - "TA" DENOTES TORNADO ALARM. - "FA" DENOTES FIRE ALARM.
	FIRE ALARM SYSTEM DUCT SMOKE DETECTOR KEY OPERATED TEST SWITCH WITH INDICATING LIGHT, WALL OR CEILING MOUNTED.
	SECURITY CAMERA. (WALL MOUNT)
	SECURITY CAMERA. (MOUNTED IN THE ACOUSTIC CEILING TILE)
	SECURITY SENSOR/INITIATOR.
	MAGNETIC POSITION SWITCH, DOOR OR WINDOW.
	ELECTRONIC DOOR (LOCK) STRIKE.
	POWER ASSISTED DOOR ACTUATOR.
	DOOR SECURITY ANNUNCIATOR PANEL.
	SECURITY SYSTEM CONTROL PANEL.
	SECURITY SYSTEM KEY PAD.
	ACCESS CONTROL CREDENTIAL READER.



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DKA PROJECT NO: 24-031

KEY PLAN:

SHEET STATUS: 7/24/2024
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ELECTRICAL SYMBOL LIST AND ABBREVIATIONS

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2024 RENOVATIONS - BID PACKAGE 1
8900 NORTHWEST HWY #14
CRYSTAL LAKE, IL 60012
DKA PROJECT NO: 24-031

KEY PLAN:

SHEET STATUS: 7/24/2024
ISSUED FOR BID - NOT FOR CONSTRUCTION

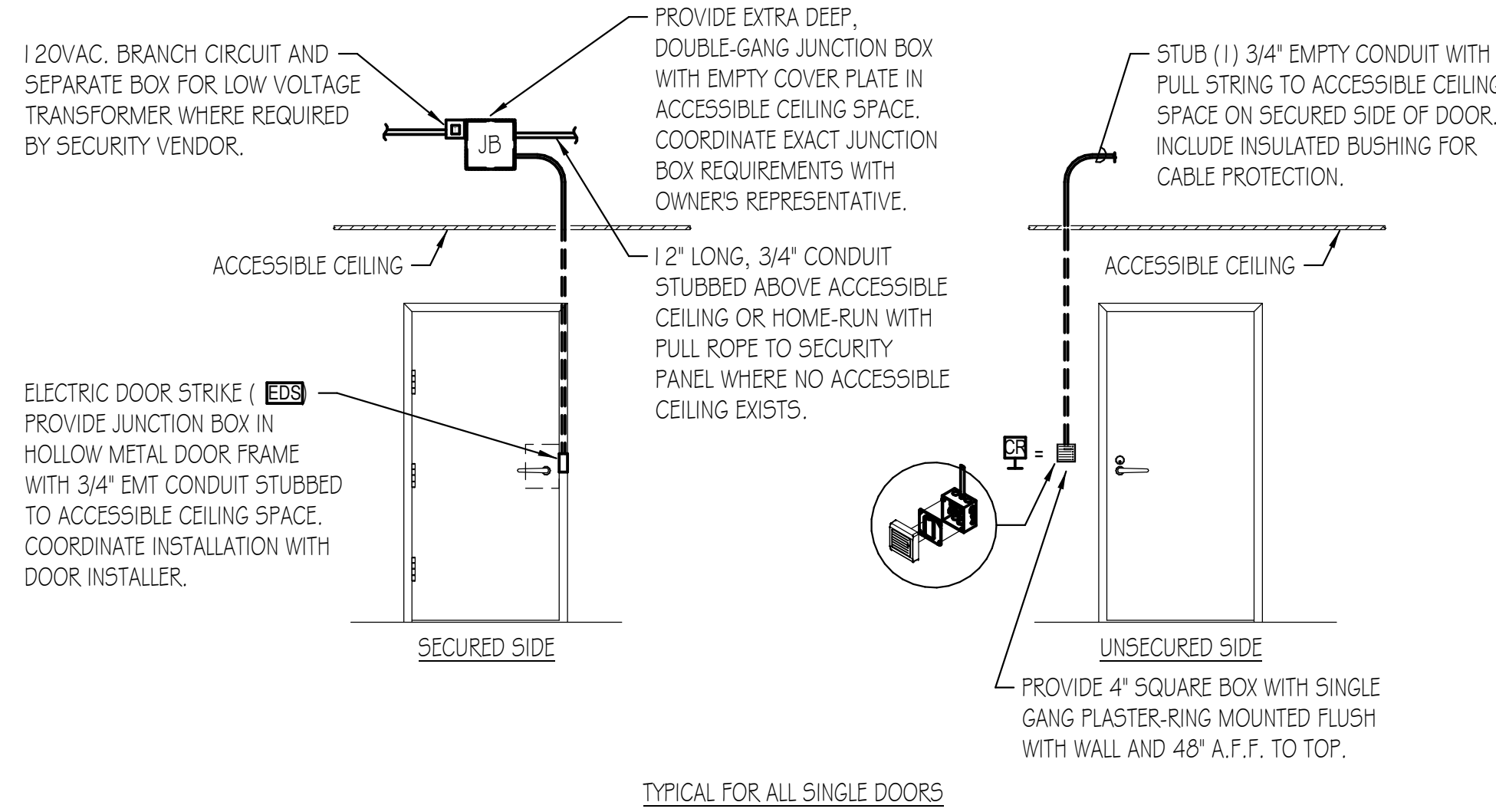
NO.	DESCRIPTION:	DATE:
1	Addendum #1	8/6/24

SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER:

E6.10

8/7/2024 2:59:01 PM

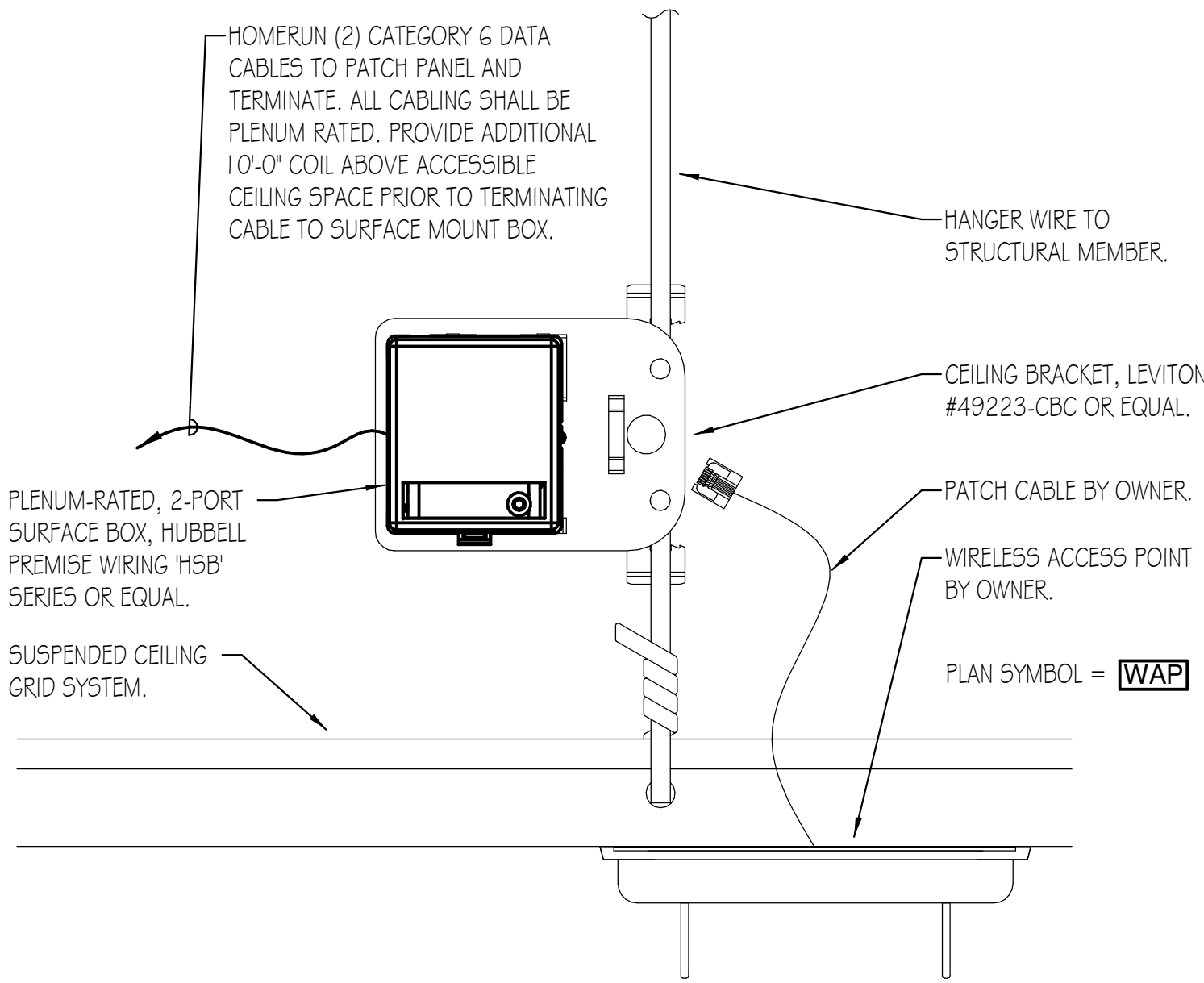


ACCESS CONTROL / SECURITY DEVICE DETAIL

NO SCALE

NOTES:

1. SECURITY DEVICES BY OTHERS. COORDINATE FINAL LOCATION AND REQUIREMENTS WITH OWNER'S REPRESENTATIVE.
2. DETAILS ARE REPRESENTATIVE OF TYPICAL INSTALLATION. COORDINATE INSTALLATION WITH DOOR AND DOOR HARDWARE INSTALLER.

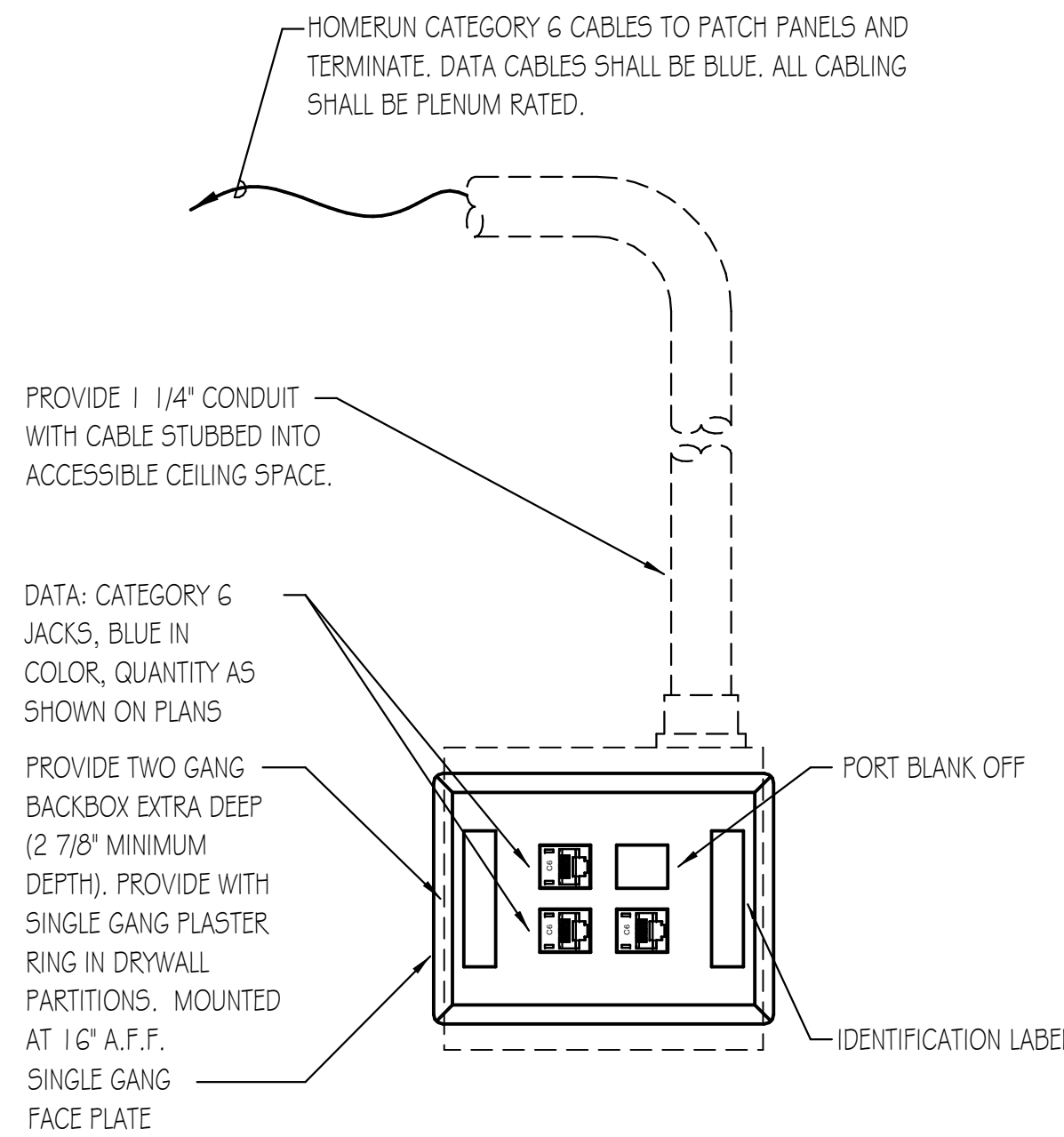


WIRELESS ACCESS POINT DETAIL

NO SCALE

NOTES:

1. SUPPORT SURFACE MOUNT BOX TO A STRUCTURAL MEMBER.
2. COORDINATE FINAL OUTLET AND ACCESS POINT LOCATION WITH OWNER'S REPRESENTATIVE.



