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AIA® Document A133® – 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

AGREEMENT made as of the 27th day of December in the year 2024
(In words, indicate day, month, and year.)

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

Board of Education of Mokena School District 159
11244 Willow Crest Ln
Mokena, IL 60448

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

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

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

Mokena Phase 6 – Fire Alarm Replacement

Mokena Intermediate School Fire Alarm Replacement
11331 195th Street
Mokena, IL 60448

Mokena Elementary School Fire Alarm Replacement
11244 Willowcrest Lane
Mokena, IL, 60448

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.

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.

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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.)

Not Applicable

§ 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.)

Fire Alarm Replacement at Mokena Intermediate School and Mokena Elementary School

§ 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.)

$1,088,083.00.00

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Order Material – December 23, 2024

Anticipated Equipment Delivery; May 2025

.2 Construction commencement date:

May 26, 2025

.3 Substantial Completion date or dates:

August 8, 2025

.4 Other milestone dates:
ROE Permit March 2025
Work expected to being week of May 26, 2025 Demolition of older systems Install new system - May 26--August 1.
Testing of new system August 1- August 15

§ 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.)

Not Applicable

§ 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.)

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–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.)

Owner shall provide access to the school and receiving area after class room hours and during school breaks.

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

Dr. Teri Shaw
Mokena School District 159
11244 Willowcrest Lane
Mokena, IL 60448

§ 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.)

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Not Applicable

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not Applicable

.2 Civil Engineer:

Not Applicable

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

Not Applicable

§ 1.1.11
(Paragraphs deleted)
Omitted

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

Mario Zotta , Engineer
Christian Giuliani, Project Manager
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

§ 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.)

Not Applicable

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

Not Applicable

§ 1.1.15 Other Initial Information on which this Agreement is based:

Not Applicable

§ 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 voluntarily changed without ten days' prior notice to the other party.

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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 execution of this Agreement, other documents listed in this Agreement, and Modifications signed by both Parties 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and furnished by the Owner as described in Section 3.2.8. 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. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement 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. The Construction Manager has been engaged to provide professional services because of its character, expertise and qualifications in dealing with and acting as a construction manager on projects of similar size and scope. For administrative oversights and project delivery responsibility purposes, Construction Manager shall hold the contracts or subcontracts with the various trade contractors (hereinafter referred to as trade contractors, Contractors or Subcontractors) selected in consultation with the Owner and in compliance with applicable public competitive bidding and surety bond requirements, if applicable, to perform the portions of the Work. The Construction Manager shall at all times act in the interests of the Owner and shall be responsible to the Owner for the proper performance of the Work by the Contractors and Subcontractors in accordance with the Contract Documents and for the Guaranteed Maximum Price.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as 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.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, 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 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.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

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§ 3.1.3 Consultation

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

§ 3.1.3.2 The Construction Manager shall advise the Owner on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner, 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.

(Paragraph deleted)

§ 3.1.3.3 Construction Manager Role: Bidding

If necessary, the Construction Manager shall secure the services of the trade contractors (Subcontractors) on a direct contractual basis. The Subcontractors shall be selected and engaged under a competitive sealed bidding process consistent with the standards and procedures of the Illinois School Code, if applicable. If the Construction Manager desires to perform any of the Work with its own forces, the Construction Manager shall be required to participate in the same competitive bidding process as all other potential contractors and shall not be involved in evaluating any bids in which the Construction Manager is a bidder.

§ 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 Owner's review and acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; 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 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, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design, the Construction Manager shall prepare, for the Owner's review and 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 Owner 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 The Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, 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 Owner's review and approval. The Construction Manager shall inform the Owner in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 Omitted

§ 3.1.7 Omitted

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner regarding equipment, materials, services, and temporary Project facilities.

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§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 Omitted

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop, with Owner's consultation, bidders' interest in the Project. Owner and Construction Manager shall determine the applicability of and comply with statutory competitive bidding requirements. Contracts shall be entered into between the lowest responsive and responsible bidders and the Construction Manager, or between the Construction Manager and Owner if the Construction Manager is the lowest responsive and responsible bidder.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's review and 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. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 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 expressly defined in this Contract.

§ 3.1.13.1 Prevailing Wage Act

The Construction Manager shall in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to Owner, observe and have them observe all requirements of the Illinois Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages, and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls at prescribed intervals and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. 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.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and

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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 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Construction Manager shall provide with each pay application a contingency use report to the Owner, identifying any items for which contingency was used and the amount of contingency used. All unused portions of the contingency shall be credited to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Owner to review the Guaranteed Maximum Price proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager may incur cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 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 execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

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§ 3.3.2 Administration

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

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

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 , showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner, 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.

§ 3.3.2.5 Cost Control

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 shall provide this information in its monthly reports to the Owner, in accordance with Section 3.3.2.3 above.

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 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 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. The Owner, 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;

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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 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.

(Paragraph deleted)

§ 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. To the extent permitted by law, 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. 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.

(Paragraphs deleted)

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.)

Not Applicable

§ 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.)

Not Applicable

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, 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.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

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§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)
(Insert rate of monthly or annual interest agreed upon.)

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 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.

§ 6.1.2 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.)

