

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Twenty Sixth day of August in the year Two Thousand Twenty-Five (*In words, indicate day, month, and year.*)

BETWEEN the Owner:

(Name, legal status, address, and other information)

County of DuPage, Illinois 421 N. County Farm Road Wheaton, Illinois 60187

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

Wight Construction Services, Inc. 2500 North Frontage Road Darien, Illinois 60561

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

Kenneth Moy DuPage County Care Center East Building Renovation 400 N. County Farm Rd. Wheaton, IL 60187 DuPage County, Illinois

The Architect:

(Name, legal status, address, and other information)

Wight & Company 2500 North Frontage Road Darien, Illinois 60561

The Owner and Construction Manager agree as follows.

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.

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner intends to renovate the facility

- 1. East Building First Floor Renovations
- 2. East Building Second Floor Renovations

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Kenneth Moy DuPage Care Center was originally built in 1888 as a County Alms House for the Indigent and became a nursing facility in the 1930's. It has gone through major expansions in 1964, 1979, and 1991. The facility provides subacute care, long term care and Alzheimer's special care. The facility is home to 300 plus residents and provides an array of services. It complies with standards set by the Illinois Department of Public Health, the Centers for Medicare and Medicaid Services and the Joint Commission on Healthcare Accreditation.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6: (Provide total and, if known, a line item breakdown.)

The Owner's budget for the work is \$16,891,000.00

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:
 - Issued For Bid: December 2025 / January 2026
 - .2 Construction commencement date:

Mobilization and Start of Construction: July 2026 following receipt of permits and completion of current construction work at the facility.

Substantial Completion date or dates:

Preliminary estimated substantial completion dates are:

East Building 1st Floor: December 2026 East Building 2nd Floor: August 2027

Other milestone dates:

Contract Expiration: November 30, 2029

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below: (Identify any requirements for fast-track scheduling or phased construction.)

The work will be phased to support on-going operations of the facility and the orderly and efficient progression of the work.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234TM–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2: (*List name, address, and other contact information.*)

Mark Thomas
Deputy Director of Facilities Management
County of DuPage, Illinois
421 N. County Farm Road
Wheaton, Illinois 60187
MarkThomash@dupageco.org

Nick Jensen - Facilities Manager DuPage County Facilities Management 421 North County Farm Road Wheaton, IL 60187-3978 (630) 784-4435

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any: (List any other consultants retained by the Owner, such as a Project or Program Manager.)

N/A

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

Ryan Cusick Senior Project Architect Wight & Company 2500 North Frontage Road Darien, Illinois 60561 rcusick@wightco.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3: (*List name, address, and other contact information.*)

Jason Dwyer

User Notes:

Init.

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President, Design & Construction Wight Construction Services, Inc. 2500 North Frontage Road Darien, Illinois 60561 jdwyer@wightco.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work: (List any Owner-specific requirements for subcontractor procurement.)

All of the trade contraction work shall be coordinated with and procured in accordance with DuPage County Purchasing requirements, including but not limited to the DuPage County Procurement Ordinance and applicable Illinois law.

- § 1.1.15 Other Initial Information on which this Agreement is based:
- § 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, requirements of the DuPage County Procurement Ordinance and applicable Illinois law, other documents listed in this Agreement, and Modifications agreed in writing after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

For the Preconstruction Phase, AIA Document A201TM–2017, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

(Paragraphs deleted)

CONSTRUCTION MANAGER'S RESPONSIBILITIES ARTICLE 3

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts. The Construction Manager must not commence any billable work prior to the Owner's execution of this Agreement and/or until any further required documents have been submitted and approved. Work done prior to these circumstances shall be at the Construction Manager's sole risk.

- § 3.1.2 The Construction Manager shall engage the Architect to provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed and qualified design professionals. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 3.1.2.1 The Architect's Basic Services include usual and customary structural, mechanical, and electrical engineering services as required for the Project.
- § 3.1.2.2 The Construction Manager shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants.
- § 3.1.2.3 The Construction Manager shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect is responsible for creating, filing, and refiling all documentation required by governmental authorities for approval to construction and occupy the space.
- § 3.1.2.4 The Construction Manager shall review the Design Development documents prepared by the Architect and other information furnished by the Owner prior to submitting a Guaranteed Maximum Price for the Project.
- § 3.1.2.5 Upon Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Construction Manager shall have the Architect prepare Construction Documents. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
- § 3.1.2.6 The Construction Manager shall have the Architect incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 Indemnification

The Construction Manager shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the Owner and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Construction Manager and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). The Construction Manager shall further require its subcontractors and suppliers engaged to perform work on the Project to execute equivalent agreements to indemnify, defend, and hold harmless the Owner. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the Owner, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Construction Manager shall likewise be liable for the cost, fees and expenses incurred in the Owner's or the Construction Manager's defense of any such claims, actions, or suits. The Owner does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., by reason of indemnification or insurance.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, Owner's on-going operations, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

(Paragraph deleted)

§ 3.1.7 through 3.1.10 Intentionally Omitted.

(Paragraphs deleted)

§ 3.1.11 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project. The Construction Manager shall provide a list of recommended bidders for the Project and submit to Owner. The Owner shall promptly review the list of recommended bidders and inform the Construction Manager if any proposed bidder is otherwise disqualified under state law or local ordinance from performing this work. The Construction Manager shall then recommend alternate bidders as necessary.

(Paragraphs deleted)

§ 3.1.12 Procurement

The Construction Manager shall prepare, in consultation with the Architect for the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. The Construction Manager shall comply with the DuPage County Procurement Ordinance and the Prevailing Wage Act as applicable.

(Paragraphs deleted)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Guaranteed Maximum Price is established as detailed in Exhibit A.

§ 3.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3

(Paragraphs deleted) Intentionally omitted.

§ 3.2.4 In the Guaranteed Maximum Price (Exhibit A), the Construction Manager has included its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. The Construction Manager's contingency can be used by the Construction Manager, at its sole discretion, for any costs which are Cost of the Work items as defined in Section 6. The Construction Manager shall apprise the Owner of its contingency usage and maintain a record of same. The Construction Manager's contingency cannot be used to modify the Construction Manager's fee or general conditions without written pre-approval of the Owner. The Owner's Contingency, as specified in the Guaranteed Maximum Price, cannot be used by the Construction Manager without the written pre-approval of the Owner.

§ 3.2.5 Intentionally omitted.

§ 3.2.6 Intentionally omitted.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

(Paragraphs deleted)

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's approval of this Agreement or the Owner's issuance of a Notice to Proceed, whichever occurs later.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes to the Owner and Architect,

§ 3.3.2.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.3 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.2 above.

(Paragraphs deleted)

§ 3.3.3 Construction Administration Services

§ 3.3.3.1 The Construction Manager shall engage the Architect to provide Construction Administration services defined in Sections 3.3.3.2 through 3.3.3.6. These services which may be performed by the Architect are separate and distinct from the Agreement directly between the Architect and the Owner referenced in Section 4.3 below.

§ 3.3.2 The Architect shall visit the Work site at intervals appropriate to the stage of construction, 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. On the basis of the site visits, the Architect shall 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 Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 3.3.3.3 The Architect shall review and approve or take other appropriate action upon the Subcontractor'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. 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 shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, or where the Architect is required to make such determinations per its agreement with the Owner, 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.

- § 3.3.3.4 The Architect shall review and respond to requests for information about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- § 3.3.3.5 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.
- § 3.3.3.6 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. The Architect shall prepare a punch list of Work that is incomplete or not in conformance with the Contract Documents.

§ 3.4 Professional Services

Section 3.12.10 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 3.5 Hazardous Materials

Section 10.3 of A201–20017 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

- § 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.
- § 4.1.2 Intentionally omitted.
- § 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements

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and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

- § 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.
- § 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234TM—2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner has retained the Architect to provide normal and customary professional design services, duties and responsibilities under a separate agreement up to 75% of the Architectural and Engineering Services needed for the complete Project. The Construction Manager shall retain the Architect for the remaining 25% of the Architectural and Engineering Services with this Agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Construction Manager's Preconstruction Phase Fee shall be a fixed fee of: Twenty Seven Thousand Dollars (\$27,000.00)

- § 5.1.1.2 Compensation for Architect's Services. For the Architect's Services outlined in this Agreement, the Owner shall compensate the Construction manager a fixed fee of Two Hundred Thirty Seven Thousand Two Hundred Fifty Dollars (\$237,250.00)
- § 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions,

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assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

(Paragraph deleted)

§ 5.2 Payments

- § 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.
- § 5.2.2 Payments for preconstruction phase services are due and payable within sixty (60) days of the presentation of the Construction Manager's complete invoice in accordance with the Local Government Prompt Payment Act. Amounts unpaid within timeframes outlined in the Local Government Prompt Payment Act shall bear interest at the rate (Paragraphs deleted)

allowed in the Local Government Prompt Payment Act.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee is calculated as 3.25% of the Cost of the Work identified in the Guaranteed Maximum Price and is lump sum value of Four Hundred Sixteen Thousand Dollars (\$416,000).

§ 6.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Change Order for amount agreed upon by the Owner and Construction Manager. Additional project scope that may be added using the Owner's Contingency shall include an increase in Construction Manager's fee of 3.25% of the Cost of Work of that added scope.

§ 6.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten Percent (10%)

(Paragraphs deleted)

§ 6.1.5 Intentionally omitted.

- § 6.1.6 The Construction Manager's General Conditions shall be included in the cost of the work for which the Construction Manager shall be paid a lump sum of One Million One Hundred Seventy Six Thousand Dollars (\$1,176,000)...
- § 6.1.7 The Construction Manager shall be paid a fixed percentage of 1.1% of the Contract Sum for the Construction Manager's Insurance.
- **§ 6.1.8** The Construction Manager shall be paid a fixed percentage of 1.0% of the Contract Sum for providing a Payment and Performance Bond covering 100% of the Contract Sum.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Exhibit (Exhibit A), as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

If the final Contract Sum is less that the Guaranteed Maximum Price, 100% of all Project Savings and/or remaining Project Contingency shall be credited to and retained by the Owner (DuPage County).

§ 6.3 Changes in the Work

- **§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. Change Orders must comply with the Illinois Criminal Code, 720 ILCS 5/33E-9.
- **§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.
- **§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- **§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

(Paragraph deleted)

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

- § 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.
- § 7.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.
- § 7.1.3 Work is covered by the Illinois Prevailing Wage Act (820 ILCS 130/)(the "Act') and, accordingly, all labor, including Subcontractors' labor, shall be paid at the applicable prevailing rate. Construction Manager shall require invoices containing charges for work subject to the Act to be accompanied by the applicable Certified Transcript of Payroll form(s) as a condition of payment with all billed rated ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the Construction Manager may not pay less than the revised rates of wages. Construction Manager shall periodically review the then current wage rate information published by the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the Construction Manager to review the rates applicable to the Work at regular intervals in order to insure the timely payment of current rates. Provision of this information to the Construction Manager, satisfies the notification of revisions by the Owner pursuant to the Act, and the Construction Manager agrees that no additional notice is required. The Construction Manager shall notify each of its Subcontractors and suppliers of the revised rates of wages. The Construction Manager shall maintain records documenting its compliance therewith in accordance with the Act.

§ 7.2 Labor Costs

§ 7.2.1 Costs of personnel directly employed by the Construction Manager in the management, planning, supervision and documentation of the Work. These costs are included in the Guaranteed Maximum Price as part of the fixed price for General Conditions

(Paragraphs deleted)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

Init.

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User Notes:

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

- § 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.
- § 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items § 7.5.1 Intentionally deleted.

- § 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.
- § 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- § 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- § 7.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory and administrative personnel incurred while traveling in discharge of duties connected with the Work.
- § 7.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

(Paragraphs deleted)

- § 7.6.2 Applicable sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable. The Owner shall not be required to pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-06. A copy of the exemption letter is available upon written request
- § 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.
- § 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.
- § 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of the AIA Document A201-2017 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

(Paragraph deleted)

§ 7.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 7.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

- § 7.7.1 Other costs incurred in the performance of the Work, to the extent approved in advance in writing by the Owner.
- § 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.
- § 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by foreseeable events within the reasonable control of said parties, or the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.
- § 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

- § 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.
- § 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

- § 7.9.1 The Cost of the Work shall not include the items listed below:
 - Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
 - Expenses of the Construction Manager's principal office and offices other than the site office; .2
 - .3 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
 - The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
 - .5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
 - .6 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
 - Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
 - 8. Costs for services incurred during the Preconstruction Phase except as identified elsewhere in the Agreement.

DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 No portion of the Work shall be performed by the Construction Manager. All work shall be performed by Subcontractors pursuant to their respective agreements with the Construction Manager.

(Paragraphs deleted)

- § 9.2 All aspects of the performed work will be awarded to provide the best value to DuPage County.
- § 9.3 Construction Manager shall receive copies of bids and complete a scope review of all trade contractor and/or supplier bids, prepare bid analyses and make recommendations to the Owner's Designated Representative for the award of the Contracts or rejection of bids.
- § 9.4 If the Guaranteed Maximum Price has been established and when a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
- § 9.5 Subcontracts and/or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If a Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10, below.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Payments for construction phase services are due and payable within sixty (60) days of presentation of the Construction Manager's invoice in accordance with the Local Government Prompt Payment Act. Amounts unpaid within timeframes outlined in the Local Government Prompt Payment Act shall bear interest at the rate allowed in the Local Government Prompt Payment Act.

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

- § 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. The Construction Manager shall collect copies of certified payroll and lien waivers from all subcontractors and provide copies to the Owner.
- § 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.
- § 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- § 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.
- § 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.
- § 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- § 11.1.7 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
 - Add the applicable portion of the Construction Manager's Fee, less retainage of ten percent (10%) as computed below. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Article 6. There shall be no retainage held on the Construction Manager's compensation items defined in Section 6.1.6, 6.1.7 and 6.1.8;
 - .4 Intentionally omitted.
 - .5 Subtract the aggregate of any amounts previously paid by the Owner;
 - **.6** Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate of Payment as provided in Section 9.5 of AIA Document A201-2017.

(Paragraphs deleted)

§ 11.1.8 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

(Paragraphs deleted)

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

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

The Owner's final payment to the Construction Manager shall be made in compliance with the Local Government Prompt Payment Act after the issuance of the Architect's final Certificate for Payment.