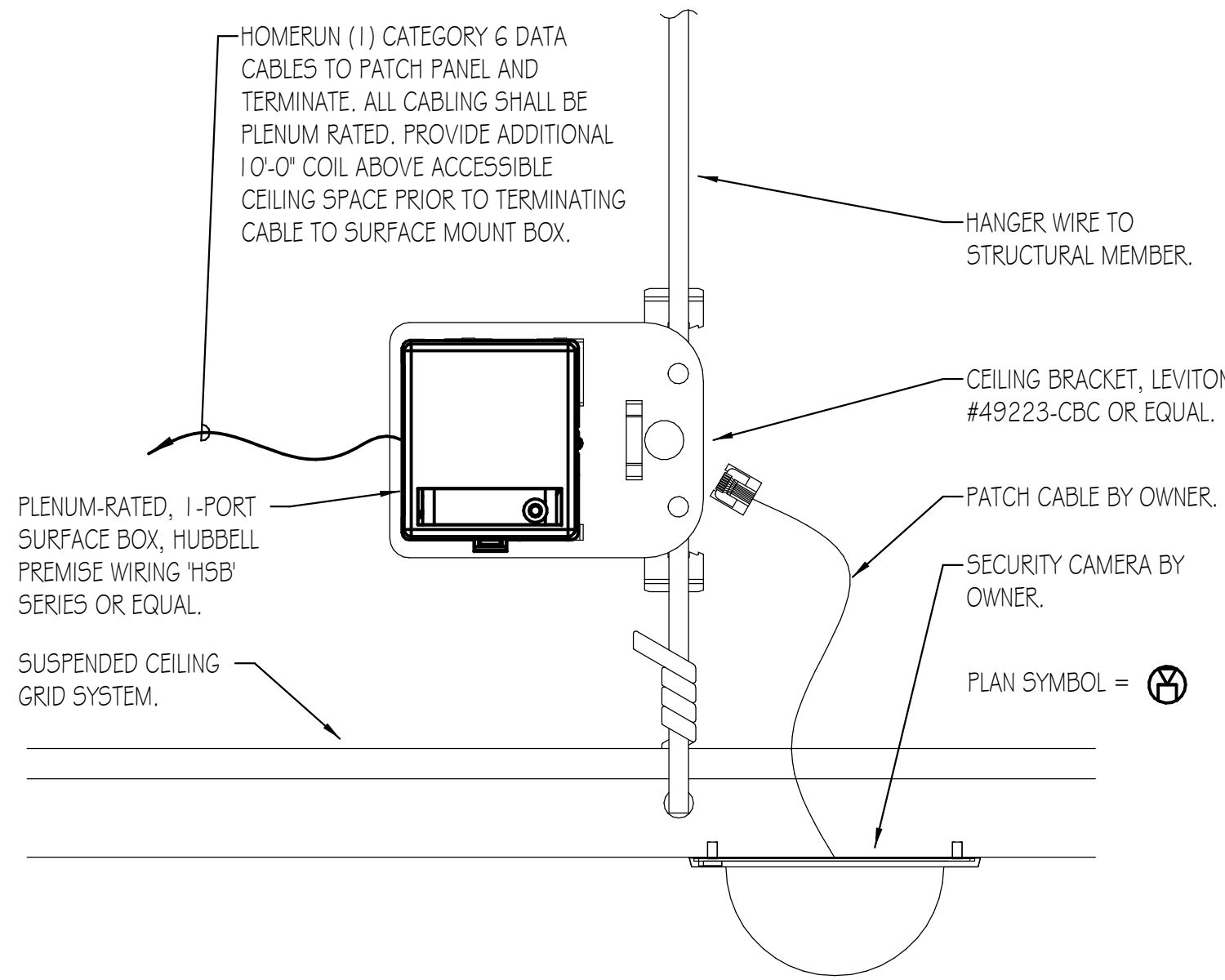
TYPICAL COMMUNICATION OUTLET DETAIL

NO SCALE

PLAN SYMBOL =

NOTES:

1. PROVIDE MACHINE MADE IDENTIFICATION LABELS FOR EACH LOW VOLTAGE OUTLET. VERIFY EXACT REQUIREMENTS WITH OWNER'S REPRESENTATIVE.
2. ALL CABLE SHALL BE A MINIMUM OF CATEGORY 6 UNLESS INDICATED OTHERWISE.
3. LABEL EACH DATA JACK WITH THE IDF CLOSET AND PATCH PORT NUMBER.
4. PROVIDE QUANTITY OF CABLES AND JACKS AS INDICATED ON PLANS.
5. CABLE JACKET AND JACK COLORS SHALL MATCH EXISTING BUILDING STANDARDS.

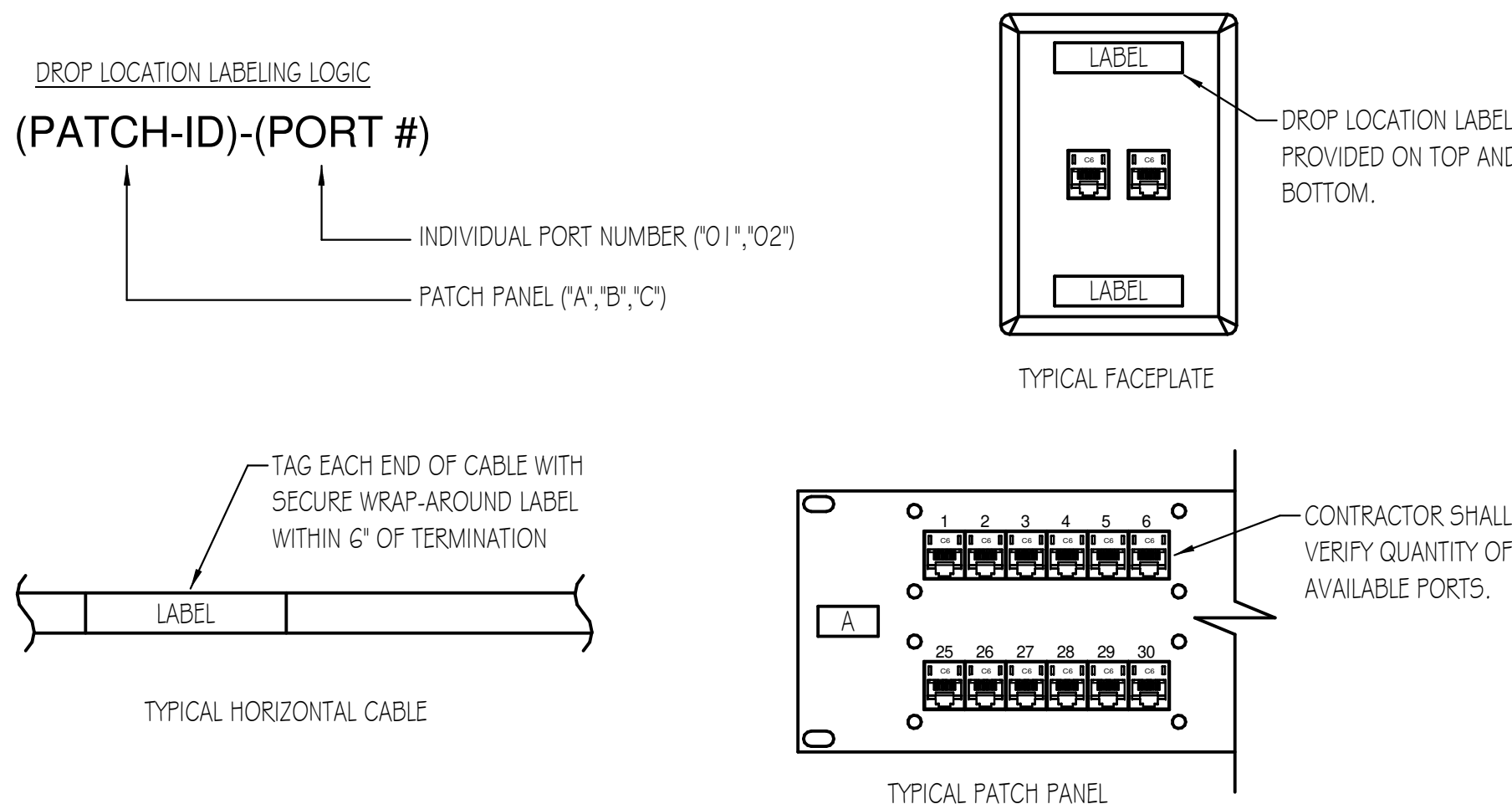


SECURITY CAMERA DETAIL

NO SCALE

NOTES:

1. SUPPORT SURFACE MOUNT BOX TO A STRUCTURAL MEMBER.
2. COORDINATE FINAL OUTLET AND CAMERA LOCATION WITH OWNER'S REPRESENTATIVE.