Fee shall be calculated using the agreed upon percentages shown in the example below:

Cost of the Work		$750,734
ESG Engineering	8.0%	$60,059
ESG Project Management	8.0%	$60,059
Bonding	1.7%	$12,762
Customer's Contingency/Risk	1.5%	$11,261
ESG Overhead	15.0%	$112,610
Project Subtotal		$1,007,485
ESG Profit	8.0%	$80,599
Total Contract Sum		$1,088,083

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

The adjustment to the Construction Manager's Fee for changes in the Work shall be calculated using the percentages and fee components shown in section 6.1.2.

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

Not Applicable

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Not Applicable

§ 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 Amendment, subject to additions and deductions by Change Order as provided in the

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Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 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.

§ 6.3.1.1 The Owner 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.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. The Contract Sum shall be calculated using the agreed upon percentage rates in Article 6.2.1.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

(Paragraph deleted)

§ 7.2 Omitted

(Paragraphs deleted)

§ 7.3 Subcontract Costs

Subcontractors will be selected through a competitive bid process that complies with the Illinois School Code and all subcontractor quotes will be reviewed with Owner prior to subcontract award and execution of the subcontract agreements. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 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.

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(Paragraphs deleted)

§ 7.5 Omitted

§ 7.6 Miscellaneous Costs

(Paragraphs deleted)

§ 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.

(Paragraph deleted)

§ 7.6.6 Omitted

§ 7.6.7 Omitted

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

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

§ 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 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

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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:

.1 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;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 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;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7; and

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 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.

§ 8.3 Allocation of IRC 179D or Similar Income Tax Deduction Benefits. As a result of ESG's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to ESG as the party primarily responsible for designing energy efficiency improvements implemented at Owner's Facilities. Congress provided in IRC 179D(d)(4) for government owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here ESG. Owner hereby agrees to allocate to ESG such deduction and any similar deduction enacted by Congress to replace IRC 179D. Owner agrees to cooperate with ESG by executing annually during the construction of the Measures, and promptly returning to ESG, a written allocation and declaration required by IRC 179D. ESG will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation supplied for Owner's signature. Notwithstanding anything to the contrary herein, Owner makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by ESG. ESG assumes all risk related to such allocation and deduction.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers and, subject to Section 9.1.1, to object to any

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subcontractor or supplier. Any approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 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.

§ 9.2 Subcontracts 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 Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, 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.

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 in accordance with Construction Manager's standard operating practices. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded reasonable 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 Owner by the Construction Manager, and Certificates for Payment issued by the Owner, 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, or as follows:

Contractor shall be paid an "Initial Payment" equal to 25% of the Guaranteed Maximum Price, which shall compensate Contractor for preconstruction work and services performed at Contractor's sole cost and risk prior to execution of this Agreement.

§ 11.1.3 The Owner shall make payments of the certified amount(s) stated in any approved Applications for Payment within thirty (30) days after receipt of Construction Manager's invoice pursuant to the Illinois 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 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.

§ 11.1.4.1 By submitting an Application for Payment, the Construction Manager warrants that full and complete title will vest in the Owner for all Work covered by an Application for Payment, no later than the time of such payment. Additionally, all Work represented by a submitted Application for Payment shall be free and clear of any and all liens, claims, security interests, or encumbrances in favor of any person or entity. Construction Manager shall include executed partial or final lien waivers from all contractors covered by an Application for Payment

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§ 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 Owner 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 Owner.

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

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

.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 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;

.3 That portion of Construction Change Directives that the Owner determines, in the Owner's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 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

.6 Retainage withheld pursuant to Section 11.1.8.

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§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

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

Not Applicable

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall be released for each ECM upon Substantial Completion of the ECM

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Not Applicable

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

§ 11.1.10 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.

§ 11.1.11 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.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 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

- **.1** 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 Owner in accordance with Section 11.2.2.2.

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§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Construction Manager that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Construction Manager.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Owner will either issue a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Owner's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Owner's final Certificate for Payment.

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

Following completion of any punch list items and approval by the Board of Education.

§ 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.

§ 11.3 Interest

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

Interest rate in accordance with Illinois Local Government Prompt Payment Act

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017.

(Paragraphs deleted)

§ 12.2 Binding Dispute Resolution

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

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[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 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 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, 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 13.1.4:

.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 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 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 13.1.5.1. 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 reasonably 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.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order

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or rental agreement, 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 necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.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 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 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 13.2.2.1.1. 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.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination and for all termination related expenses, in accordance with the terms of this Agreement.

§ 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 Article 14 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.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the

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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.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Not Applicable	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

(Paragraphs deleted)

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 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.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–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 A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5

.6 Other Exhibits:

Exhibit C Scope of Work
Exhibit D Prevailing Wage Rates
Exhibit E Fire Alarm Drawings and Specifications included in the Request for Proposals Mokena School District 159 RFP 10172024R

(Check all boxes that apply.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

Not Applicable

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

Dr. Teri Shaw	Geoff Wilde
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Dr. Teri Shaw CSBO	Geoff Wilde VP, Chief Financial Office
(Printed name and title)	*(Printed name and title)*

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AIA® Document A133® – 2019

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PAGE 1

Board of Education of Mokena School District 159
11244 Willow Crest Ln
Mokena, IL 60448

...