§ 11.2.2 The Owner's auditors may at their election review and report in writing on the Construction Manager's final accounting within sixty (60) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect shall, within seven (7) days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2017. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

(Paragraphs deleted)

§ 11.2.3 Intentionally omitted.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

(Paragraphs deleted)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 The Construction Manager and Owner are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Construction Manager and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. Construction Manager and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Construction Manager's Representative and Owner's Representative. If a dispute or disagreement cannot be resolved through Construction Manager's Representative and Owner's Representative, Construction Manager's designated senior representative, upon the request of

either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

(Paragraphs deleted)

§ 12.2 For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Article 15 of AIA Document A201–2017	
[X]	Litigation in the 18th Judicial Circuit Court – DuPage County	
[]	Other: (Specify)	

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

(Paragraph deleted)

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 If the Owner terminates the Contract pursuant to Section 13.1.2 after the commencement of the Construction Phase, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.3. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

(Paragraphs deleted)

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement incurred prior to the date of receipt of the notice of termination, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs incurred prior to the date of receipt of the notice of termination necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment Subject to the provisions of Section 13.2.1 and 13.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2017.

§ 13.2.1 If the Owner terminates the Contract, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 13.1.2 and 13.1.3 of this Agreement.

§ 13.2.2 If the Construction Manager terminates the Contract, the amount payable to the Construction Manager under Section 14.1.3 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received under Sections 13.1.2 and 13.1.3 above.

(Paragraphs deleted)

§ 13.2.3

(Paragraphs deleted)

In addition to the provisions afforded the Owner in Article 14 of AIA Document A201-2017, for termination of the Contract, the Owner may suspend work and terminate all or a portion of the Contract in the event of a significant federal funding change in federal reimbursement to the County for operations of the Care Center upon 7-days written notice from Owner to Construction Manager. The Parties would work together to determine the best course of action to complete this work suspension if needed.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

§ 13.4 Termination for Exigent Circumstances

In the event of the Construction Manager's failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the Construction Manager is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any procurement statute or ordinance, in which case termination shall be effective immediately upon receipt of notice from the Owner, at the Owner's election. The amount payable to the Construction Manager shall be calculated in the manner set forth in Paragraph 13.2 above.

§ 13.5 Termination for Breach, Non-Appropriation, and Damages

The Owner may terminate based on the Construction Manager's breach or default. Unless the breach or default creates an emergency situation, as determined in the Owner's sole discretion, the Construction Manager shall be given notice and a ten (10) day opportunity to cure before the termination becomes effective

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017.

§ 14.2 Ownership and Use of Documents

Section 1.5 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

(Paragraphs deleted)

§ 14.3 Governing Law and Venue

The laws of the State of Illinois shall govern this Agreement as to both interpretation and performance. Venue for all disputes arising hereunder shall be the 18th Judicial Circuit Court, DuPage County, Illinois.

(Paragraphs deleted) (Table deleted)

(Paragraphs deleted)

§ 14.4

(Paragraphs deleted)

Assignment

User Notes:

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without

Init.

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the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2017, 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.

ARTICLE 15 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2017.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017.)

Type of Insurance or Bond See Exhibit C Limit of Liability or Bond Amount (\$0.00)

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 16.2 The following documents comprise the Agreement:

- .1 AIA Document A133TM–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201TM_2017, General Conditions of the Contract for Construction
- .3 Other documents, if any, listed below:

AIA Document A133–2019 Exhibit A, Guaranteed Maximum Price Amendment Exhibit B – GMP Detail dated July 24, 2025 Exhibit C – Insurance Requirements

This Agreement is entered into as of the day and year first written above Signature on File

OWNER (Signature)	CONSTRUCTION MANAGER (Signature)
Deborah Conroy Chair, DuPage County Board	Jason Dwyer, President Design & Construction
(Printed name and title)	(Printed name and title)
(Paragraphs deleted)	

(2053920602)

Guaranteed Maximum Price Amendment

This Amendment dated the 26th day of August in the year 2025, is incorporated into the accompanying AIA Document A133TM—2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 26th day of August in the year 2025 (the "Agreement")

(In words, indicate day, month, and year.)

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

Kenneth Moy DuPage County Care Center East Building Renovation 400 N. County Farm Rd. Wheaton, IL 60187 DuPage County, Illinois

THE OWNER:

(Name, legal status, and address)

County of DuPage, Illinois 421 N. County Farm Road Wheaton, Illinois 60187

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Wight Construction Services, Inc. 2500 North Frontage Road Darien, Illinois 60561

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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.

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

- § A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixteen Million One Hundred Sixty Six Thousand Five Hundred Dollars (\$16,166,500.00, subject to additions and deductions by Change Order as provided in the Contract Documents.
- § A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Attached as Exhibit B

- § A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.
- § A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.
- § A.1.1.5 Alternates

Price.

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Price Alternates identified in Exhibit B are not included in the Guaranteed Maximum

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Price **Conditions for Acceptance**

Alternates identified in Exhibit B may be accepted by the Owner following execution of this Exhibit A.

§ A.1.1.6 Unit prices, if any:

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

Units and Limitations Price per Unit (\$0.00) **Item** None

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- []The date of execution of this Amendment.
- [X] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

Construction is anticipated to start in July of 2026, pending approvals from all of the relevant permitting authorities and completion of the current construction ongoing at the facility.

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

2

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[]	Not later than () calendar days from the date of commencement of the Work.	
[]	X]	By the following date: August 31, 2027	

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

(Paragraph deleted)

INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document Title Date **Pages** See Exhibit B

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit B

Section Title Date **Pages**

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

The Guaranteed Maximum Price is based on the scope of work included as Exhibit B – GMP Detail.

Number Title Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

3

Title Date **Pages**

Not Applicable

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.)

> **Price** Item

Permits & Testing \$384,000 Regulatory Compliance Allowance \$350,250 Owner's Contingency \$2,000,000

Owner's Contingency may only be used at the written direction of the Administrator of the Care Center or the Chief Administrative Officer of the County.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption and clarification.)

Exhibit B – GMP Detail

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit B - GMP Detail

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND **SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified

(List name, discipline, address, and other information.)

Architect and Engineer: Wight & Company 2500 North Frontage Road Darien, IL 60561

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

OWNER (Signature)	CONSTRUCTION MANAGER (Signature)

Deborah Conroy Chair, DuPage County Board Jason Dwyer, President Design and Construction

(Printed name and title) (Printed name and title)

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Kenneth Moy DuPage County Care Center East Building Renovation 400 N. County Farm Road Wheaton, IL 60187 DuPage County, Illinois

THE OWNER:

(Name, legal status and address)

County of DuPage, Illinois 421 N. County Farm Road Wheaton, IL 60187

THE ARCHITECT:

(Name, legal status and address)

Wight & Company 2500 North Frontage Road Darien, IL 60561

TABLE OF ARTICLES

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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

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.

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

- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 **CLAIMS AND DISPUTES**



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202TM_2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fifteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- **§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- **§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor must not commence any billable work prior to the Owner's execution of this Agreement and/or until any further required documents have been submitted and approved. Work done prior to these circumstances shall be at the Contractor's sole risk.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice,

the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

- § 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.
- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all .1 required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings,

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Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the intentionally wrongful, reckless, and/or negligent errors, 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, as well as for any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the Owner, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the Owner's or the Contractor's defense of any such claims, actions, or suits. The Owner does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance. The Contractor shall require all subcontractors performing the Work to execute an equivalent agreement to indemnify the Owner.

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

ARTICLE 4 **ARCHITECT**

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor,

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and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

- **§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

- **§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- **§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will

be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

- **§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- **§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- **§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, then to the extent permitted by applicable law, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- **§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the

Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- **§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
- **§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Change Orders must comply with the Illinois Criminal Code, 720 ILCS 5/33E-9.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
 - .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
 - .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:
 - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
 - .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
 - .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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

prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

- **§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- **§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- **§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be

made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- **§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted, in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.
- § 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

- § 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
 - .1 employees on the Work and other persons who may be affected thereby;
 - .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
 - .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

User Notes:

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§ 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

- § 11.2.1 The Owner shall maintain self-insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents.
- § 11.2.2 Failure to Maintain Required Self-Insurance. If the Owner fails to maintain the required self-insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to maintain coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.
- § 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any self-insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be

effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.
- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law and Venue

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. Venue for any disputes arising hereunder shall be the 18th Judicial Circuit Court, DuPage County, Illinois.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate provided for by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
 - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

- **§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

(1314355574)

§ 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 litigation in the appropriate venue as provided for in Article 13.1.

(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.

§ 15.3 Dispute Resolution

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to litigation in the appropriate venue as provided by Article 13.1.

(Paragraphs deleted)

User Notes: (1314355574)



DuPage Care Center

East Building Renovation

GMP DETAIL

07.24.2025 EXHIBIT B





Contents

- 1. GMP Summary
- 2. Qualifications and Clarifications
- 3. Scope and Responsibility Matrix
- 4. List of Drawings
- 5. Phasing and Logistics plan
- 6. Schedule





1.

GMP Summary







GMP Estimate

7/24/2025

Building Area Square Footage:	34,400 sf	
Hard Construction Costs		Estimated Costs
Demolition		\$303,000
Interior Construction		\$4,425,000
Plumbing		\$470,000
Fire Protection		\$250,000
HVAC		\$1,489,000
Electrical & Low Voltage		\$2,173,000
Furniture		\$400,000
General Conditions/General Requirements		\$1,176,000
Subtotal Construction Costs		\$10,686,000

Contingencies and Escalation	Factor	Estimated Costs
Escalation (one year)	4%	\$427,000
Construction Contingency	12%	\$1,334,000
Subtotal		\$1,761,000

Allowances	Estimated Costs
Regulatory Compliance Allowance	\$350,250

Subtotal	\$350,250

Estimated Construction Budget w/Contingencies \$12,797,250

Soft Costs		Estimated Costs
CM Fee	3.25%	\$416,000
Preconstruction Fee	LS	\$57,000
G&L Insurance	1.1%	\$146,000
P&P Bond	1%	\$134,000
A/E Fee	LS	\$931,750
Permitting & Testing	3%	\$384,000
Commissioning Fee	LS	\$25,000
Subtotal		\$2,093,750

Owner's Contingency \$2,000,000

Total Project Costs	\$16,891,000
less previoulsy approved design contract	(\$724,500)
GMP Contract Authorization Value	\$16,166,500

Alternates	Estimated Costs
1. Replace Lighting in Offices	\$13,063
2. Provide (2) switches for all Resident Restrooms	\$19,322
3. Replace (104) fire rated door frames	\$297,184
4. Provide plastic laminate shelving in Resident Rooms	\$11,430
5. Keep Med Room 1422 devices on west wall as is	-\$680
6. Relocate devices on Med Room 2418 west wall	\$52,388
7. Light fixtures F-6 ALT in lieu of light fixture cluster F-6 A/B/C	-\$8,300
7. Eight interest of AET in new of right interest endset 1 of April	φ0,00

2.

Qualifications and Clarifications





2. Qualifications and Clarifications

Assumes no asbestos removal

Kneewall against exterior wall for fan coil to remain

New resident room soap dispensers, paper towel dispensers, shower chair, and safe by owner Existing lift in Assist. Bath rooms to be re-used by owner

Med Room fridge by owner

Fridge, ice & water machine, coffee maker, microwave, toaster at Nutrition/Break Rm by owner All existing door frames to remain unless noted otherwise

Existing window trim to remain

New window treatments not included

Cameras & camera system to remain as is

Resident/Low Pressure Resident room bed by owner

Salvage/reinstall of existing furniture by owner

No other ADA renovations included besides bathrooms 148 & 149





3.

Scope and Responsibility Matrix







are Cente	er East Building - Scope Responsibility M	latrix					_	7/24/202
	Description	Area	Furn. By	Install. By	Included in Project scope	Outside Project scope (Owner provided)	Allowance	
uilding - Gen	eral Elements		•					
General	Site Furnishings	Exterior	0	0		√		No Exterior Site Furnishings planned, if any are required - by Owner
General	Roller Shades / Window Treatments	Interior	0	0		√		
General General	Motors for Roller Shades Basic Code Required Room Signage	Interior	N/A C	N/A C	√	√	√	Includes room signage required for Building Code Compliance and minimal wayfiniding signage as shown in DD Drawings.
General	Specialty Signage / Branding Signage / Wayfinding Signage	Interior & Exterior	N/A	N/A		✓		
General	Walk Off Mats	Interior	0	0		✓		No walk off mats are included in the scope of work.
General	Fire Extinguishers & Cabs General Areas	Interior	N/A	N/A		✓		Existing to remain as-is.
General	Fire Extinguishers - Specialty Areas	Interior	N/A	N/A		√		If special medical uses, such as storage of hazardous materials, are intended that hav additional requirements above and beyond those for I-2 occupancy, additional safety equipment to be provided by Owner.
General	Lockers or Lockable Storage	Interior	С	С	✓			As indicated in Documents at employee areas.
General	Roof replacement and exterior wall maintenance	Exterior	0	0		√		Exterior envelope is not being evaluated or modified as part of this scope of work.
General	New fire alarm devices where indicated	Interior	N/A	N/A		✓		Included in other scope of work currently being performed.
General	New Fire Alarm Control Panel	Interior	N/A	N/A		✓		
General	White Noise System	Interior	N/A	N/A		✓		
General	Speaker System / Paging	Interior	С	С	√	✓		Any existing devices would be reused / reinstalled as desired, but no new system is included.

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are Cente	er East Building - Scope Responsibility N	Natrix Area	Furn. By	Install.	Included in Project scope	Outside Project scope (Owner provided)	Allowance	7/24/202
		700	-,		СССРС	promouy	7	
General	Exterior Doors	Exterior	N/A	N/A		√		Budgets for exterior doors are included in the Capital budgets, but East wing exterior doors are not included in the GMP
General	Millwork & Casework	Interior	С	С	√			As Shown on drawings, which is typically a in-kind replacement of what is existing alowith a few additions as noted.
General	Major mechanical systems, AHUs, ductwork	Interior / Exterior	N/A	N/A		√		Existing systems assumed to remain and to be re-used as-is. Capital improvements to these systems are to be budgeted outside this GMP.
								VAV modifications moved from capital
General	VAV modifications	Interior / Exterior	С	С	✓			budget to this budget to facilitate above ceiling work.
General	Major electrical systems, panels, conduit and wiring	Interior / Exterior	N/A	N/A		√		Existing systems assumed to remain and to be re-used as-is. Capital improvements to these systems are to be budgeted outside this GMP.
General	Major plumbing systems, equipment and piping	Interior / Exterior	N/A	N/A		√		Existing systems assumed to remain and to be re-used as-is. Capital improvements to these systems are to be budgeted outside this GMP.
General	Major fire protection systems, equipment and piping	Interior / Exterior	N/A	N/A		√		Existing systems assumed to remain and to be re-used as-is. Capital improvements to these systems are to be budgeted outside this GMP.
	Security, Access Control, Audiovisual, & Low							
General	Voltage	Throughout						See Technology Matrix
te - General	Liements		T	I				Pavement modifications that were discuss
General	Paving Modifications	Exterior	N/A	N/A		√		for capital budget are not included in this GMP. A separate budget for these items to be provided.