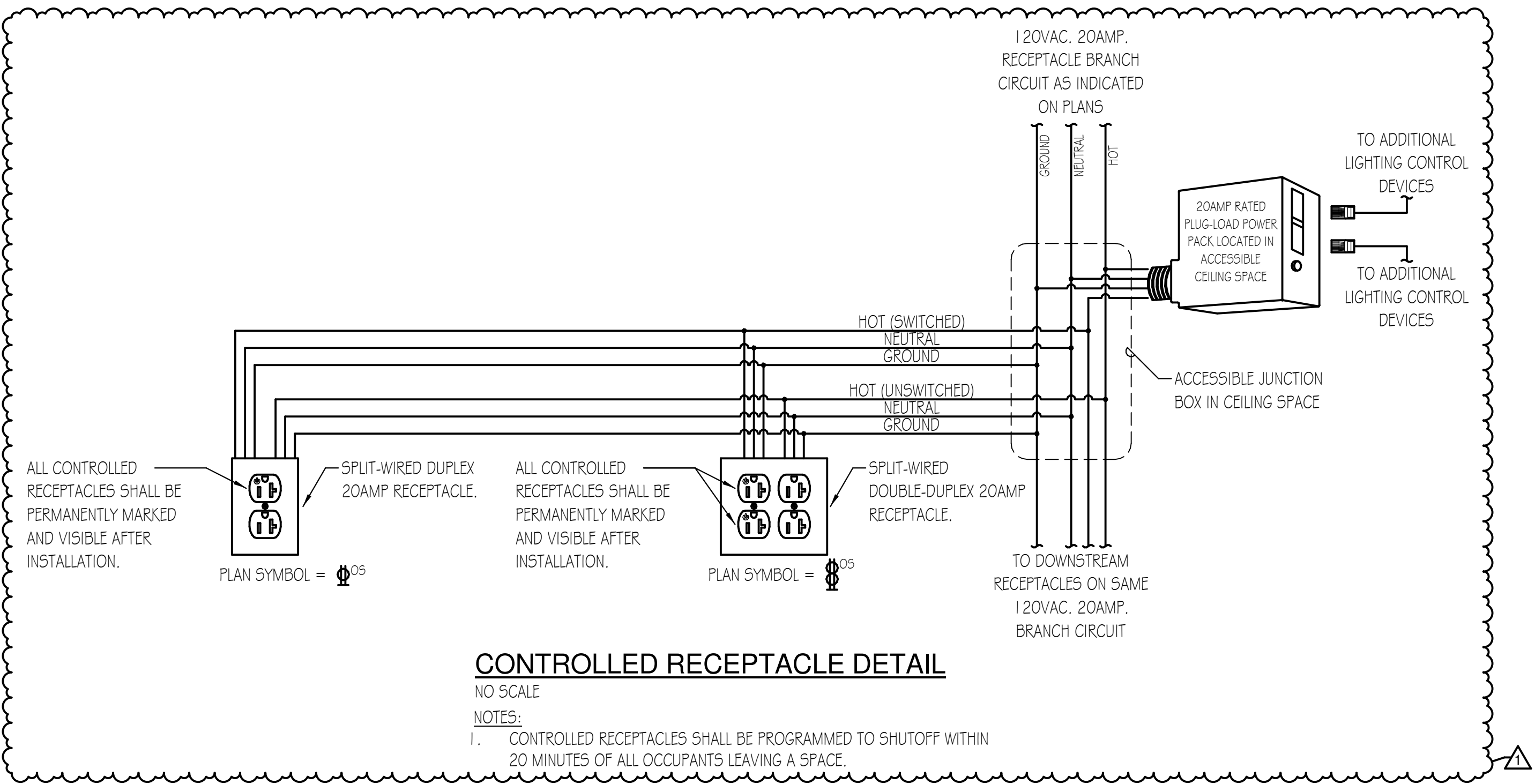


DATA CABLE LABELING DETAIL

NO SCALE

NOTE:

EACH HORIZONTAL CABLE TERMINATION SHALL HAVE DEDICATED IDENTIFICATION. ALL LABELING MUST BE DONE WITH MECHANICAL LABEL MAKER, UTILIZING SCHEME AND METHODS ILLUSTRATED ABOVE, NO HAND-LETTERING PERMISSIBLE. ALL LABELS TO FEATURE BLACK TEXT ON WHITE BACKGROUND.