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

...

Mokena Phase 6 – Fire Alarm Replacement

Mokena Intermediate School Fire Alarm Replacement
11331 195th Street
~~The Architect:~~Mokena, IL 60448
~~(Name, legal status, address, and other information)~~
Mokena Elementary School Fire Alarm Replacement
11244 Willowcrest Lane
Mokena, IL, 60448

PAGE 2

Not Applicable

...

Fire Alarm Replacement at Mokena Intermediate School and Mokena Elementary School

...

$1,088,083.00.00

PAGE 3

Order Material – December 23, 2024
Anticipated Equipment Delivery; May 2025

...

May 26, 2025

...

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August 8, 2025

...

ROE Permit March 2025
Work expected to being week of May 26, 2025 Demolition of older systems Install new system - May 26-- August 1.
Testing of new system August 1- August 15

...

Not Applicable

...

Not Applicable

...

Owner shall provide access to the school and receiving area after class room hours and during school breaks.

...

Dr. Teri Shaw
Mokena School District 159
11244 Willowcrest Lane
Mokena, IL 60448
PAGE 4

Not Applicable

...

Not Applicable

...

Not Applicable

...

Not Applicable

§ 1.1.11 ~~The Architect's representative:~~
~~*(List name, address, and other contact information.)*~~

Omitted

...

Mario Zotta , Engineer

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Christian Giuliani, Project Manager
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

...

Not Applicable

...

Not Applicable

...

Not Applicable

...

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be voluntarily changed without ten days' prior notice to the other party.

PAGE 5

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications ~~issued~~ signed by both Parties 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment ~~and revisions prepared by the Architect~~ and furnished by the Owner as described in Section 3.2.8. 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. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

...

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. The Construction Manager has been engaged to provide professional services because of its character, expertise and qualifications in dealing with and acting as a construction manager on projects of similar size and scope. For administrative oversights and project delivery responsibility purposes, Construction Manager shall hold the contracts or subcontracts with the various trade contractors (hereinafter referred to as trade contractors, Contractors or Subcontractors) selected in consultation with the Owner and in compliance with applicable public competitive bidding and surety bond requirements, if applicable, to perform the portions of the Work. The Construction Manager shall at all times act in the interests of the Owner and shall be responsible to the Owner for the proper performance of the Work by the Contractors and Subcontractors in accordance with the Contract Documents and for the Guaranteed Maximum Price.

...

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 2.3.1. The Construction Manager's Construction Phase

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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.

...

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 is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.~~
PAGE 6

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the ~~Architect and~~ Owner to discuss such matters 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,~~ Owner, 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** The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.~~

§ 3.1.3.3 Construction Manager Role: Bidding
If necessary, the Construction Manager shall secure the services of the trade contractors (Subcontractors) on a direct contractual basis. The Subcontractors shall be selected and engaged under a competitive sealed bidding process consistent with the standards and procedures of the Illinois School Code, if applicable. If the Construction Manager desires to perform any of the Work with its own forces, the Construction Manager shall be required to participate in the same competitive bidding process as all other potential contractors and shall not be involved in evaluating any bids in which the Construction Manager is a bidder.

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~~ Owner's review and ~~the Owner's~~ acceptance. ~~The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services.~~ 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 affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; 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.

...

The Construction ~~Manager, in consultation with the Architect,~~ Manager 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, provisions for temporary facilities, and procurement and construction scheduling issues.

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...

§ 3.1.6.1 Based on the preliminary ~~design and other design criteria prepared by the Architect, the~~ design, the Construction Manager shall prepare, for the ~~Architect's~~ Owner'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~~ Owner 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~~ The Construction Manager shall prepare and update, at appropriate intervals agreed to by the ~~Owner, Construction Manager and Architect,~~ Owner and Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, 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~~ Owner'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.

§ 3.1.6.3 ~~If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.~~Omitted

§ 3.1.7 ~~As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.~~Omitted

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner ~~and Architect~~ regarding equipment, materials, services, and temporary Project facilities.
PAGE 7

§ 3.1.10 ~~If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~Omitted

...

§ 3.1.11.2 The Construction Manager shall ~~develop bidders' interest in the Project.~~develop, with Owner's consultation, bidders' interest in the Project. Owner and Construction Manager shall determine the applicability of and comply with statutory competitive bidding requirements. Contracts shall be entered into between the lowest responsive and responsible bidders and the Construction Manager, or between the Construction Manager and Owner if the Construction Manager is the lowest responsive and responsible bidder.

...

The Construction Manager shall prepare, for the ~~Architect's~~ Owner's review and ~~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. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

...

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

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opportunity programs, and other programs as ~~may be required by governmental and quasi-governmental authorities.~~expressly defined in this Contract.

§ 3.1.13.1 Prevailing Wage Act

The Construction Manager shall in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to Owner, observe and have them observe all requirements of the Illinois Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages, and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls at prescribed intervals and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions.

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's ~~and Architect's review, and the Owner's~~ review and acceptance. 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.