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Caro Conto	er East Building - Scope Responsibility M	latriv						7/24/2025
Care Cente	Description	Area	Furn. By	Install. By	Included in Project scope	Outside Project scope (Owner provided)	Allowance	
FFE - General	Elements		•	•	•	•		
General	Furniture	Interior	С	С	✓			Included as indicated in the furniture quote. Beds, shower chairs, mailboxes, and medical furnishings are by the County.
General	Equipment - Bulletin Boards & White Boards	Interior	0	0		✓		
General	Medical Furnishings - Exam tables, lifts, shower chairs, exercise equipment, physical therapy equipment, wheelchairs, walkers, etc.	Interior	0	0		✓		
General	Door Flag System	Interior	N/A	N/A		✓		
General General	Medical Equipment - Wall Diagnostic Equipment, Biohazard Bins, Glove dispensers, Hand Sanitizer Dispensers, Sharps Disposals, etc. Medical Storage Equipment	Interior	0	0		✓ ✓		Owner to advise any elec. req. beyond those shown in Contract Documents Medical Storage, Sterilization Equipment, Hazardous Materials Storage is not included in the project.
General	Removal of Exisitng Furnishings	Interior	0	0		✓		All removal and salvage of furnishings by Owner.
General	Health or Safety Equipment Required for Medical Space Function or Compliance with Regulatory Agencies	Interior	N/A	N/A		√		We are not aware of any spaces requiring medical safety prevention measures, such as chemical exposure or other. If there are such spaces, any safety equipment or measures are to be provided by the Owner.
General	Privacy Curtain in Resident Rooms	Interior	C	С	✓			Provided in exisitng track, per drawings.
General	Privacy Curtain Track	Interior	С	С	✓			Typically re-using existing except where track is indicated on drawings.
General	Carts or other movable furniture/equipment	Interior	0	0		✓		

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Care Cente	er East Building - Scope Responsibility M	atrix						7/24/202
	Description	Area	Furn. By	Install.	Included in Project scope	Outside Project scope (Owner provided)	Allowance	Comment
				'				Soap dispensers, Paper Towel Dispensers,
General	Toilet Accessories	Interior	С	С	✓			by county
General	Electric Hand Dryers	Interior	N/A	N/A		✓		Paper towels
General	Trash / Recycling Receptacles	Interior	0	0		✓		Except at Resident Rooms
General	Trash / Recycling Receptacles	Resident Rooms	С	С	✓			
General	Computers & Related, Copy Machines, Printers	Interior	0	0		✓		Owner to advise any elec. req. beyond thos shown in Contract Documents
General	Display Monitors	Interior	С	С	✓			All TVs as indicated in matrix.
General	Art Work	Interior	N/A	N/A		✓		
General	Projection Screen(s) & Projection Equipment	Interior	N/A	N/A		✓		Owner to advise any elec. req. if any new screens are needed.
General	Task Lighting	Interior	N/A	N/A		✓		Owner to advise any elec. req. if task lighting is desired.
General General	Appliances - Dishwashers, Refrigerators, Microwaves, Water Machines, Coffeemakers, Toasters, Vending Machines Washer & Dryer	Interior Interior	0	0		✓ ✓		
General	Any other furnishings, furniture or equipment not	interior	U	0		•		
General	listed	Interior	0	0		✓		
xisting Adjace	ent Buildings							
								Modifications that were discussed for capit budget are not included in this GMP, excep VAV as noted above. A separate budget for
General	Existing Adjacent Care Center Upgrades & Repairs		N/A	N/A		✓		these items will be provided.
General	Re-work of 2 single user restrooms noted to bring up to ADA compliance	Interior	С	С	✓			

7/25/2025 4 of 8



Care Cente	er East Building - Scope Responsibility N	/latrix						7/24/202
	Description	Area	Furn. By	Install. By	Included in Project scope	Outside Project scope (Owner provided)	Allowance	
nstruction			•					
	Temp Power		С	С	✓			Connections by WCS, Consumption by WC
	Temporary Utilities		0	0		✓		
	Building Security		0	0		✓		
	Site Construction Security Systems		N/A	N/A		✓		
	Construction Safety		С	С	✓			Limted to construction fencing. Off hours watchman, cameras, and etc is NIC
	Construction Photos		С	С	✓			
	P&P Bond		С	С	√			DuPage County is responsible for all deductibles
	Temporary Heat / Winter Protection		N/A	N/A		✓		
	Temporary Site Fencing		С	С	✓			
	Project Signage		С	С	✓			
	Building Permits		С	С	✓		✓	Project to be permitted through DuPage County and 2021 IBC.
	Cleaning - Broom Cleaning		С	С	✓			To be provided at substantial completion
	Cleaning - Deep Cleaning		0	0		✓		
	Temporary Dumpsters for debris generated by WCS		С	С	✓			
	Surveying		N/A	N/A		✓		
	Commissioning		С	С	✓			
	Testing ITL		С	С	✓			
	Environmental Testing / Monitoring		N/A	N/A		✓		No Testing or Abatement is assumed.
	Temp Gas / Water		0	0		✓		
	Excavation Test Pits		N/A	N/A		✓		
	Underground Tank & Obstruction Removal and associated spoils removal		N/A	N/A		✓		
	ComEd Relocations		N/A	N/A		✓		
	Parking Relocation & Jersey Barriers		C	C	✓		✓	

7/25/2025 5 of 8



Care Center East Building - Scope Responsibility M	atrix						7/24/2	025
					Outside			
					Project			
				Included	scope			
		Furn.	Install.	in Project	(Owner			
Description	Area	Ву	Ву	scope	provided)	Allowance	Comment	
Removal of Owner FFE & other items from space		0	0		✓			
Existing Facility Protection		С	С	✓				
Damage Survey		С	С	✓			Before andafter photos.	
Vibration Monitoring		N/A	N/A		✓		Confirm if needed?	
Key								
Contractor = C								
Owner= O								

7/25/2025 6 of 8



Care Center East Building - Techno	logy Sco	oe Respons	sibilities			7/24/2025
	Device	Conduit / Cable Tray (If Needed)	Cabling	Storage / Mgmt. System	Allowance	Notes
Security	'	'		!		
Security Systems	0	0	0	0		Existing security system to remain as-is
Security Cameras (Exterior)	0	0	0	0		Existing cameras to remain as-is
Security Cameras (Interior)	0	0	0	0		Existing cameras to remain as-is or to be removed, salvaged, and reinstalled as required by scope.
Nurse Call System	С	0	С	0		New call devices at exisitng locations, as indicated in technology drawings.
Panic Buttons	С	N/A	С	N/A		1 panic button at nurse station each floor only.
Motion Detectors	N/A	N/A	N/A	N/A		
Access						
Card Readers, Door Hardware, Remote Release, Request to Exit Devices	С	0	0	0		Where indicated on drawings (med room only)
Keycards	0	0	0	0		
Push Button Door Operators & Actuators	N/A	N/A	N/A	N/A		Not Currently Included in Project
Intercoms system	N/A	N/A	N/A	N/A		Exisitng system to remain
Door Position Switch	N/A	N/A	N/A	N/A		Exisitng system to remain
Hands-Free Door Operation	N/A	N/A	N/A	N/A		Not Currently Included in Project
Window Intrusion Monitoring	N/A	N/A	N/A	N/A		Not Currently Included in Project
Audio Visual					•	
WiFi Access Points	0	N/A	С	N/A		Device by Owner, cabling by Contractor
TVs	С	С	С	N/A		Owner's IT Department to coordinate installation with Contractor
Blocking for Video Displays	С	N/A	N/A	N/A		
Over Air TV System	С	С	С	С		
Projection Equipment & Screens	N/A	N/A	N/A	N/A		
AV Equipment	N/A	N/A	N/A	N/A		Owner's IT Department to coordinate installation with Contractor
AV Controls	N/A	N/A	N/A	N/A		Owner's IT Department to coordinate installation with Contractor
AV Floor / Wall Boxes	N/A	N/A	N/A	N/A		Owner's IT Department to coordinate installation with Contractor
Data TVs	С	С	С	N/A		Data to resident room TVs not included in base, but alternate provided.
Speakers	0	0	0	N/A		Owner's IT Department to coordinate installation with Contractor
Sound Masking	N/A	N/A	N/A	N/A		Not Currently Included in Project
Technology	1			-	1	,
Incoming Conduit / Cabling to Data Room	N/A	N/A	N/A	N/A		Creation of new data room included in capital budget.
Data Racks & Telecomm Equipment	0	0	0	0		

7/25/2025 7 of 8



Care Center East Building - Technology	gy Scop	e Respon	sibilities		7/24/2025
Servers, switches, routers, firewalls	0	0	0	0	
Activations and final programing	0	0	0	0	
Connections to the County's Voice or Data Network	0	0	0	0	
Support Infrastructure in Communications Rooms	0	0	0	0	
Copper and Fiber Optic Vertical Backbone Infrastructure	0	0	0	0	
Install Networking Equipment and Wireless Devices	0	0	0	0	
CWAS System	0	0	0	О	
Connections to other County systems not listed	0	0	0	0	
Data Boxes (Excluding AV)	С	С	С	0	Contractor provides floor or wall box as shown on drawings
Phones	0	С	С	0	Contractor provides floor or wall box as shown on drawings. Existing to remain in resident rooms. Data only at typical Nurse Station workstation. 1 wired phone at nurse stations - exisitng to be re-used with new millwork.

Kev

C= Provided by Contractor (Included in GMP)

O= Provided By Owner (Excuded from GMP)

N/A = Not Applicable

7/25/2025 8 of 8

4.

List of Drawings





DUPAGE CARE CENTER EAST BUILDING RENOVATION DRAWING LIST

NOTE: Drawing List indicates the drawing sheets that were used in developing the scope of the project for bid and GMP. Refer to the "GMP Qualifications and Clarifications" and "Scope responsibility Matrix" included in this GMP proposal for additional clarification, specifically as it relates to work outside the Contract, possible future phases, and work performed by the Owner, which may not be specifically listed or excluded on the drawings.