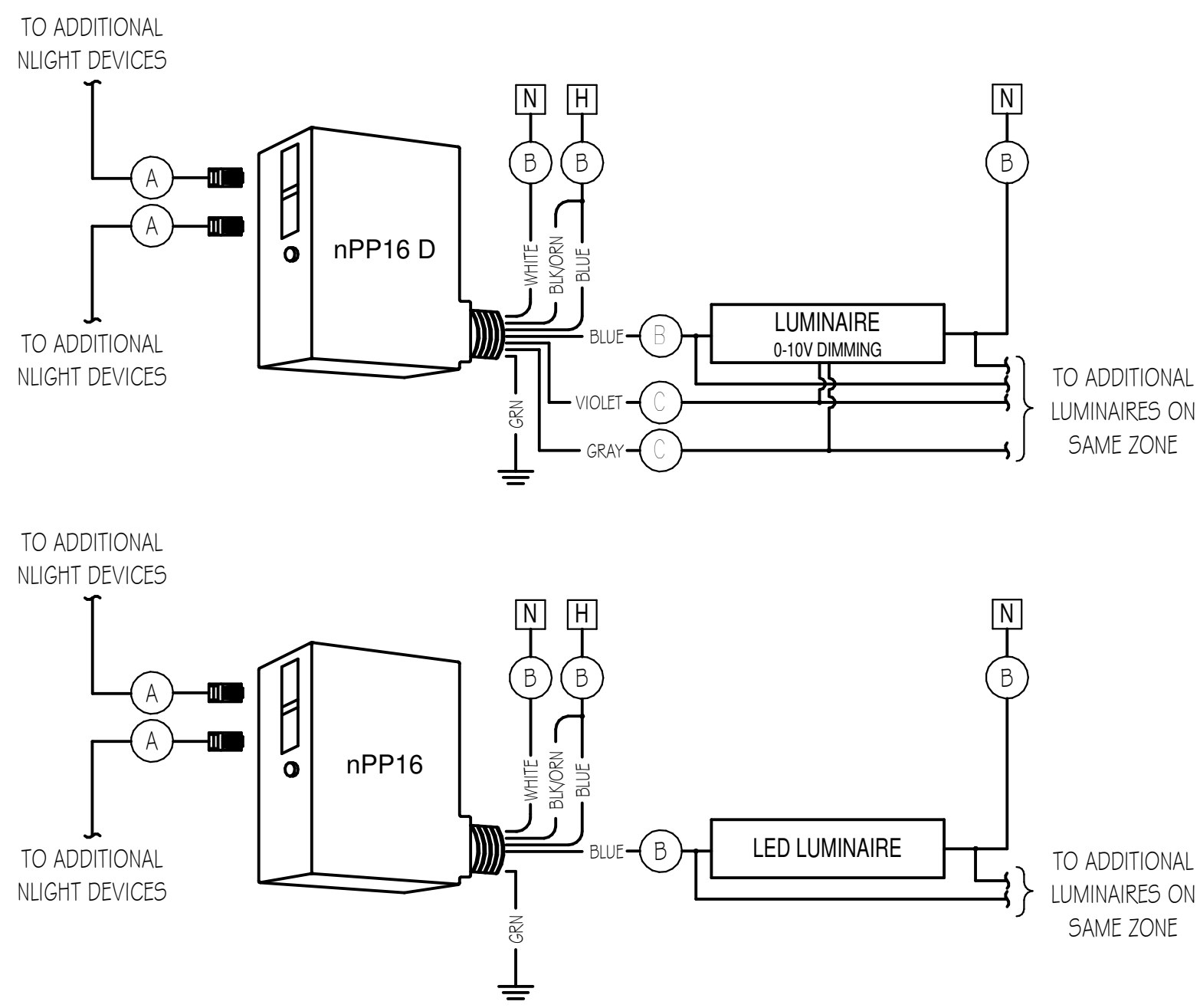
CONTROLLED RECEPTACLE DETAIL

NO SCALE

NOTES:

1. CONTROLLED RECEPTACLES SHALL BE PROGRAMMED TO SHUTOFF WITHIN 20 MINUTES OF ALL OCCUPANTS LEAVING A SPACE.

WIRE LEGEND	
	PLENUM-RATED CAT 5e (CLASS 2)
	LINE VOLTAGE
	0-10 VDC

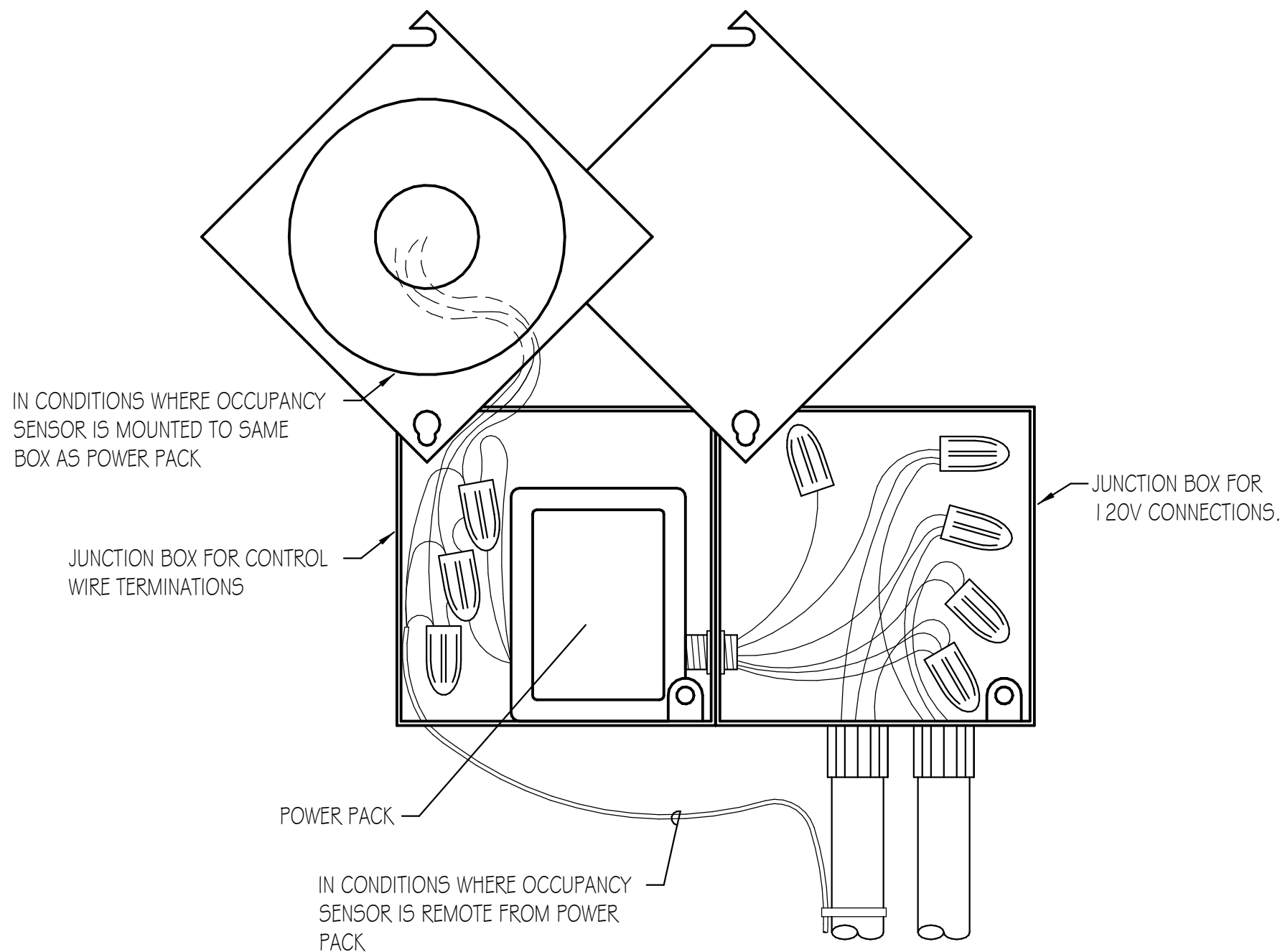


TYPICAL POWER PACK WIRING DIAGRAM

NO SCALE

NOTES:

1. DETAIL FOR REFERENCE ONLY FOR BASIS OF DESIGN. REFER TO MANUFACTURER'S WIRING DIAGRAMS IF ALTERNATE MANUFACTURER IS USED.



OCCUPANCY SENSOR POWER PACK DETAIL

NO SCALE