PAGE 8

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Construction Manager shall provide with each pay application a contingency use report to the Owner, identifying any items for which contingency was used and the amount of contingency used. All unused portions of the contingency shall be credited to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and ~~Architect~~ Owner to review the Guaranteed Maximum Price proposal. In the event that the Owner ~~or Architect discover~~ discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this ~~Agreement, a copy of which the Owner shall provide to the Architect.~~ Agreement. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager ~~shall not incur any~~ may incur 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.~~Amendment.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner ~~and Architect~~ of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

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

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§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner ~~and Architect~~ a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

...

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 keep, and make available to the ~~Owner and Architect,~~ Owner, 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.

...

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,~~ Owner, and shall provide this information in its monthly reports to the ~~Owner and Architect,~~ Owner, in accordance with Section 3.3.2.3 above.

...

§ 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,~~ Manager. The Owner, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

PAGE 10

~~**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. ~~The~~ To the extent permitted by law, 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.

...

~~**§ 4.3 Architect**~~

~~The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.~~

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...

Not Applicable

...

Not Applicable

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's ~~invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~invoice in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)

...

~~%~~

...

Fee shall be calculated using the agreed upon percentages shown in the example below:

Cost of the Work		$750,734
ESG Engineering	8.0%	$60,059
ESG Project Management	8.0%	$60,059
Bonding	1.7%	$12,762
Customer's Contingency/Risk	1.5%	$11,261
ESG Overhead	15.0%	$112,610
Project Subtotal		$1,007,485
ESG Profit	8.0%	$80,599
Total Contract Sum		$1,088,083

...

The adjustment to the Construction Manager's Fee for changes in the Work shall be calculated using the percentages and fee components shown in section 6.1.2.

...

Not Applicable

...

None

...

Not Applicable

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§ 6.3.1.1 The ~~Architect~~ Owner may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

...

§ 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. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. The Contract Sum shall be calculated using the agreed upon percentage rates in Article 6.2.1.

...

~~**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.~~

§ 7.2 ~~Labor Costs~~**Omitted**

~~**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.~~

~~**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.~~

~~**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:~~
~~*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*~~

~~**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, 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, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

Subcontractors will be selected through a competitive bid process that complies with the Illinois School Code and all subcontractor quotes will be reviewed with Owner prior to subcontract award and execution of the subcontract agreements. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

...

§ 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.

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~~**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**~~

~~**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.~~

~~**§ 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 the Construction Manager's site office, including general office equipment and supplies.~~

~~**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.~~

§ 7.5 Omitted

~~**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.~~

~~**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~

~~**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.~~

~~**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.~~

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~~**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, 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, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~

§ 7.6.6 ~~Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~Omitted

§ 7.6.7 ~~Costs of document reproductions and delivery charges.~~Omitted

...

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~~**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.~~

~~**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.
PAGE 14

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7; and
.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be ~~exceeded; and~~exceeded.

...

§ 8.3 Allocation of IRC 179D or Similar Income Tax Deduction Benefits. As a result of ESG's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to ESG as the party primarily responsible for designing energy efficiency improvements implemented at Owner's Facilities. Congress provided in IRC 179D(d)(4) for government owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here ESG. Owner hereby agrees to allocate to ESG such deduction and any similar deduction enacted by Congress to replace IRC 179D. Owner agrees to cooperate with ESG by executing annually during the construction of the Measures, and promptly returning to ESG, a written allocation and declaration required by IRC 179D. ESG will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation supplied for Owner's signature. Notwithstanding anything to the contrary herein, Owner makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by ESG. ESG assumes all risk related to such allocation and deduction.

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the ~~Architect and~~ Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers ~~in consultation with the Architect~~ and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any ~~advice of the Architect, or~~ approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
PAGE 15

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.~~ in accordance with Construction Manager's standard operating practices. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded reasonable 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.

...

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§ 11.1.1 Based upon Applications for Payment submitted to the ~~Architect~~ Owner by the Construction Manager, and Certificates for Payment issued by the ~~Architect,~~ Owner, 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.

...

Contractor shall be paid an "Initial Payment" equal to 25% of the Guaranteed Maximum Price, which shall compensate Contractor for preconstruction work and services performed at Contractor's sole cost and risk prior to execution of this Agreement.

§ 11.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~The Owner shall make payments of the certified amount(s) stated in any approved Applications for Payment within thirty (30) days after receipt of Construction Manager's invoice pursuant to the Illinois Local Government Prompt Payment Act.

...

§ 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.

§ 11.1.4.1 By submitting an Application for Payment, the Construction Manager warrants that full and complete title will vest in the Owner for all Work covered by an Application for Payment, no later than the time of such payment. Additionally, all Work represented by a submitted Application for Payment shall be free and clear of any and all liens, claims, security interests, or encumbrances in favor of any person or entity. Construction Manager shall include executed partial or final lien waivers from all contractors covered by an Application for Payment

PAGE 16

§ 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~~ Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

...

§ 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.~~Owner.

...

.3 That portion of Construction Change Directives that the ~~Architect~~ Owner determines, in the ~~Architect's~~ Owner's professional judgment, to be reasonably justified; and

...

.2 The amount, if any, for Work that remains uncorrected and for which the ~~Architect~~ Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

...

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.4 For Work performed or defects discovered since the last payment application, any amount for which the ~~Architect~~ Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

PAGE 17

10%

...

Not Applicable

...