DRAWING LIST

ISSUED FOR DD DRAWINGS DATED 06/27/2025 108 SHEETS

DESIGN DEVELOPMENT BOOK DATED 07/10/2025 73 PAGES



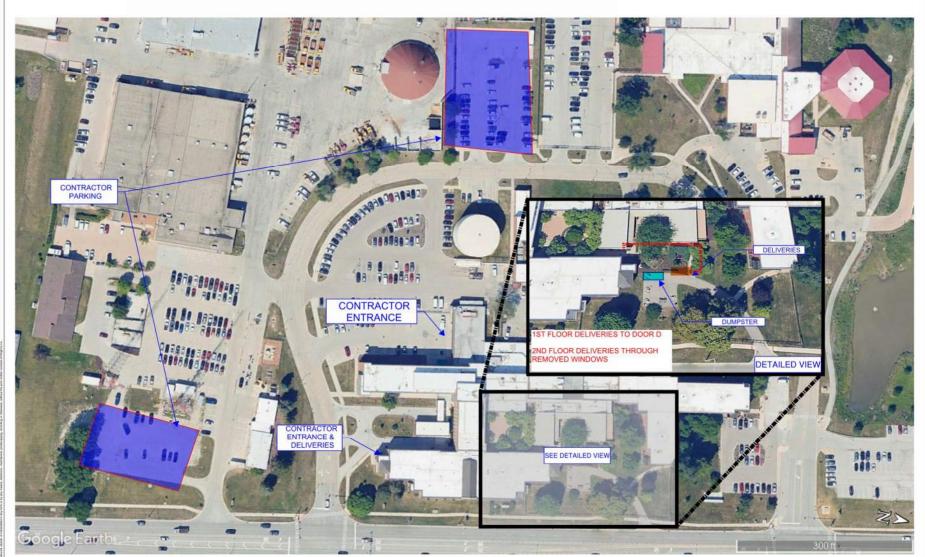


5

Phasing and Logistics Plan







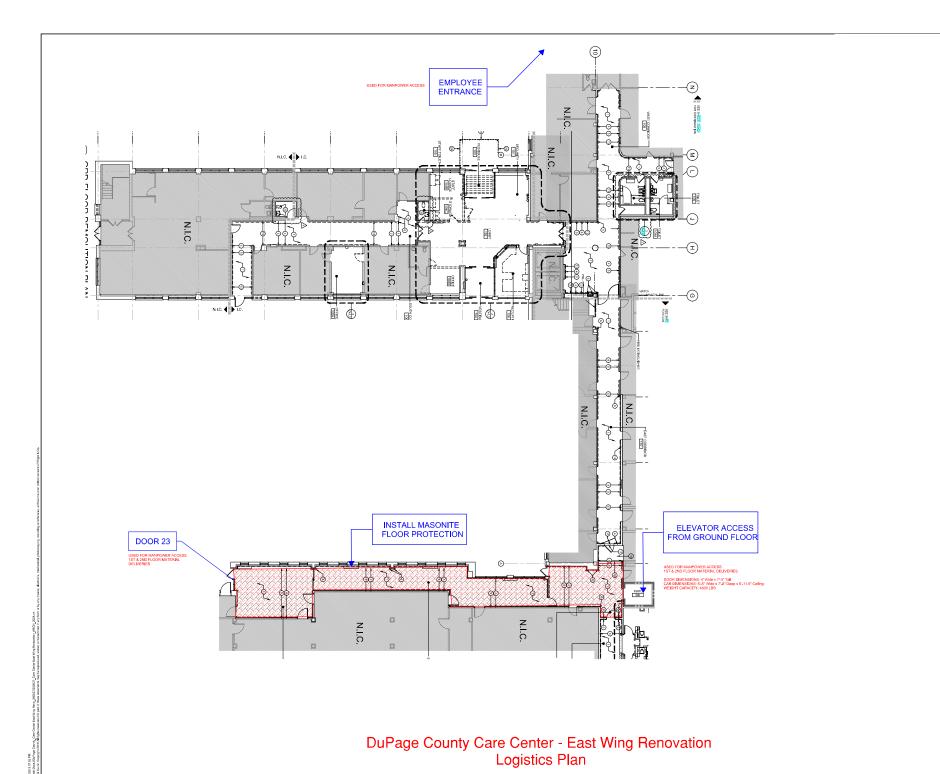






DUPAGE COUNTY CARE CENTER - EAST WING RENOVATION

SITE LOGISTICS PLAN

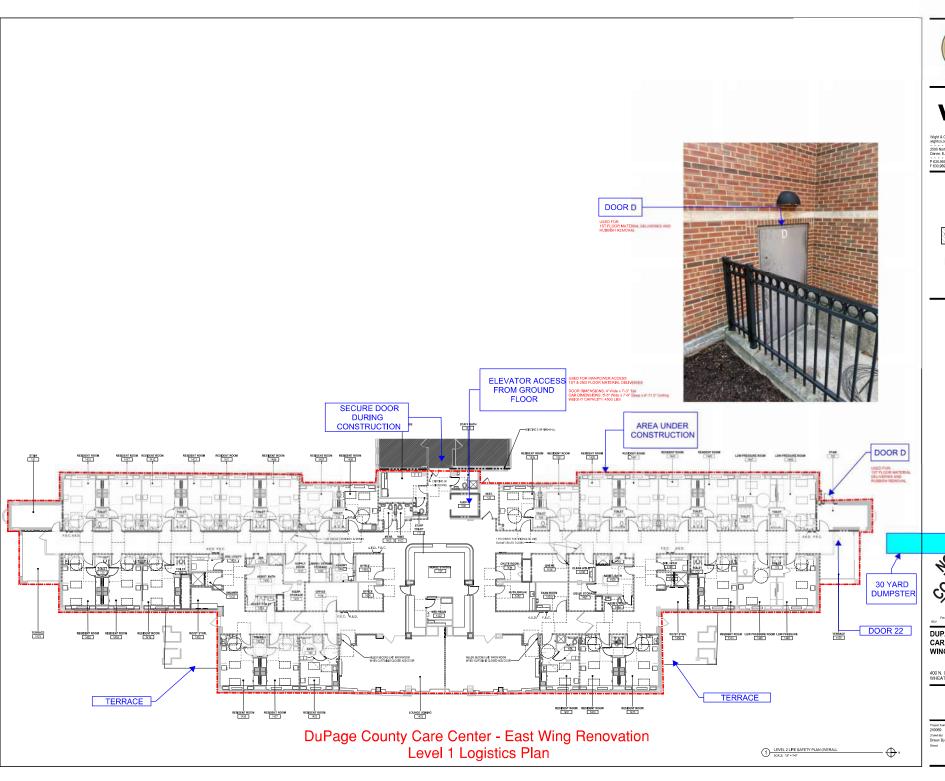








DUPAGE COUNTY CARE CENTER - EAST WING RENOVATION







wightco.com 2500 North Frontage Road Darien, IL 60561

2900 Marth Frontage Road Darren, IL 6061 P 630,968,7079



NO FINE TON

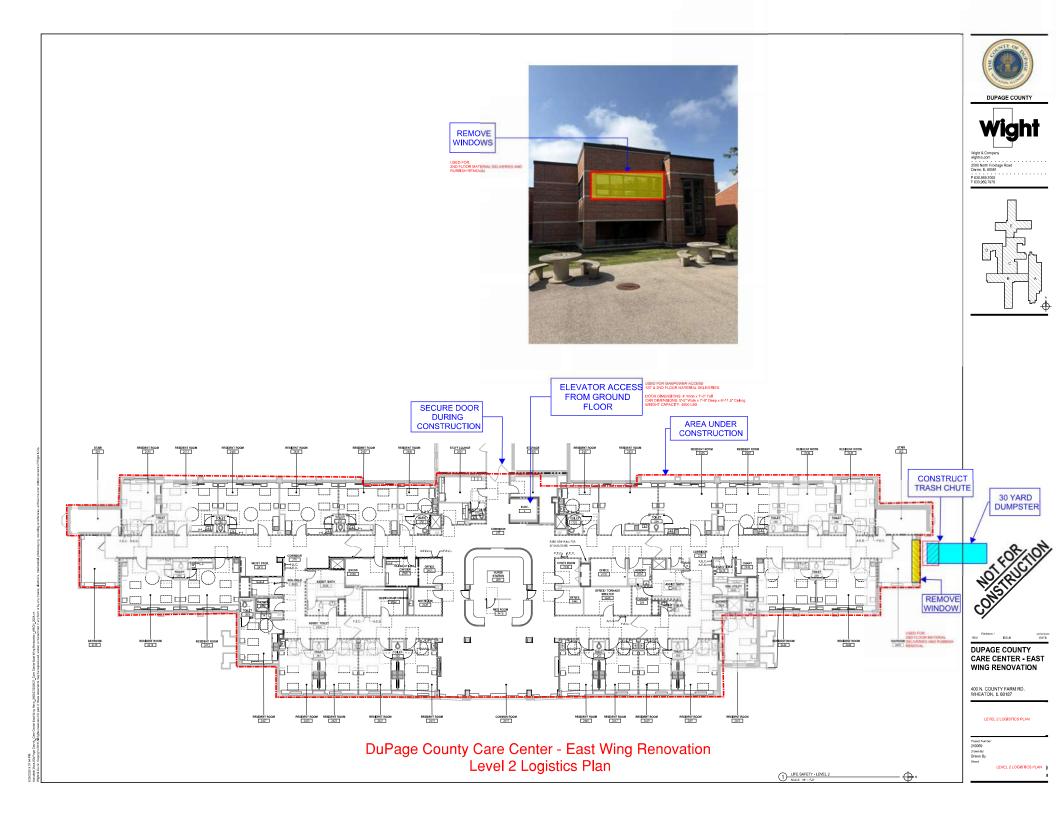
DUPAGE COUNTY
CARE CENTER - EAST
WING RENOVATION

100 N. COUNTY FARM RD. WHEATON, IL 60187

LEVEL 1 LOGISTICS PLAN

Project Number: 240069 Drown By. Drawn By

LEVEL 1 LOGISTICS P



6

Schedule







7/24/25

							2.52	-,								-	
				Nov Dec Jun Feb Mur Apr	May Jun	Q1/ 3, 2025 (u) Aug Sea				Otr 3, 2026 Jul Aug Sep	Oct Nov Dec						Qtr 1, 20 Jan Feb
Design Phase	90 days	2/24/25	6/27/25	Design	Phase	(/27/2S	1]	! !				
Schematic Design / Start-Up	5 wks	2/24/25	3/28/25						 	 			T				
HS Committee Presentation & Design Contract Review	1 day	3/12/25	3/12/25	# 1/12/25 HS Committee Presentation & Cesign						! ! :			 				
Finalize Presentation & Contract	5 days	3/13/25	3/19/25					-,		· · · · · · · · · · · · · · · · · · ·		1	γ	,	[]	1	
	1 day	4/1/25	4/1/25	* 4/1/	/28	Contract		-,		· · · · · · · · · · · · · · · · · · ·	,		T	,		1	
Finance & Board Meeting -		4/8/25	4/8/25	e 4/t	1/25					:			†		†	·	÷
Design Development	13	3/31/25	6/27/25	1/6/8				-j				i	; ; ;				ļ
IL HFSRB CON Approval Process	218	6/27/25	4/29/26		6/27/25		HESEB CON Approve	d Process	4/29/26			i	;		÷		÷
		7/29/25	7/29/25		Technical Ament	± 7/29/25						i	†			·	÷
Technical Assistance Review	1 day	8/27/25	8/27/25			# 8/2	1/25					i	ή	;	†	·;	÷
Approval Option A:		8/28/25	11/19/29		10.3	8/28/25	11/1						T				
Approval Option b: New CON	35	8/28/25	4/29/26		3.	8/28/25			4/29/26				* 				÷
GMP Development &	42	6/27/25	8/26/25	GN			(/25						; 				
Design Issued for GMP	-	6/27/25	6/27/25		* *	/27/25		-i :		 			; :				
GMP Development	3 wks	6/30/25	7/18/25		6/30/25	7/18/25			 				+				
Draft Review with Facilities & Care Center	0 days	7/18/25	7/18/25	Dra	aft Review with I	e 7/18/25 ac lities & Care 6	Center		1	η		1	γ	,		1	
Finalized GMP, Presentation Deck & CM Contract	2 wks	7/21/25	8/1/25	Finali		The second secon	M Contract	-	 	1		1	*	,		1	
	1 wk	8/4/25	8/8/25				Acetings	-					*				
Human Services Committee	1 day	8/19/25	8/19/25			# 8/19/	25	-				 	*				
Finance & Board Presentation	1 day	8/26/25	8/26/25			# 1/25	(/25	-l			 	 	#			1	1
Issue for Construction -	8 wks	8/25/25	10/17/25			8/25/25	10/17/25		/ 	J 		ļ	#				+
	0 days	10/17/25	10/17/25		- 1		1 0/17/25						1 1 1			1	
Bidding & Permitting Phase	50 days	10/20/2	12/26/2			10/20	/8	12/26/25					+			1	
Bid Scope Development		10/20/25	11/7/25			10/2 86d	0/25 m 11/7/25 Scape Development			1			*			1	
Bid Period	4 wks	11/10/25	12/5/25					\$/25		1			7				
Bid Opening	1 day	12/10/25	12/10/25				Bid Open	ing		1			7	,		1	
Review Bids / Recommendation to Award	7 days	12/11/25	12/19/25				view Bids / Recommi	engation to Award	1	1			γ			,	
DuPage Permit Review Process	10 wks	10/20/25	12/26/25				0/25 Page Permit Review		, · ·	,			7				
	Schematic Design / Start-Up HS Committee Presentation & Design Contract Review Finalize Presentation & Contract Human Services Committee - Presentation & Design Contract Finance & Board Meeting - Presentation & Design Contract Design Development IL HFSRB CON Approval Process Technical Assistance Review Meeting #1 Technical Assistance Review Meeting #2 (TBD) Approval Option A: Administrative Approval Approval Option b: New CON Permit GMP Development & Construction Contract Design Issued for GMP GMP Development Draft Review with Facilities & Care Center Finalized GMP, Presentation Deck & CM Contract Small Group Board Member Meetings Human Services Committee Presentation Finance & Board Presentation J CM Contract Approval Issue for Construction - Documents Submit Bid / Permit Documents Bidding & Permitting Phase Bid Scope Development Bid Period Bid Opening Review Bids / Recommendation to Award	Design Phase days Schematic Design / Start-Up 5 wks HS Committee Presentation & 1 day Design Contract Review Finalize Presentation & Contract Finance & Board Meeting - Presentation & Design Contract Design Development 13 wks IL HFSRB CON Approval Process days Technical Assistance Review Meeting #1 Technical Assistance Review Meeting #2 (TBD) Approval Option A: 12 Administrative Approval wks Approval Option b: New CON Permit wks GMP Development & 42 Construction Contract Design Issued for GMP 0 days GMP Development 3 wks Draft Review with Facilities & 0 days Care Center Finalized GMP, Presentation Deck & CM Contract Small Group Board Member Meetings Human Services Committee Presentation Finance & Board Presentation 1 day / CM Contract Approval Issue for Construction - Documents Submit Bid / Permit Documents Submit Bid / Permit Documents Bidding & Permitting Phase Bid Scope Development 1 day Review Bids / Recommendation to Award DuPage Permit Review Process 10	Design Phase 90 days 2/24/25 days Schematic Design / Start-Up 5 wks 2/24/25 HS Committee Presentation & 1 day 3/12/25 Design Contract Review Finalize Presentation & Contract 5 days 3/13/25 Human Services Committee - Presentation & Design Contract Finance & Board Meeting - Presentation & Design Contract Design Development 13 wks 14/8/25 IL HFSRB CON Approval Process 218 6/27/25 days Technical Assistance Review Meeting #1 (TBD) Approval Option A: Administrative Approval Wks 42 6/27/25 days GMP Development & 42 6/27/25 days GMP Development & 42 6/27/25 days Design Issued for GMP 0 days 6/27/25 days Draft Review with Facilities & 0 days 6/30/25 Draft Review with Facilities & 0 days 6/30/25 Draft Review with Facilities & 0 days 6/30/25 Draft Review Schement 1 wks 8/4/25 Human Services Committee 1 day 8/19/25 Human Services Committee 1 day 8/26/25 / CM Contract Approval 1 day 8/26/25 Locar Genter Finalized GMP, Presentation Deck & CM Contract Small Group Board Member Meetings Human Services Committee Presentation Finance & Board Presentation 1 day 8/26/25 Locar Genter Small Group Board Member 1 wks 8/4/25 Human Services Committee 1 day 8/19/25 Human Services Committee 1 day 8/26/25 Locar Genter 1 day 8/26/25 Human Services Committee 1 day 8/26/25 Locar Genter 2 days Bid Group Development 3 wks 8/25/25 Bidding & Permitting Phase 50 10/20/25 Bid Opening 1 day 12/10/25 Bid Opening 1 day 12/10/25	Design Phase	Design Phase	Design Phase	No. Design Phase Sudays Schematic Design / Start Up Swis 2/24/25 3/28/25 Schematic Design / Start Up Swis 2/24/25 3/28/25 Schematic Design / Start Up Swis 3/28/25 Schematic Design / Start Up Swis Swi	Design Phase	Design Phase 90	Design Phase 90 2/24/25 6/27/25 2/27	Part Part	Design Phase 1	Public P	Design Place	Design Plane 1	Part Part	The content of the co



)	Task Name	Duratio	o Start	Finish	r 4, 2024	Qtr 1,	20,25	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026	Qtr 2, 2026	Qtr 3, 2006	Qtr 4, 2026	Qtr 1, 2027	Qtr 2, 2027	Qtr 3, 2027	Qtr 4.	2027	Qtr 1, 20
19	Construction Phase	477	1/5/26	11/2/27	Nov Dec	Jan Fel	Mar			ep Oct Nov Dec	Jan Feb Mar	Apr May Jun		Oct Nev Dec			Jul Aug Sep	Oct No		Jan Feb
		days				ļ		ļļ-			· 1/16/26	; 		Construction Pl	hase	ļ				
30	Trade Contracts	2 WKS	1/5/26	1/16/26				l		Trade	Contracts	 								
32	Phase 1 Procurement	160 days	1/19/26	8/31/26	5					1/19/3		hase 1 Procurement	1/93	/26		1				
2	Submit / Approve Materials	40	1/19/26	3/13/26							% X	/13/26	; 				1		·	
3	FCU Cabinet Base Shop	days 4 wks	1/19/26	2/13/26						1/19/	26 2/13/26 set Base Shop Draw		!		 -	<u>+</u>				
4	Drawings Door Frames Submittal	3 wks	1/19/26	2/6/26						1/19/	26 2/8/28	ings								
5	Fan Coil Unit (FCU-*)	4 wks	1/19/26	2/13/26						1/19/	Frames Submittel 26 2/11/26									
6	Submittal HVAC Temperature	4 wks	1/19/26	2/13/26							Unit (FCU-*) Submit 26 2/11/26		, J		<u> </u>	ļ			ا ا ـ ـ ـ ـ ـ ـ ـ ـ ـ ـ ـ ـ ـ ـ ـ ـ ـ ـ	
7	Controls Submittal Low Voltage Data Submitta	al 4 wks	1/19/26	2/13/26							rature Controls Sul 26 2/13/26		! !		!	!			! !	
8	Low Voltage MATV		1/19/26			; 		 			Itage Data Submitt		; !		¦ 	¦ +	ļ ļ			
9	Submittal									Low Volt	age MATV Submitta 26 2/20/2		! ! !			ļ 			! ! 	
	Low Voltage Nurse Call Submittal		1/19/26							Low Volt	age Nurse Call Subn	I .	; ; ;		i J	1				
10	Sprinkler Submittal	4 wks	1/19/26	2/13/26							26 2/13/26 rinkler Submittal	 				1			1	ı
11	Medical Gas Submittal	3 wks	1/19/26	2/6/26							26 2/6/26 cal Gas Submittal	 	 							
12	Acrovyn (WP-1,2,3) (CG-1) Submittal	5 wks	1/19/26	2/20/26							2/20/2 VP-1,2,3) (CG-1) Sub		 		 	1				
13	Variable Air Volume Box (VAV-*) Submittal	4 wks	1/19/26	2/13/26				-		1/19/	2/13/26 Dlume Box (VAV-*) S		J		J 	1 1	. L		 ! !	
14	Lighting Controls Submittal	l 6 wks	1/19/26	2/27/26				-		1/19/	26 2/27/	26				<u>+</u>				
15		6 wks	1/19/26	2/27/26						1/19/	ing Controls Submit 26 2/27	26	, ,			ļ	ii			
16	Submittal Ceramic Tile		1/19/26	2/13/26						1/19/	-1,2,3,4,5,6,7,8) Sub 26 2/13/26		; 		<u></u>		ii		:	
17	(WT-1,2,3,4,5)(FT-1)(MC-1) Acoustical Ceilings		1/19/26	2/6/26						1/19/	1,2,3,4,5)(FT-1)(MC- 26 2/6/26	/	, ,			ļ				
18	(ACT-1,2,X) Submittal Fiber Reinforced Plastic	6 wks	1/19/26	2/27/26				 			lings (ACT-1,2,X) Sul (26 2/27,		 		i 	ļ 				
19	(FRP-1) Submittal Solid Surface Panels (SSP-1							-			rced Plastic (FRP-1) 2/27		 			‡				
20	Submittal									Solid Surfa	ce Panels (SSP-1) St	bmittal	! ! !			<u> </u>	<u> </u>		· :	
	Epoxy Flooring (ERF-1) Submittal		1/19/26							Epoxy Flo	oring (ERF-1) Submi	i .	, , ,				ļ			,
21	HVAC GRD (A,B,C,D) Submittal		1/19/26							HVAC GR	D (A,B,C,D) Submitt		 			 				,
22	Light Fixtures Submittal	6 wks	1/19/26	2/27/26				<u> </u>		Ligh	26 2/27 nt Fixtures Submitta	l	 			1				
23	Luxury Vinyl Tile (LVT-1,2) (RB-1,2,3) Submittal	6 wks	1/19/26	2/27/26							2/27 le (LVT-1,2) (RB-1,2,		 						- T	
24	Cabinets (PL-1,2) (ACR-1) (ACM-1) Submittal	6 wks	1/19/26	2/27/26							2/27, 1,2) (ACR-1) (ACM-1		1			1				
25	Solid Surface Counter Tops (SLDS-1, SLDS-2) Submittal		1/19/26	2/27/26				·		1/19/	26 2/27, ter Tops (SLDS-1, SL	26	,			!				
26	Quartz Counter Tops (QZ-1		1/19/26	2/27/26						1/19/	26 2/27	26	; 		i	÷				
27	Submittal Toilet Accessories Submitta	al 5 wks	1/19/26	2/20/26						1/19/	unter Tops (QZ-1) St 26 2/20/2	6 	 		 	 	1 1			
						!		<u> </u>			Accessories Submit	tal	!		!	!	<u> </u>		į	7/24/2



)	Task Name	Duratio Start	Finish	r 4, 2024 Nov Dec	Qtr 1, 2025 Jan Feb M	Qtr 2, 202 ar Apr May		Qtr 3, 2025	Otr 4, 2025 Otr 1, 2026 Otr 2, 2026 Oct Nov Dec Jan Feb Mar Apr May Jun	Qtr 3, 2026	Oct Nov Dec	Qtr 1, 2027 Jan Feb Mar	Qtr 2, 2027	Qtr 3, 2027		4, 2027	Qtr 1, 2
28	Doors and Hardware (ACD-1) Submittal	6 wks 1/19/26	5 2/27/26		Jan Feb M	ar Apr May	Jun Jul	Aug Sep	Oct Nov Dec Jan Feb Mar Apr May Jun	Jul Aug Sep	Oct Nov Dec	Jan Feb Mar	Apr May Jun	Jul Aug Sep	Oct	Nov Dec	Jan Fel
29	Plumbing Fixtures Submittal	5 wks 1/19/26	2/20/26	,					1/19/26 2/20/26 Plumbing Fixtures Submittal	1]			†			
30		7 wks 1/19/26	3/6/26						1/19/26 3/6/26 Wiring Devices Submittal					; !			
31	TV Submittal	4 wks 1/19/26	5 2/13/26	5					1/19/26 2/13/26					† !			!
32	Wall Covering (WC-1) Submittal	8 wks 1/19/26	3/13/26	5					1/19/26 3/13/26 Wall Covering (WC-1) Submittal				† !	†			!
33	Furniture & Curtains Submittal	8 wks 1/19/26	3/13/26	5					1/19/26 3/13/26 Furniture & Curtains Submittal				!				!
34	Signage Submittal	8 wks 1/19/26	3/13/26	5					1/19/26 3/13/26 Signage Submittal					1			!
35	Duct Free Split System (DFSS-1) Submittal	4 wks 1/19/26	5 2/13/26	5					1/19/26 2/13/26 Dati free Spit System (DFSS-1) Submittal				1	1			!
36	Fabricate / Deliver Materials	160 1/19/26 days	8/31/26	5					cate / Deliver Mate	rials	1/26	 :	# !	#			
37	FCU Base Fabrication		5/8/26						5/8/26	1	***********	* * * *	+	+			!
39	Door Frames Fabrication	8 wks 2/9/26	4/3/26						2/1/26 4/3/26 Door frames fabrication	1	:	:	†	*			
41	Fan Coil Unit (FCU-*) Fabrication	10 2/16/26 wks	4/24/26	5					4/24/26	1	:	:		†			
43	HVAC Temperature Controls Fabrication		6 4/24/26	5					4/24/26 HVAC Temperature Controls Fabrication	1		:	,	Y			:
45	Low Voltage Data Fabrication	2 wks 2/16/26	5 2/27/26	5					2/16/26 2/27/26 Low Voltage Data Fabrication	1		1	Y	γ	[]		:
46	Low Voltage Security Submittal	2 wks 1/19/26	5 1/30/26	5					1/19/26 1/30/26 Low Voltage Security Submittal]]]	,	T			
47	Low Voltage Security Fabrication	4 wks 2/2/26	2/27/26	,					2/2/26 2/27/26 Low Voltage Security Fabrication	7		1	Ţ	T			
48	Low Voltage MATV Fabrication	4 wks 2/9/26	3/6/26						2/9/26 3/6/26 Low Voltage MATV Fabrication	1	1		1	1			
49	Low Voltage Nurse Call Fabrication	2 wks 2/23/26	3/6/26						2/23/26 3/6/26 Low Voltage Nurse Call Fabrication				 	 			
51	Sprinkler Fabrication	2 wks 2/16/26	5 2/27/26	5					2/16/26 2/27/26 Sprinkler Fabrication				1				
53	Medical Gas Fabrication	4 wks 2/9/26	3/6/26						2/9/26 3/6/26 Medical Gas Fabrication								
54	Acrovyn (WP-1,2,3) (CG-1) Fabrication	8 wks 2/23/26	4/17/26	5					2/23/26 4/17/26 Acrovyn (WP-1,2,3) (CG-1) Fabrication								
58	Variable Air Volume Box (VAV-*) Fabrication	8 wks 2/16/26	4/10/26	5					2/16/26 4/10/26 Variable Air Volume Box (VAV-*) Fabrication					1			
60	Lighting Controls Fabrication	8 wks 3/2/26	4/24/26	5					3/2/26 4/24/26 Lighting Controls Fabrication								
62	Paint (PT-1,2,3,4,5,6,7,8) Fabrication	2 wks 3/2/26	3/13/26	5					3/2/26 3/13/26 Paint (PT-1,2,3,4,5,6,7,8) Fabrication								
64	Ceramic Tile (WT-1,2,3,4,5)(FT-1)(MC-1)		7/6/26						Ceramic Tile (WT-1,2,3,4,5)(FT-1)(MC-1	7/6/26 Fabrication							
66	Acoustical Ceilings (ACT-1,2,X) Fabrication		4/17/26	5					2/9/26 4/17/26 Acoustical Ceilings (ACT-1,2,X) Fabrication								
68	Fiber Reinforced Plastic (FRP-1) Fabrication	20 3/2/26 wks	7/20/26						3/2/26 Fiber Reinforced Plastic (FRP-1)]]	,	т			
70	Solid Surface Panels (SSP-1 Fabrication		7/20/26	;					3/2/26 Solid Surface Panels (SSP-1) F	7/20/26 abrication]]	,	T			
72	Epoxy Flooring (ERF-1) Fabrication	5 wks 2/16/26	3/20/26	;					2/16/26 3/20/26 Epoxy Flooring (ERF-1) Fabrication	7							
_									Page 3		•				-		7/24/2



									Overall Pr	oject Scned	iuie								
	Task Name	Duratio			r 4, 2024 Nov Dec	Qtr 1, Jan Fe	Qtr 2, 2025 Apr May Jun	Qtr 3, 2025 Iul Aug Sep		2/0/20 2/0	Qtr 2, 2026 Apr May Jun		Oct Nov Dec	Qtr 1, 2027 Jan Feb Mar	Qtr 2, 2027 Apr May Jun	Qtr 3, 2027 Jul Aug Sep		r 4, 2027 Nov Dec	Qtr 1, 2 Jan Feb
74	HVAC GRD (A,B,C,D) Fabrication	4 wks	2/9/26	3/6/26		1			HV	2/9/26 3/6, AC GRD (A,B,C,D) Fab 3/2/26	zb rication		 		 				1
76	Light Fixtures Fabrication	20 wks	3/2/26	7/20/26			 		-,		t Fixtures Fabricatio]	,	,		,		
78	Luxury Vinyl Tile (LVT-1,2) (RB-1,2,3) Fabrication		3/2/26	7/20/26			 			3/2/26	e (LVT-1,2) (RB-1,2,3	7/20/26	!				; ;		
80			3/2/26	8/17/26			 -			3/2/26	e (EV1-1,2) (NB-1,2,	8/17/26					·	{;	÷
	(ACM-1) Fabrication	wks	3,2,20	0,11,20		i	i i		i		L-1,2) (ACR-1) (ACN		i I	i			i	[i
81	Solid Surface Counter Tops (SLDS-1, SLDS-2)	24 wks	3/2/26	8/17/26			 -		-	3/2/26 Solid Surface Co	unter Tops (SLDS-1,	8/17/26 SLDS-2) Fabrication	7	7 	;		, ! !		;
83	Quartz Counter Tops (QZ-1 Fabrication) 6 wks	3/2/26	4/10/26			 			3/2/26 Quartz Counter Tops					,		; 		
85	Toilet Accessories Fabrication	6 wks	2/23/26	4/3/26			 		-	2/23/26 Toilet Accessories	4/3/26		 						
87	Doors and Hardware (ACD-1) Fabrication	24 wks	3/2/26	8/17/26			 		-	3/2/26	nd Hardware (ACD-1	8/17/26 Fabrication		 			* ! !		*
89	Plumbing Fixtures		2/23/26	3/20/26			 		-	2/23/26 3	/20/26								
91	Fabrication Wiring Devices Fabrication	4 wks	3/9/26	4/3/26			 -			Plumbing Fixtures Fi	4/3/26		1						
92	TV Fabrication	4 wks	2/16/26	3/13/26			 -		-	Wiring Devices 2/16/26 3/ TV Fabrication	13/26		1	¦					ļ
94	Wall Covering (WC-1) Fabrication	24 wks	3/16/26	8/31/26			 -		-	3/16/26	// /all Covering (WC-1)	8/31,	, , , ,				; 		ļ
96	Furniture & Curtains Fabrication		3/16/26	8/31/26			 		-	3/16/26	urniture & Curtains	8/31,	726						ļ
98	Signage Fabrication		3/16/26	8/31/26			 			3/16/26	Signage Fabric	8/31	ne.				; 		÷
100	Duct Free Split System (DFSS-1) Fabrication		2/16/26	4/24/26			 		-¦	2/16/26 ct Free Split System (4/24/26								
33	Construction Phase 1 - 1st	128	6/29/26	12/30/2			 				6/29/26	Construction Ph	ina t. tu flass	11/30/26			; :		+
1	Floor Mobilization / Logistics / Temp. Enclosures	davs 2 days	6/29/26	6/30/26			 -		-	-¦	6/16/16				 				÷
2	Construction		7/1/26	12/21/2			 			-¦ <mark>'</mark>	7/1/26	Constru		12/21/26	,		; 		ļ
3	MEP Disconnects	days 7 days	7/1/26	7/9/26		}	 -		-¦	-¦		7/9/26 sconnects	icoan .				γ 1		
4	Temp Power & Lighting	5 days	7/1/26	7/7/26		}	 		-¦	- 	7/1/26	in 7/7/26 er 8 Lighting					† !		
5	Demolition		7/1/26	7/14/26		} 	 <u></u>		- 		7/1/26	2/34/26 tolition			 				†
6	Light Gauge Framing Walls & Drywall Ceilings	days 3 days	7/15/26	7/17/26			 				7/15/	16 7/17/26 ig Walls & Drywall C	dlan						ļ
8	Door Frames Install	1 day	7/15/26	7/15/26			 				7/15/	16 7/15/26					¦		÷
10	FCU Base Install	3 days	7/15/26	7/17/26			 		- 	<u> </u>	7/15/	rames Install 16 7/17/26							<u>+</u>
11	In Wall & Inaccessible Ceiling Work		7/15/26	8/6/26			 				7/15/2	6 /6/26	J - -	J 			L		<u></u>
16	-		7/15/26	8/4/26			 				7/15/	16 - 8/4/2 6							
18	HVAC Temperature	days 7 days	7/15/26	7/23/26			 				7/15/	cal in Wall Rough 16 🍙 7/21/26 10 Controls in Wall F	January I						<u>+</u>
19	Controls In Wall Rough Blocking Install	7 days	7/15/26	7/23/26			 <u> </u>			<u> </u>	7/15/	26 📕 7/23/26	ougii						
						1	<u> </u>		1	1	Blo	cking Install							<u> </u>