Retainage shall be released for each ECM upon Substantial Completion of the ECM

...

Not Applicable

...

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the ~~Architect~~ Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the ~~Architect~~ Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the ~~Architect~~ Owner has made exhaustive or continuous on-site inspections; or (3) that the ~~Architect~~ Owner has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

...

.3 a final Certificate for Payment has been issued by the ~~Architect~~ Owner in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the ~~Architect~~ Construction Manager that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the ~~Architect.~~Construction Manager.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the ~~Architect~~ Owner will 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~~ Owner's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. ~~The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.~~

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the ~~Architect's~~ Owner's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors

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becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the ~~Architect's~~ Owner's final Certificate for Payment.

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

Following completion of any punch list items and approval by the Board of Education.
PAGE 18

~~%~~ Interest rate in accordance with Illinois Local Government Prompt Payment Act

...

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. ~~However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

...

~~**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

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~~[–] Arbitration pursuant to Article 15 of AIA Document A201–2017~~

[**X**] Litigation in a court of competent jurisdiction

...

§ 13.1.6 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 13.1.5.1. 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 reasonably 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.
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Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination and for all termination related expenses, in accordance with the terms of this Agreement.
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§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. ~~The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and ~~($)~~ Two Million Dollars ($2,000,000) in the aggregate.

...

Not Applicable

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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~~**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~
~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

~~**§ 14.5** Other provisions:~~

...

~~**.5** Building Information Modeling Exhibit, if completed:~~

...

.6 Other Exhibits:

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Exhibit C Scope of Work
~~*(Check all boxes that apply.)*~~

~~[ ]~~ ~~AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~Exhibit D Prevailing Wage Rates
Exhibit E Fire Alarm Drawings and Specifications included in the Request for Proposals Mokena School District 159 RFP 10172024R
(Check all boxes that apply.)
~~(Insert the date of the E234-2019 incorporated into this Agreement.)~~

...

Not Applicable

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:27:14 CT on 12/26/2024 under Order No. 2114520354 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 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, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Mokena Phase 6 – Fire Alarm Replacement

Mokena Intermediate School Fire Alarm Replacement
11331 195th Street
Mokena, IL 60448

Mokena Elementary School Fire Alarm Replacement
11244 Willowcrest Lane
Mokena, IL, 60448

THE OWNER:
(Name, legal status and address)

Board of Education of Mokena School District 159
11244 Willow Crest Ln
Mokena, IL 60448

THE CONTRACTOR:
(Name, legal status and address)

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

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.

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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, or (3) a written order for a minor change in the Work issued by the Owner. 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 Owner and a Subcontractor or a Sub-subcontractor or (2) between any persons or entities other than the Owner and the Contractor.

§ 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 Contractor and the Contractor'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.

(Paragraphs deleted)

§ 1.1.8 Not Applicable

§ 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

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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 Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, subject to the terms of this Agreement, 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 Contractor's or Contractor'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.

§ 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.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner designates_____ as Owner's Representative, who shall, to the extent permitted by law, have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. 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

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information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner may retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located, or other qualified person.

§ 2.3.3 Deleted.

§ 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.

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§ 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 dispute by Contractor. Owner may 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 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 amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents 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 Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner 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 Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner 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

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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 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 shall propose alternative means, methods, techniques, sequences, or procedures. The Owner shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Owner 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 Owner in accordance with Section 3.12.8 or ordered by the Owner in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner and in accordance with a Change Order.

§ 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 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 Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty set forth herein shall continue to be effective for a period of one year following substantial completion or beneficial use of each ECM, whichever comes first. Owner shall give Contractor written notice of all defective work, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective work in an expeditious manner. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Contractor makes no warranty or representation of any kind regarding reducing, preventing, eliminating or inhibiting the transmission or spread of contaminants or pathogens

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(including COVID-19 and any other virus) in connection with the work or services provided under this Agreement. To the extent possible, Contractor shall assign to the Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

§ 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 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 before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner 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 Owner 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 Owner shall promptly notify the Contractor, stating the reasons. If Contractor disputes the Owner'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. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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.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 Deleted.
(Paragraphs deleted)

§ 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 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 Owner's approval. The Owner'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 Owner 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.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders 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 Owner, and delivered 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 Owner is subject to the limitations of Section 4.2.7. Informational submittals upon which the Owner 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 Owner without action.

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

§ 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 Owner's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order 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 Owner'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 Owner on previous submittals. In the absence of such notice, the Owner'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 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 Owner. The Owner 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 has specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Owner 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 Owner at the time and in the form specified by the Owner.

§ 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.

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§ 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 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 harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner. 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 Owner.

§ 3.18 Indemnification

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

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

ARTICLE 4 OWNER'S REPRESENTATIVE

§ 4.1 General

§ 4.1.1 The Owner's Representative is the person or entity retained by the Owner pursuant to Section 2.1.1 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 Deleted.

§ 4.2.2 The Owner's Representative 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 Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Representative 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; however, Owner's Representative will provide notice to Contractor should Owner's Representative discover that Contractor is not complying with the Contract documents.

§ 4.2.3 On the basis of the site visits, the Owner's Representative will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner 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

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 Owner's evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable, the Owner 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.