								Overall Fit	oject Sched	lule								
0	Task Name	Duratio	Start	Finish r 4, 2024 Nov De	Qtr 1, 2025	Qtr 2, 2025 Apr May Jun	Qtr 3, 2025 Jul Aug Sep	Qtr 4, 2025 Oct Nov Dec	Qtr 1, 2026 Jan Feb Mar	Qtr 2, 2026 Apr May Jun	Otr 3, 2026 Jul Aug Sep	Otr 4, 2026 Oct Nov Dec	Qtr 1, 2027 Jan Feb Mar	Qtr 2, 2027 Apr May Jun	Qtr 3, 2027 Jul Aug Sep		r 4, 2027 Nov Dec	Qtr 1, 2 Jan Feb
20	Sprinklers Dry Wall Ceiling Install	2 days	7/20/26	7/21/26				1	1	7/20/	26 7/21/26		1	1	1			
22	HVAC FCU & Piping	7 days	7/15/26	7/23/26				j	i	7/15/2	26 7/23/26 U & Piping Install		 	÷	!			
24	Install Medical Gas In Wall	3 days	7/24/26	7/28/26				¦		7/24	/26 7/28/26		¦	¦	ļ			
25	Rough Plumbing In Wall Rough	7 days	7/15/26	7/23/26		- -		, ,			Gas le Wall Rough		, ,	; ;	¦			÷
						-		; 	 	Plumbin	e in Well Rough		; {	; 	ļ 	ļ		¦
26	Firestopping In Wall Rough	2 days	8/5/26	8/6/26		1		 	 - -	Firest	spoing in Wall Rougi	h	 	 		1		
27	In-Wall & Inaccessible Ceiling Inspections	1 day	8/7/26	8/7/26				1 1 1	1		77/26 8/7/26 comable Ceiling Ins	pections	1 1 1	1 1 1	1			
28	Light Gauge Steel Framing	1 day	8/7/26	8/7/26				j			8/7/28 8/7/26 Gauge Steel Framing			†				
29	Drywall Above Ceiling	1 day	8/7/26	8/7/26				¦	¦		1/7/25 1/7/26			¦	¦	÷		;
30	Electrical Drywall Above Ceiling	1 day	8/7/26	8/7/26		-			{		Above Ceiling Electr 8/7/26 8/7/26	icai	 	¦				¦
31	HVAC Drywall Above Ceiling	1 day	8/7/26	8/7/26							all Above Ceiling HVA 8/7/26 8/7/26	VC	 	¦	ļ	ļ		
	Plumbing							! ! !		Drywall	Above Ceiling Plumb	ping	! !	 		į		: !
33	Above Drywall Ceiling Sprinklers	1 day	8/7/26	8/7/26				1 1			8/7/26 8/7/26 Prywall Ceiling Sprink	ders	! !	!				-
34	In-Wall Plumbing	1 day	8/7/26	8/7/26				1			8/7/26 8/7/26 In-Wall Plumbing		·	,				!
35	In-Wall Electrical	1 day	8/7/26	8/7/26				{		0 2	8/7/26 8/7/26		{ :	†	÷	;		
36	In-Wall HVAC Piping	1 day	8/7/26	8/7/26		- -		 	¦		n-Wall Electrical 1/7/25 1/7/26		: :	¦		÷		}
37	Gypsum Board & Tile	10	8/10/26	8/21/26				 			- wall HVMC Piping V10/26 💼 8/23/26		{ 	¦				
39	Backer Install Corner Guard (CG-1) Instal	days	0/10/26	0/13/26		- -		 	\		Board & Tile Backe 10/26 1/13/26	r install	(; ; 	 	ļ		¦
								 - 		Con	er Guard (CG-1) Inst		: (_,,	! !		ļ		i !
40	Accessible Above Ceiling Work	18 days	8/10/26	9/2/26				 	! !		130/26 9/2/ essible Above Ceiling		:	1				
42	Electrical Overhead Rough		8/10/26	8/28/26				1	 		8/10/26 8/28/2 ectrical Overhead Ro		1	; ;	1	-		
44	VAV, Piping, & Sheet	10	8/10/26	8/21/26		-					8/21/26 8/21/26	5	!	†				
45	Metal Duct Install HVAC Temperature	days 5 days	8/24/26	8/28/26		- -		 		VAV, Pipi	ng, & Sheet Metal Do 8/24/26 8/28/2			¦				<u> </u>
46	Controls Overhead	E desse	0/10/20	0/14/26		-		; 	 		emperature Control 3/10/26 8/14/26	s Overhead	; {	i 	ļ 	į 		ļ
	Plumbing Overhead			8/14/26		1		i ! !	 		Plumbing Overhead	 	: : !	, , ,	T	1		
47	Firestopping	3 days	8/31/26	9/2/26				1 1 1	1		8/31/26 9/2/2 Firestopping		1 1 1	1				
48	Tape & Sand Gypsum Boar & Tile Backer	d 10 days	8/24/26	9/4/26				' 		Tane &	8/24/26 Sand Gypsum Board	26		1				
50	Paint Prime & 1st Coat	17	9/8/26	9/30/26				<u></u>	<u></u>		9/8/26	9/30/26		<u>!</u> !	ļ	<u> </u>		}
51	(PT-1,2,3,4,5,6,7,8) Rooms With (FT-1, FRP-	days 1, 3 days	9/8/26	9/10/26				 	 	Pai	nt Prime & 1st Cost 9/8/26 9/1			 		<u> </u>		<u>-</u>
52	SSP-1)					ļ		; 	; {		Rooms With UT-1, FF			; ; ;		ļ		¦
	Rooms With (ACT-1)			9/17/26				 - 	 		Rooms With (ACT-1)		: ! !	<u> </u>	ļ Ļ		!
53	Everywhere Else	9 days	9/18/26	9/30/26				1 1 1	1		9/18/26 Everywhe			1				1
55	Ceramic Floor Tile (FT-1, MC-1) Install	6 days	9/11/26	9/18/26				 	1		9/11/26 📕 9/	/18/26	 	i i	1	1		
	IVIC-1) IIIStali				1	<u>i</u> i		1	I.		annic Floor Tile (FT-	z, wic-zj ilistali	1	1	I.	1		

Page 5



Ta	sk Name	Duratio Start	Finish	r 4, 2024	Qtr 1			r 2, 2025		Qtr 3, 20		Qtr 4, 2025		tr 1, 2026	Qtr 2, 2026	Qtr 3, 2026		Qtr 1, 2027	Qtr 2, 2027	Otr 3, 2027		tr 4, 2027	Qtr 1,
7	Solid Surface Wall Panels (SSP-1) Install	7 days 9/21/26	9/29/26		Jan Fe	eb Mar	Apr	May Jun	Jul	Aug	Sep	Oct Nov Dec	Jan	Feb Mar	Apr May Jun	9/21/26	iep Oct Nov De 5 _ 9/29/26 Ill Panels (SSP-1) Insta		r Apr May Jun	Jul Aug Sep	Oct	Nov. Dec	Jan Fr
8	Ceramic Wall Tile (WT-1,2,3,4,5) Install	5 days 9/21/26	9/25/26										i			9/21/20	9/25/26 (WT-1,2,3,4,5) Instal			; !			
0	Fiberglass Reinforced Plastic (FRP-1) Install	5 days 9/21/26	9/25/26				-						-i			9/21/20	6 9/25/26 ed Plastic (FRP-1) lest				!		
2	Epoxy Floors (ERF-1,EB-1)	7 days 9/30/26	10/8/26				-						-i !			9/30/	26 10/8/26 rs (DRF-1,DB-1) Invitali				i		
3	Wall Protection & Handrails (WP-1,2,3) Install	7 days 10/1/26	10/9/26				-						i			10/1/	/26 = 30/5/26 Handrails (WP-1,2,3)	references			i		
5		8 days 9/18/26	9/29/26				-		j							9/18/26	g Grid (ACT-1) Install	NICE .		L	i		
66	Trim Ceiling Devices	8 days 9/30/26	10/9/26				-									9/30/2	26 10/3/26 Ceiling Devices			1	ļ·		
8	Electrical Lighting & Low Voltage Ceiling Trim	8 days 9/30/26	10/9/26												Fle	9/30/	26 20/9/26 Low Voltage Ceiling To	in lutali	- 1 	L	ļ·		1 1
70	HVAC Grilles Registers Diffusers Install	5 days 9/30/26	10/6/26													9/30/	26 g 10/6/26 agisters Diffusers inst		- 	<u> </u>	 -		† !
71	Fire Alarm Ceiling Device	5 days 9/30/26	10/6/26				-									9/30/	26 # 10/6/26 Ceiling Device Install			†	 -		÷
72	Sprinkler Install	5 days 9/30/26	10/6/26				-		-				\			9/30/	26 10/6/26 inkler Install			†	÷		÷
73	Above Ceiling Inspections	1 day 10/12/2	6 10/12/2						 				¦			10/1	2/26 10/12/26 Ceiling Inspections			†	÷		÷
10	Acoustical Ceiling Tile (ACT-1,x,2) Install	7 days 10/13/2	6 10/21/26						†				; !			10/	13/26 10/21/26 eiling Tile (ACT-1,x,2)	Install			 !		÷
2		15 10/22/2 days	6 11/11/26				-;						·;				0/22/26 11/11/ oring (LVT-1, LVT-2) In				÷		÷
35	Millwork & Solid Surface Counter Tops (ACM-1,ACR-1,PL-1,PL-2,SLI	10 11/12/2 days	6 11/25/26												Millwork	& Solid Surface Co	11/12/26 11/ ounter Tops (ACM-1,A	-1	1,SLDS-2) Install	1			
37		3 days 11/30/2	6 12/2/26		} }		-						; 				11/30/26 12 Quartz Tops (QZ			÷ !	÷		÷
8	Resilient Base (RB-1,2,3) Install	4 days 11/30/2	6 12/3/26										¦				11/30/26 12 Resilient Base (RB-	2/3/26			÷		
9	Final Paint (PT-1,2,3,4,5,6,7,8) Install	10 12/3/26 days	12/16/26														12/3/26 Final Paint (PT-1,2,3	12/16/26		† 			
91	Wallcovering (WC-1) Install		6 12/18/26										 -				12/17/26 Wallcovering	11.			÷		÷
14	Electrical Receptacles & TVs Install	7 days 12/11/2	6 12/21/26														12/11/26 Electrical Recepta	- 1		;			1
5	Low Voltage Wall Outlets Install	7 days 12/11/2	6 12/21/26												,		12/11/26 Low Voltage Wa			T			
6	Fire Alarm Testing	2 days 12/17/2	6 12/18/26						-,						,		12/17/26 Fire Aları	n Testing	- 	T			
8	Plumbing Fixture Install	7 days 12/11/2	6 12/21/26														12/11/26 Plumbing Fit	cture Install	- T	T	1		1
9		4 days 12/11/2							1								12/11/26 Medical Gas C	Outlet Install		1			1
1		7 days 12/11/2					-!		ļ			 	 - 				12/11/26 Toilet Access	ories Install	 - -	 	ļ 		
03	Doors & Hardware (ACD-1) Install												ļ				12/11/26 Doors & Hardwa	e (ACD-1) Install		<u> </u>	ļ 		
04	HVAC TAB	5 days 12/11/2															HVAC			! !			+
06	Furniture & Curtains Install	3 days 12/1//2	p 12/21/26				1						1			1	Furniture & C			1			



										Overall Pr	oject Sche	auie								
	ask Name	Duratio		Finish	r 4, 2024 Nov Dec	Qtr 1, Jan Fe		Qtr 2, 2025 Apr May Jun	Qtr 3, 2025 Jul Aug Se	Qtr 4, 2025 Oct Nov Dec	Qtr 1, 2026 Jan Feb Mar	Qtr 2, 2026 Apr May Jun	Qtr 3, 2026 Jul Aug Sep	Otr 4, 2026 Oct Nov Dec	Qtr 1, 2027 Jan Feb Mar	Qtr 2, 2027 Apr May Jun	Qtr 3, 2027 Jul Aug Sep	Qt Oct	r 4, 2027 Nov Dec	Qtr 1, 2
.08	Signage Install	1 day	12/17/2	26 12/17/2	e e					 				12/17/26 12 Signage In			: !	į		
09	Punchlist & Corrections	5 days	12/22/2	26 12/30/2	E				7]]	12/22/26 Punchlist & C		, !	!			
11	Construction Clean	3 days	12/22/2	26 12/28/2	é		-	-;			; !	i	ii	12/22/26 =	12/28/26		÷			
12	DuPage County Final	1 day	12/29/2	26 12/29/2	€				÷					12/29/26 (12/25/26					‡
13	Inspections Substantial Completion	0 days	12/30/2	26 12/30/2	6			-	†						12/30/26					
35	IDPH Inspections		12/31/2	26 2/24/27										Substantial 12/31/26	2/24/	<i>y</i>				i
86	Resident / Staff Moves	days 5 days	2/25/27	7 3/3/27				-							2/25/27 3/3/					
38	Construction Phase 2 - 2nd	128	3/4/27	8/31/2	,						1				Resident / Staff M 3/4/27		8/8	iyir		
2	Floor Mobilization / Logistics /	davs 2 days	3/4/27	3/5/27				-			 				Cc 3/4/27 ■ 3/5/	nstruction Phase 2 27	2nd Floor	<u> </u>		
3	Temp. Enclosures MEP disconnects			3/16/27		ļ		 - 		; 	: - 			Mobiliz	ation / Logistics / Te		; +	<u></u>		
4	Temp Power & Lighting			3/12/27		 		 - 		 	 		1 1	 	MEP disconr 3/8/27 ■ 3/	ects	 	¦ 		· ·
5	Demolition							-							Temp Power & L	ighting	ļ 			
		days		3/19/27	L				ļ		1			1	Demolitic 3/22/27	on	1 1 7	¦ 		ļ
6	Light Gauge Framing Walls & Drywall Ceilings				L		_	 		 	 		1 1	Light	Gauge Framing Wa	its & Drywall Ceiling	' 'S			
7	Door Frames	1 day	3/22/27	7 3/22/27				į			i ! !				3/22/27 1 Door Fre	ines				
8	In Wall & Inaccessible Ceiling Work	17 days	3/22/27	7 4/13/27				1		1	1					4/13/27 aible Ceiling Work	1			
9	Electrical		3/22/27	7 4/9/27							1		1 1	1	1/22/27 Elec	4/9/27 vical	, ,			
10	HVAC Temperature Controls		3/22/27	7 3/30/27											1/22/27 HWAC Tempera		†			
11	Blocking	7 days	3/22/27	7 3/30/27											1/21/27 :	3/30/27	†	† 		† ·
12	HVAC Piping	7 days	3/22/27	7 3/30/27				-	;		¦ !			!	WACE	1/80/27	‡ !	 		
13	Medical Gas	3 days	3/31/27	7 4/2/27				-						!	3/31/27			<u> </u>		
L4	Plumbing	7 days	3/22/27	7 3/30/27	+			-							1/22/27	3/30/27	!			ļ
15	Firestopping	2 days	4/12/27	7 4/13/27	+			-i		<u> </u>						7 4/13/27	! !			
16	In-Wall & Inaccessible Ceiling	1 day	4/14/27	7 4/14/27	,			-			 				4/14/2	1100pping 7 4/34/27	¦	÷		:
17	Inspections Light Gauge Steel Framing	1 day	4/14/27	7 4/14/27	+		-	 -			 			 	4/14/2	sible Ceiling Inspect 17 4/14/27	ions			
18	Drywall Above Ceiling	1 day	4/14/27	7 4/14/27				-			 				4/14/2	ge Steel Framing 17 4/14/27	+	<u> </u>		
19	Electrical Drywall Above Ceiling HVA					<u>.</u>		i -	<u>-</u>	i 		i 				ee Celling Electrical	: : : :	<u></u>		<u></u>
20	Drywall Above Ceiling			7 4/14/27	L	ļ		-			 			 		ove Ceiling HVAC	 	ļ		
21	Plumbing				ļ	ļ	-	-			 				Orymali Abor	e Celler Marking 27 4/14/27	<u> </u>			
	In-Wall Plumbing			4/14/27	ļ				<u> </u>	; 	: - 				In-Wa	all Plumbing	! !			ļ
22	In-Wall Electrical	1 day	4/14/27	7 4/14/27				1	1	1 1 1	I I	1 1 1		 		27 4/14/27 all Electrical	1			<u> </u>

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7/24/25



										Overall Pro	oject Sche	auie						
23	ask Name	Duratio 1 day		Finish 4/14/27		Qtr 1, Jan Fe		Qtr 2, 2 Apr May	Qtr 3, 2025 Jul Aug Se	Oct Nov Dec	Qtr 1, 2026 Jan Feb Mar	Qtr 2, 2026 Apr May Jun	Qtr 3, 2026 Jul Aug Sep	Oct Nov Dec	Otr 1, 2027 Otr 2, 2027 Jan Feb Mar Apr May Jun 4/14/27 4/14/27	Qtr 3, 2027 Jul Aug Sep	Oct Nov Dec	Qsr 1, c Jan Fe
24				4/28/27		ļ	.		 		 			 	In-Wall HVAC Piping 4/15/27 4/28/27	 		·
	Backer	days			L	ļ	.		 		¦ 	¦	; 	¦ 	Hang Gypsum Board & Tile Bac	er		
:5	Corner Guard (CG-1)	4 days	4/15/27	4/20/27		1								1	4/15/27 4/20/27 Corner Guard (CG-1)			
26	Accessible Above Ceiling Work	18 days	4/15/27	5/10/27					 		· · · · · · · · · · · · · · · · · · ·	 		 	4/15/27 5/18/27 Accessible Above Celling Wo	;		
27	Electrical Overhead Rough	15	4/15/27	5/5/27					 		<u></u>	, , ,	ļ	!	4/15/27 5/3/27	 - 	‡	
28	VAV, Piping, & Sheet Metal	days 10	4/15/27	4/28/27		ļ			 			<u>.</u>	!	! !	Electrical Overhead Rough 4/15/27 4/28/27	<u> </u>	÷	
19	Duct HVAC Temperature	days	4/20/27	5/5/27		ļ	.		 	· -	i 		i 	; !	VAV, Piping, & Sheet Metal Du 4/29/27 S 5/5/27	:t 	i	
	Controls Overhead								 		 	i !	i 	! !	HVMC Temperature Controls O	erhead		
30	Plumbing Overhead	5 days	4/15/27	4/21/27		1				1 1 1	1	[[1	 	6/15/27 # 6/21/27 Plumbing Overhead	1	1 1	1
31	Firestopping	3 days	5/6/27	5/10/27					 	-			 		\$/6/27 s \$/10/27 Firestopping	 		
32	Tape & Sand Gypsum Board &		4/29/27	5/12/27			-		 	-				1	4/29/27 🚃 5/12/27			- +
33	Tile Backer Prime & 1st Coat Paint	days 17	5/13/27	6/7/27		<u></u>		-	 			 		! {	Tape & Sand Gypourn Board & T \$/18/27 [] 6		÷	
	(PT-1,2,3,4,5,6,7,8)	days							 		i ! !	i !	i 	! !	Prime & Est Coat Paint (PT-	,2,3,4,5,6,7,8)		
34	Rooms With (FT-1, FRP-1, SSP-1)	3 days	5/13/27	5/17/27		1				1 1 1	1			[5/13/27 g 5/17/2 Reems With (FT-1, FRF-1	SSP-1)	1	!
35	Rooms With (ACT-1)	5 days	5/18/27	5/24/27						 	1	1	 	 	Rooms With (ACT			
16	Everywhere Else	9 days	5/25/27	6/7/27					 			1	1		5/25/27 6/ Everywhere B	/27		!
37		6 days	5/18/27	5/25/27				-	 				 	 	5/18/27 🗰 5/25	27	‡	
38		7 days	5/26/27	6/4/27				-	 				!		Ceramic Floor Tile (FT- 5/26/27 6/4	/27	ļ	
39	(SSP-1) Ceramic Wall Tile	5 davs	5/26/27	6/2/27		ļ		-	 				i 		Solid Surface Wall Par 5/26/27 💼 6/2		ļ	
10	(WT-1,2,3,4,5)	- 1	F /2 C /27	6/2/27					 	 - -	 	 	 	 	Ceramic Wall Tile (W		÷	
40	FRP (FRP-1)	5 days	5/26/27	6/2/27					 	 	 	 	 - -	! !	ERP (FRP-1)			
41	Epoxy Floors (ERF-1,EB-1)	7 days	6/7/27	6/15/27						1	1	1		 	6/7/27 Epaxy Floors (E			
42		7 days	6/8/27	6/16/27					 	· -,	·		,	,	6/3/27 Wall Protection & Har	/16/27	· · · · · · · · · · · · · · · · · · ·	
43	(WP-1,2,3) Acoustical Ceiling Grid	8 days	5/25/27	6/4/27		 !			 		. !		¦ !	 	5/25/27 💼 6/-	/27 · · · · · · · · · · · · · · · · · · ·		
14	Trim Ceiling Devices	8 davs	6/7/27	6/16/27		ļ	.		 		; ;	; 	; 	; 	Acoustical Cellin		ļ	
45					L			-	 				¦	¦	Yrim Ceiling		ļ	
	Voltage			6/16/27					 	!	! !	! !	! !	! !	Electrical Lighting 8	Lew Voltage		
16	HVAC Grilles Registers Diffusers	5 days	6/7/27	6/11/27		1		1		1 1 1		· !		1 	6/7/27 g 6 HVAC Grilles Regist			
17	Fire Alarm	5 days	6/7/27	6/11/27					 	 	 	 	 	 	6/7/27 g 6	11/27		1
18	Sprinklers	5 days	6/7/27	6/11/27			.		 	!	!	/ ! !		¦	6/7/27 🛮 6	11/27		- 1
49	Above Ceiling Inspections	1 day	6/17/27	6/17/27					 			!	!	J	Sprinkle 6/17/27	6/17/27		-1
50	Electrical	1 day	6/17/27	6/17/27					 		 	 	 	 	6/17/27	/17/27		- 1
51	Building	1 day	6/17/27	6/17/27		 		 -	 	 -	 	 	 	 	Electr 6/17/27			
						1					1			1	Build	ng		-