§ 4.2.7 The Owner 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 Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner'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 Owner'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 Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Contractor will prepare Change Orders, and Owner may order minor changes in the Work as provided in Section 7.4. The Owner's Representative will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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§ 4.2.9 The Owner 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 The Owner may provide one or more Project representatives to assist in carrying out the Owner's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Owner's Representatives.

§ 4.2.11 The Owner will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Contractor. The Owner'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 Owner will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 Deleted

§ 4.2.14 The Owner will review and respond to requests for information about the Contract Documents. The Owner's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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 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 Owner may notify the Contractor whether the Owner (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner 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 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 has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 makes reasonable objection to such substitution.

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors

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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 Owner 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 Owner 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 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 or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement by the Owner and Contractor. An order for a minor change in the Work may be issued by the Owner 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 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 Contractor and signed by the Owner and Contractor 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 Deleted.

(Paragraphs deleted)

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§ 7.4 Minor Changes in the Work

The Owner 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 Owner'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 Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Owner's order for a minor change without prior notice to the Owner 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 Owner 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 , 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, epidemic/pandemic or quarantine, 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 justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine.

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

§ 8.3.3 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 Owner before the first Application for Payment, allocating the entire Contract Sum to the

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various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, reasonably required by the Owner. This schedule, unless objected to by the Owner, 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 Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, 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 Owner 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 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 interim determinations of the Owner, 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. Risk of Loss for all equipment and materials provided by Contractor or any subcontractor pursuant to this Agreement shall transfer to Owner upon Substantial Completion of the Work or portion of the Work. 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. It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance. Owner shall be responsible for operating and maintaining all equipment that is installed.

§ 9.4 Certificates for Payment

§ 9.4.1 The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Contractor a Certificate for Payment in the full amount of the Application for Payment; or (2) issue to the Contractor a Certificate for Payment for such amount as the Owner determines is properly due, and notify the Contractor of the 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 of the 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 Owner, based on the Owner's evaluation of the Work and the data in the Application for Payment, that, to the best of the Owner'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 Owner.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor as provided in Section 9.4.1. If the Contractor cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner is able to make such representations. The Owner 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 Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

§ 9.5.2 When Contractor disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, Contractor 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 Owner 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 Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

§ 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 Contractor 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 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. The Owner shall not 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.

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§ 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 Owner 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 Owner or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner , 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 Owner 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 Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner'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 Owner. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Contractor 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 for 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.

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§ 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 Owner 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.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Contractor 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 Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner'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 Owner'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 Owner (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, the Owner shall, upon application by the Contractor and certification by the Owner, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner 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

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.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 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.

§ 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.

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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 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 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 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 the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has 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 shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive

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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 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 Contractor its just share of insurance proceeds received by the Owner, and by appropriate agreements the Contractor shall make payments to its 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.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Owner has not specifically requested to examine prior to its being covered, the Owner 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 Owner 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 Owner's and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 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, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

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§ 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 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 Owner timely notice of when and where tests and inspections are to be made so that the Owner 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 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 Owner will 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 Owner of when and where tests and inspections are to be made so that the Owner 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 Owner'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 Owner.

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

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.3 Because the Owner 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 , terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner , 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 the Owner shall give Contractor written notice and 15 days to cure or address the deficiency, if Contractor fails to remedy the issue the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, a second written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner'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, 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

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.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

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

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. 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.

§ 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, subject to the right of either party to proceed in accordance with this Article 15.

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

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

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

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.1.8 Limitation of Liability
The aggregate total liability of Contractor on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the performance of this Contract, shall in no event exceed three (3) times the Contract Price.

§ 15.1.9 Pathogen Claims

Airborne pathogens and/or contaminants may be transmitted in a variety of ways and circumstances, the aspects of which are currently not completely known. The effectiveness of HVAC systems, products, services and other offerings in reducing the spread of pathogens or contaminants (e.g., COVID-19), including through indoor air, has not been tested. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO AIRBORNE PATHOGENS, CONTAMINANTS AND/OR COVID-19 (INCLUCING THE TRANSMISSION, SPREAD OR CONTAMINATION THEREOF) (COLLECTIVELY, "PATHOGEN CLAIMS") AND THE PARTIES HEREBY EXPRESSLY RELEASES EACH OTHER FROM ANY SUCH PATHOGEN CLAIMS.

§ 15.2 Negotiation
§ 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 negotiated by executives with the authority to resolve a dispute on behalf of Owner and Contractor If the parties fail to resolve a dispute within 30 days after the Claim has been sent to the other party, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered.

§ 15.2.2 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.

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

(Paragraphs deleted)

§ 15.3 Mediation

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

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

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

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

(Paragraphs deleted)

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PAGE 1

Mokena Phase 6 – Fire Alarm Replacement

Mokena Intermediate School Fire Alarm Replacement
11331 195th Street
Mokena, IL 60448

Mokena Elementary School Fire Alarm Replacement
11244 Willowcrest Lane
Mokena, IL, 60448

...

Board of Education of Mokena School District 159
11244 Willow Crest Ln
Mokena, IL 60448

...

THE ~~ARCHITECT:~~CONTRACTOR:

...