sk Name	Duratio	Start	Finish	r 4, 2024	04	4 2025														
						1, 2025 Feb Ma		r 2, 2025 May Jun		3, 2025 Aug Sep	Oct Nov De	Qtr 1, 2026 Jan Feb Mar	Qtr 2, 2026 Apr May Jun	Qtr 3, 2026 Jul Aug Sep	Oct Nov Dec	Qtr 1, 2027 Jan Feb Mar	Qtr 2, 2027 Qtr 3, 2027 Apr May Jun Jul Aug Se		Nov. Dec.	Qtr 1, Jan Fe
HVAC	1 day	6/17/27	6/17/27									İ		i !		1	6/17/27 6/17/27 HVAC			
Sprinkler	1 day	6/17/27	6/17/27										i	j		j	6/17/27 6/17/27			
Plumbing	1 day	6/17/27	6/17/27											; :		;	6/17/27 6/17/27	· - ÷		
Fire Alarm	1 day	6/17/27	6/17/27											<u> </u> 	! ! !	<u> </u>	6/17/27 6/17/27			
Acoustical Ceiling Tile	7 days	6/18/27	6/28/27					<u> </u> 	 					<u> </u> 	! ! !	! !	6/18/27 6/28/27			ļ
Flooring (LVT-1, LVT-2)		6/29/27	7/19/27											! !	¦	¦	6/29/27 7/19/27			÷
Millwork & Solid Surface	10	7/20/27	8/2/27												¦	BAilbuork 9. C	7/20/27 🚃 8/2/27	1 DI 1 DI	2 CLDC 1 CLI	
Quartz Tops (QZ-1)		8/3/27	8/5/27													Williwork & 3	8/3/27 8/5/27		1-2,3103-1,311)3-2)
Resilient Base (RB-1,2,3)	4 days	8/3/27	8/6/27										j 	!			8/3/27 8/6/27			
Final Paint (PT-1,2,3,4,5,6,7,8		8/6/27	8/19/27										ļ !			ļ !	8/6/27 🗰 8/19	/27		i
Wallcovering (WC-1)		8/20/27	8/23/27														8/20/27 8/23	3/27		
Electrical Receptacles & TVs	7 days	8/16/27	8/24/27									-		! 	! !	! 	8/16/27 🗰 8/24	4/27		
Low Voltage Outlets	7 days	8/16/27	8/24/27					 				-		 	 	 	8/16/27 🔳 8/24	4/27		
Fire Alarm Testing	2 days	8/20/27	8/23/27										 	 	 	 	8/20/27 8/23	3/27		‡
Plumbing Fixtures	7 days	8/16/27	8/24/27											 	 	 	8/16/27 = 8/24	4/27		-
Medical Gas Outlets	4 days	8/16/27	8/19/27		ļ									¦			8/16/27 8/19	/27		÷
Toilet Accessories	7 days	8/16/27	8/24/27		ļ								¦	 			8/16/27 🗰 8/24	4/27		÷
Doors & Hardware (ACD-1)	7 days	8/16/27	8/24/27		<u> </u>								- 	! !	¦	! !	8/16/27 💼 8/24	4/27		÷
HVAC TAB	5 days	8/16/27	8/20/27] 			8/16/27 8/20			
Furniture & Curtains	3 days	8/20/27	8/24/27											J			8/20/27 8/2			<u> </u>
Signage	1 day	8/20/27	8/20/27										J	J	/		8/20/27 8/20			±
Punchlist & Corrections	5 days	8/25/27	8/31/27												!	 	8/25/27 🔳 8/			
Construction Clean	3 days	8/25/27	8/27/27				i		 					; 		 	8/25/27 8/2	7/27		
Substantial Completion	0 days	8/31/27	8/31/27						 					; 				/1/27		
IDPH Inspections		9/1/27	10/26/27									-			 		1/1/27	.,		
Resident / Staff Moves		10/27/27	11/2/27											¦		 	16	127/27	11/2/27	÷
	Fire Alarm Acoustical Ceiling Tile (ACT-1,x,2) Flooring (LVT-1, LVT-2) Millwork & Solid Surface Counter Tops Quartz Tops (QZ-1) Resilient Base (RB-1,2,3) Final Paint (PT-1,2,3,4,5,6,7,8 Wallcovering (WC-1) Electrical Receptacles & TVs Low Voltage Outlets Fire Alarm Testing Plumbing Fixtures Medical Gas Outlets Toilet Accessories Doors & Hardware (ACD-1) HVAC TAB Furniture & Curtains Signage Punchlist & Corrections Construction Clean Substantial Completion IDPH Inspections	Plumbing 1 day Fire Alarm 1 day Acoustical Ceiling Tile (ACT-1,x,2) Flooring (LVT-1, LVT-2) 15 days Millwork & Solid Surface 10 days Quartz Tops (QZ-1) 3 days Resilient Base (RB-1,2,3) 4 days Final Paint (PT-1,2,3,4,5,6,7,8) 10 days Wallcovering (WC-1) 2 days Low Voltage Outlets 7 days Fire Alarm Testing 2 days Plumbing Fixtures 7 days Medical Gas Outlets 4 days Toilet Accessories 7 days Doors & Hardware (ACD-1) 7 days HVAC TAB 5 days Furniture & Curtains 3 days Signage 1 day Punchlist & Corrections 5 days Construction Clean 3 days Substantial Completion 0 days IDPH Inspections 40 days	Plumbing 1 day 6/17/27 Fire Alarm 1 day 6/17/27 Acoustical Ceiling Tile (ACT-1,x,2) 7 days 6/18/27 Flooring (LVT-1, LVT-2) 15 days 6/29/27 days Millwork & Solid Surface Counter Tops 10 days 7/20/27 Quartz Tops (QZ-1) 3 days 8/3/27 Resilient Base (RB-1,2,3) 4 days 8/3/27 Final Paint (PT-1,2,3,4,5,6,7,8) 0 days 8/20/27 Electrical Receptacles & TVs 7 days 8/16/27 Low Voltage Outlets 7 days 8/16/27 Fire Alarm Testing 2 days 8/20/27 Plumbing Fixtures 7 days 8/16/27 Medical Gas Outlets 4 days 8/16/27 Doors & Hardware (ACD-1) 7 days 8/16/27 HVAC TAB 5 days 8/20/27 Furniture & Curtains 3 days 8/20/27 Signage 1 day 8/20/27 Construction Clean 3 days 8/25/27 Substantial Completion 0 days 8/31/27	Plumbing 1 day 6/17/27 6/17/27 Fire Alarm 1 day 6/17/27 6/17/27 Acoustical Ceiling Tile (ACT-1,x,2) 7 days 6/18/27 6/28/27 Flooring (LVT-1, LVT-2) 15 days 6/29/27 7/19/27 days Millwork & Solid Surface Counter Tops 10 days 8/3/27 8/5/27 Resilient Base (RB-1,2,3) 4 days 8/3/27 8/6/27 Final Paint (PT-1,2,3,4,5,6,7,8) 10 days 8/6/27 8/19/27 Wallcovering (WC-1) 2 days 8/20/27 8/23/27 Electrical Receptacles & TVs 7 days 8/16/27 8/24/27 Low Voltage Outlets 7 days 8/16/27 8/24/27 Fire Alarm Testing 2 days 8/16/27 8/24/27 Medical Gas Outlets 4 days 8/16/27 8/24/27 Toilet Accessories 7 days 8/16/27 8/24/27 Doors & Hardware (ACD-1) 7 days 8/16/27 8/24/27 HVAC TAB 5 days 8/16/27 8/20/27 Furniture & Curtains 3 days	Plumbing 1 day 6/17/27 6/17/27 Fire Alarm 1 day 6/17/27 6/17/27 Acoustical Ceiling Tile (ACT-1, A; 2) 7 days 6/18/27 6/28/27 Flooring (LVT-1, LVT-2) 15 days 6/29/27 7/19/27 Millwork & Solid Surface Counter Tops 10 days 7/20/27 8/2/27 Quartz Tops (QZ-1) 3 days 8/3/27 8/5/27 Resilient Base (RB-1,2,3) 4 days 8/3/27 8/6/27 Final Paint (PT-1,2,3,4,5,6,7,8) 10 days 8/6/27 8/19/27 Wallcovering (WC-1) 2 days 8/16/27 8/24/27 Electrical Receptacles & TVs 7 days 8/16/27 8/24/27 Low Voltage Outlets 7 days 8/16/27 8/24/27 Fire Alarm Testing 2 days 8/16/27 8/24/27 Medical Gas Outlets 4 days 8/16/27 8/24/27 Toilet Accessories 7 days 8/16/27 8/24/27 Doors & Hardware (ACD-1) 7 days 8/16/27 8/20/27 HVAC TAB 5 days	Plumbing 1 day 6/17/27 6/17/27 Fire Alarm 1 day 6/17/27 6/17/27 Acoustical Ceiling Tile (ACT-1, A; 2) 7 days 6/18/27 6/28/27 Flooring (LVT-1, LVT-2) 15 days 6/29/27 7/19/27 days Millwork & Solid Surface Counter Tops 10 7/20/27 8/2/27 Quartz Tops (QZ-1) 3 days 8/3/27 8/5/27 Resilient Base (RB-1,2,3) 4 days 8/3/27 8/6/27 Final Paint (PT-1,2,3,4,5,6,7,8) days 8/6/27 8/23/27 Wallcovering (WC-1) 2 days 8/20/27 8/23/27 Electrical Receptacles & TVs 7 days 8/16/27 8/24/27 Low Voltage Outlets 7 days 8/16/27 8/24/27 Fire Alarm Testing 2 days 8/20/27 8/23/27 Plumbing Fixtures 7 days 8/16/27 8/24/27 Medical Gas Outlets 4 days 8/16/27 8/24/27 Toilet Accessories 7 days 8/16/27 8/24/27 Doors & Hardware (ACD-1) 7 days 8/16/27 8/24/27 HVAC TAB 5 days 8/16/27 8/20/27 Furniture & Curtains 3 days 8/20/27 8/20/27 Signage 1 day 8/20/27 8/20/27 Punchlist & Corrections 5 days 8/25/27 8/31/27	Plumbing 1 day 6/17/27 6/17/27 Fire Alarm 1 day 6/17/27 6/17/27 Acoustical Ceiling Tile (ACT-1, A; 2) 7 days 6/18/27 6/28/27 Flooring (LVT-1, LVT-2) 15 days 6/29/27 7/19/27 days Millwork & Solid Surface Counter Tops 10 7/20/27 8/2/27 Quartz Tops (QZ-1) 3 days 8/3/27 8/5/27 Resilient Base (RB-1,2,3) 4 days 8/3/27 8/6/27 Final Paint (PT-1,2,3,4,5,6,7,8) 10 days 8/6/27 8/23/27 Wallcovering (WC-1) 2 days 8/20/27 8/23/27 Electrical Receptacles & TVs 7 days 8/16/27 8/24/27 8/24/27 Low Voltage Outlets 7 days 8/16/27 8/24/27 8/24/27 Fire Alarm Testing 2 days 8/20/27 8/23/27 8/24/27 Plumbing Fixtures 7 days 8/16/27 8/24/27 8/24/27 Medical Gas Outlets 4 days 8/16/27 8/24/27 8/19/27 Toilet Accessories 7 days 8/16/27 8/24/27 8/24/27 Doors & Hardware (ACD-1) 7 days 8/16/27 8/24/27 8/24/27 HVAC TAB 5 days 8/16/27 8/20/27 8/20/27 8/20/27 Furniture & Curtains 3 days 8/20/27 8/20/27 8/20/27 8/20/27 Signage 1 day 8/20/27 8/20/27 8/20/27 8/20/27 Punchlist & Corrections 5 days 8/25/27	Plumbing 1 day 6/17/27 6/17/27 Fire Alarm 1 day 6/17/27 6/17/27 Acoustical Ceiling Tile (ACT-1,x,2) 7 days 6/18/27 6/28/27 Flooring (LVT-1, LVT-2) 15 days 6/29/27 7/19/27 Millwork & Solid Surface Counter Tops 10 7/20/27 8/2/27 Quartz Tops (QZ-1) 3 days 8/3/27 8/5/27 Resilient Base (RB-1,2,3) 4 days 8/3/27 8/6/27 Final Paint (PT-1,2,3,4,5,6,7,8) 10 adays 8/20/27 8/23/27 Wallcovering (WC-1) 2 days 8/20/27 8/23/27 Electrical Receptacles & TVs 7 days 8/16/27 8/24/27 Low Voltage Outlets 7 days 8/16/27 8/23/27 Fire Alarm Testing 2 days 8/20/27 8/23/27 Plumbing Fixtures 7 days 8/16/27 8/24/27 Medical Gas Outlets 4 days 8/16/27 8/24/27 Doors & Hardware (ACD-1) 7 days 8/16/27 8/24/27 HVAC TAB 5 days 8/20/27	Plumbing	Plumbing 1 day 6/17/27 6/17/27 Fire Alarm 1 day 6/17/27 6/17/27 Acoustical Ceiling Tile 7 days 6/18/27 6/28/27 7/19/27 Acoustical Ceiling Tile 7 days 6/18/27 6/28/27 7/19/27 days Millwork & Solid Surface 10 7/20/27 8/2/27 Counter Tops days 10 7/20/27 8/2/27 Quartz Tops (QZ-1) 3 days 8/3/27 8/5/27 Resilient Base (RB-1,2,3) 4 days 8/3/27 8/6/27 Final Paint (PT-1,2,3,4,5,6,7,8) 10 8/6/27 8/23/27 Wallcovering (WC-1) 2 days 8/20/27 8/23/27 Electrical Receptacles & TVs 7 days 8/16/27 8/24/27 Low Voltage Outlets 7 days 8/16/27 8/24/27 Fire Alarm Testing 2 days 8/20/27 8/23/27 Plumbing Fixtures 7 days 8/16/27 8/24/27 Medical Gas Outlets 4 days 8/16/27 8/24/27 Medical Gas Outlets 5 days 8/16/27 8/24/27 Toilet Accessories 7 days 8/16/27 8/24/27 Doors & Hardware (ACD-1) 7 days 8/16/27 8/24/27 HVAC TAB 5 days 8/16/27 8/24/27 Furniture & Curtains 3 days 8/20/27 8/20/27 Punchlist & Corrections 5 days 8/25/27 8/31/27 Construction Clean 3 days 8/25/27 8/31/27 Substantial Completion 0 days 8/31/27 8/31/27 IDPH Inspections 40 9/1/27 10/26/27	Plumbing	Plumbing 1 day 6/17/27 6/17/27 Fire Alarm 1 day 6/17/27 6/17/27 Acoustical Ceiling Tile (ACT-1,x,2) 6/28/27 (ACT-1,x,2) 15 6/28/27 (ACT-1,x,2) 15 6/29/27 7/19/27 days Millwork & Solid Surface 10 7/20/27 8/2/27 8/2/27 Counter Tops (QZ-1) 3 days 8/3/27 8/5/27 Resilient Base (RB-1,2,3) 4 days 8/3/27 8/6/27 Final Paint (PT-1,2,3,4,5,6,7,8) 10 8/6/27 8/19/27 days Mallcovering (WC-1) 2 days 8/20/27 8/23/27 Electrical Receptacles & TV 5 7 days 8/16/27 8/24/27 Low Voltage Outlets 7 days 8/20/27 8/23/27 Fire Alarm Testing 2 days 8/20/27 8/23/27 Plumbing Fixtures 7 days 8/16/27 8/24/27 Medical Gas Outlets 4 days 8/16/27 8/24/27 Toilet Accessories 7 days 8/16/27 8/24/27 Doors & Hardware (ACD-1) 7 days 8/16/27 8/24/27 Furniture & Curtains 3 days 8/20/27 8/24/27 Furniture & Curtains 3 days 8/20/27 8/24/27 Signage 1 day 8/20/27 8/22/27 Punchlist & Corrections 5 days 8/31/27 8/21/27 Substantial Completion 0 days 8/31/27 8/31/27 Substantial Completion 0 days 8/31/27 8/31/27 IDPH Inspections 40 9/1/27 10/26/27 days	Plumbing 1 day 6/17/27 6/17/27 Fire Alarm 1 day 6/17/27 6/17/27 Acoustical Ceiling Tile 7 days 6/18/27 6/28/27 (ACT-1,X,2) 15 6/29/27 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Resilient Base (R8-1,2,3) 4 days 8/3/27 8/5/27 Resilient Base (R8-1,2,3) 4 days 8/3/27 8/5/27 Final Paint (PT-1,2,3,4,5,6,7,8) 10 8/6/27 8/19/27 Wallcovering (WC-1) 2 days 8/16/27 8/23/27 Electrical Receptacles & TVs 7 days 8/16/27 8/24/27 Low Voltage Outlets 7 days 8/16/27 8/24/27 Fine Alarm Testing 2 days 8/20/27 8/23/27 Plumbing Fixtures 7 days 8/16/27 8/24/27 Medical Gas Outlets 4 days 8/16/27 8/24/27 Toilet Accessories 7 days 8/16/27 8/24/27 Toilet Accessories 7 days 8/16/27 8/24/27 Furniture & Curtains 3 days 8/20/27 8/24/27 Furniture & Curtains 3 days 8/20/27 8/23/27 Signage 1 day 8/20/27 8/23/27 Oconstantial Completion 0 days 8/31/27 8/31/27 Substantial Completion 0 days 8/31/27 8/31/27	Plumbing 1 day 6/17/27 6/17/27	Plumbing 1.day 6/17/27 6/17/27 Fire Alarm 1.day 6/17/27 6/17/27 Accustical Ceiling Tile 7 days 6/18/27 7/19/27 Flooring (LVT-1, LVT-2) 1.5 6/18/27 7/19/27 Flooring (LVT-1, LVT-2) 1.5 6/18/27 7/19/27 Millivort & Solid Surface 1.0 7/20/27 8/12/27 Counter Tops (CR-11) 3 days 8/18/27 8/19/27 Flooring (LVT-1, LVT-2) 3. days 8/18/27 8/19/27 Final Paint (PT-1, 2, A.5, 5.7.8.7.8.8) 1.0 8/19/27 Final Paint (PT-1, 2, A.5, 5.7.8.8.8.8.8.8.8.8.18/27 8/19/27 Final Paint (PT-1, 2, A.5, 5.7.8.8.8.8.8.8.8.8.8.8.8.8.8.8.8.8.8.8.	Plumbing 1 day 6/17/27 6/17/27 Fire Alarm 1 day 6/17/27 6/17/27 Accustat Ceing Tile 7 days 6/18/27 6/18/27 Accustat Ceing Tile 7 days 8/18/27 6/18/27 Accustat Ceing Tile 7 days 8/18/27 7/19/27 Accustat Ceing Tile 7 days 8/18/27 8/18/27 Accustat Ceing Tile 7 days 8/18/27 A	Springer 1	Springer 1 str. 54777	Spring S	

EXHIBIT C – INSURANCE & BONDING REQUIREMENTS

INSURANCE REQUIREMENTS

- 1. Worker's Compensation Insurance in the statutory amounts.
- 2. **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- 3. Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.
- 4. Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage, its' officers, elected officials and employees, 42l N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.
- 5. All Subcontractors engaged to do Work on the Project shall also be required to meet all of the above insurance requirements.

PAYMENT AND PERFORMANCE BOND REQUIREMENTS

The Construction Manager shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on A.I.A. Document A-312, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.