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

PAGE 10

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~~ or (3) a written order for a minor change in the Work issued by the ~~Architect.~~ Owner. 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.

...

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

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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)~~ Sub-subcontractor or (2) 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.~~

...

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~~ Contractor and the ~~Architect's~~ Contractor'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.~~

§ 1.1.8 Not Applicable

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§ 1.5.1 The ~~Architect~~ Contractor and the ~~Architect's~~ Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, subject to the terms of this Agreement, 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~~ Contractor's or Contractor'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.~~Owner.

...

~~§ 1.7 Digital Data Use and Transmission~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~§ 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 written protocols governing the use of, and reliance on, the information contained in the model 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.~~

...

§ 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~~ designates _____ as Owner's Representative, who shall, to the extent permitted by law, have express

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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.~~Representative.

PAGE 12

§ 2.3.2 The Owner ~~shall~~ may 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.~~located, or other qualified person.

§ 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.~~Deleted.

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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,~~ dispute by Contractor. Owner may 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,~~ Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

...

§ 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.

...

§ 3.2.2 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~~ Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ Owner 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~~ Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ Owner may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the ~~Architect~~ Owner 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

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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.

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§ 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,~~ Owner, and shall propose alternative means, methods, techniques, sequences, or procedures. The ~~Architect~~ Owner shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the ~~Architect~~ Owner objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

...

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

...

§ 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,~~ Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty set forth herein shall continue to be effective for a period of one year following substantial completion or beneficial use of each ECM, whichever comes first. Owner shall give Contractor written notice of all defective work, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective work in an expeditious manner. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Contractor makes no warranty or representation of any kind regarding reducing, preventing, eliminating or inhibiting the transmission or spread of contaminants or pathogens (including COVID-19 and any other virus) in connection with the work or services provided under this Agreement. To the extent possible, Contractor shall assign to the Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

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§ 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.

...

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

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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~~ Owner will promptly investigate such conditions and, if the ~~Architect~~ Owner 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~~ Owner 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~~ Owner shall promptly notify the ~~Owner and~~ Contractor, stating the reasons. If ~~either party~~ Contractor disputes the ~~Architect's~~ Owner'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.~~ Owner. 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.

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§ 3.9 ~~Superintendent~~**Deleted**.

~~**§ 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.~~

§ 3.10.1 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~~ Owner's approval. The ~~Architect's~~ Owner'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~~ Owner 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.~~Owner.

...

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The Contractor shall make available, at the Project site, the Contract Documents, including Change ~~Orders, Construction Change Directives,~~ Orders 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.

...

§ 3.12.4 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~~ Owner is subject to the limitations of Section 4.2.7. Informational submittals upon which the ~~Architect~~ Owner 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~~ Owner without action.

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

§ 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~~ Owner's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the ~~Architect~~ Owner of such deviation at the time of submittal and (1) the ~~Architect~~ Owner 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~~ Owner'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~~ Owner on previous submittals. In the absence of such notice, the ~~Architect's~~ Owner's approval of a resubmission shall not apply to such revisions.
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§ 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.~~ Owner. 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~~ has specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the ~~Architect~~ Owner will review and approve or take other appropriate action on

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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~~ Owner at the time and in the form specified by the ~~Architect.~~Owner.

PAGE 18

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

...

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

...

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

...

~~**ARTICLE 4 ARCHITECT**~~
ARTICLE 4 OWNER'S REPRESENTATIVE

§ 4.1.1 The ~~Architect~~ Owner's Representative is the person or entity retained by the Owner pursuant to Section ~~2.3.2~~ 2.1.1 and identified as such in the Agreement.

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

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§ 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.~~Deleted.

§ 4.2.2 The ~~Architect~~ Owner's Representative 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~~ Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ~~Architect~~ Owner's Representative will not have control over, charge of, or responsibility for

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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.~~the Contract Documents; however, Owner's Representative will provide notice to Contractor should Owner's Representative discover that Contractor is not complying with the Contract documents.

§ 4.2.3 On the basis of the site visits, the ~~Architect~~ Owner's Representative will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The ~~Architect~~ Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The ~~Architect~~ Owner 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.

...

~~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~~ Owner's evaluations of the Contractor's Applications for Payment, the ~~Architect~~ Owner will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The ~~Architect~~ Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the ~~Architect~~ Owner considers it necessary or advisable, the ~~Architect~~ Owner 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~~ Owner 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~~ Owner's action will be taken in accordance with the submittal schedule approved by the ~~Architect~~ Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the ~~Architect's~~ Owner'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~~ Owner'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~~ Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The ~~Architect's~~ Owner'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~~ Contractor will prepare Change Orders, and Owner may order minor changes in the Work as provided in Section 7.4. The ~~Architect~~ Owner's Representative will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The ~~Architect~~ Owner 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.

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§ 4.2.10 ~~If the Owner and Architect agree, the Architect will~~ The Owner may provide one or more Project representatives to assist in carrying out the ~~Architect's~~ Owner'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.~~ Owner's Representatives.

§ 4.2.11 The ~~Architect~~ Owner 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~~ Owner'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~~ Owner 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.~~ Deleted

§ 4.2.14 The ~~Architect~~ Owner will review and respond to requests for information about the Contract Documents. The ~~Architect's~~ Owner'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.~~

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§ 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~~ Owner 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~~ Owner 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.

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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.~~ Owner. Each subcontract agreement shall preserve and protect the rights of the Owner ~~and Architect~~ under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to

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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.

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§ 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~~ Owner 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~~ Owner 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.

...

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

...

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

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

...

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

...

§ 7.3 ~~Construction Change Directives~~Deleted.

~~**§ 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:~~

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~~.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.~~

The ~~Architect~~ Owner 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~~ Owner's order for minor changes shall be in writing. If the Contractor believes that the proposed minor

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change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the ~~Architect~~ Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the ~~Architect's~~ Owner's order for a minor change without prior notice to the ~~Architect~~ Owner 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.
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§ 8.1.3 The date of Substantial Completion is the date certified by the ~~Architect~~ Owner in accordance with Section 9.8.

...

§ 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, epidemic/pandemic or quarantine, 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,~~ asserts justify delay, then the Contract Time shall be extended for such reasonable time as the ~~Architect~~ Owner may determine.

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the ~~Architect~~ Owner 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, reasonably required by the ~~Architect.~~ Owner. This schedule, unless objected to by the ~~Architect,~~ Owner, 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~~ Owner and supported by such data to substantiate its accuracy as the ~~Architect~~ Owner may require, and unless objected to by the ~~Architect,~~ Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.
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§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the ~~Architect~~ Owner 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,~~ Owner, but not yet included in Change Orders.

...

§ 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. Risk of Loss for all equipment and materials provided by Contractor or any subcontractor pursuant to this Agreement shall transfer to Owner upon Substantial Completion of the Work or portion of the Work. 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. It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance. Owner shall be responsible for operating and maintaining all equipment that is installed.

...

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§ 9.4.1 The ~~Architect~~ Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the ~~Owner~~ Contractor a Certificate for Payment in the full amount of the Application for ~~Payment, with a copy to the Contractor;~~ Payment; or (2) issue to the ~~Owner~~ Contractor a Certificate for Payment for such amount as the ~~Architect~~ Owner 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~~ Owner's evaluation of the Work and the data in the Application for Payment, that, to the best of the ~~Architect's~~ Owner'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.~~Owner.

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§ 9.5.1 The ~~Architect~~ Owner 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~~ Owner's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the ~~Architect~~ Owner is unable to certify payment in the amount of the Application, the ~~Architect~~ Owner 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~~ Owner will promptly issue a Certificate for Payment for the amount for which the ~~Architect~~ Owner is able to make such ~~representations to the Owner. The Architect~~ representations. The Owner 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~~ Owner'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

...

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

...

§ 9.5.4 If the ~~Architect~~ Owner 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.

...

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

...

§ 9.6.3 The ~~Architect~~ Contractor 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.

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§ 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~~ The Owner shall not 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.

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If the ~~Architect~~ Owner 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~~ Owner 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.

...

§ 9.8.2 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~~ Owner 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~~ Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the ~~Architect's~~ Owner'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.~~ Owner. In such case, the Contractor shall then submit a request for another inspection by the ~~Architect~~ Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the ~~Architect~~ Contractor 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.

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§ 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~~ Owner 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.~~ Contractor.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the ~~Owner, Contractor, and Architect~~ Owner and Contractor 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.

...

§ 9.10.1 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~~ Owner will promptly make such inspection. When the ~~Architect~~ Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Architect~~ Owner will promptly issue a final Certificate for Payment stating that to the best of the ~~Architect's~~ Owner's knowledge, information and belief, and on the basis of the ~~Architect's~~ Owner'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~~ Owner'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~~ Owner (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,~~ Owner, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the ~~Architect~~ Owner 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.

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§ 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.~~Owner.

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§ 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~~ has 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.

...

§ 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~~ Owner shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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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.

...

§ 11.5.1 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~~ Contractor its just share of insurance proceeds received by the Owner, and by appropriate agreements the ~~Architect and~~ Contractor shall make payments to ~~their~~ its 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~~

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~~dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

...

§ 12.1.1 If a portion of the Work is covered contrary to the ~~Architect's~~ Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the ~~Architect,~~ Owner, be uncovered for the ~~Architect's~~ Owner'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~~ Owner has not specifically requested to examine prior to its being covered, the ~~Architect~~ Owner 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.

...

The Contractor shall promptly correct Work rejected by the ~~Architect~~ Owner 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~~ Owner's and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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,~~ Owner, the Owner may correct it in accordance with Section 2.5.

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§ 13.3.2 No action or failure to act by the ~~Owner, Architect,~~ Owner 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.

...

§ 13.4.1 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~~ Owner timely notice of when and where tests and inspections are to be made so that the ~~Architect~~ Owner 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,~~ 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,~~ Owner will instruct the Contractor to make arrangements for such additional testing,

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inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the ~~Architect~~ Owner of when and where tests and inspections are to be made so that the ~~Architect~~ Owner 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~~ Owner'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.~~Owner.

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

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.3 Because the ~~Architect~~ Owner 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

...

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

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

...

§ 14.2.2 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,~~ exist the Owner shall give Contractor written notice and 15 days to cure or address the deficiency, if Contractor fails to remedy the issue 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'~~ a second written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the ~~Architect's~~ Owner'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.

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§ 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.~~ party. 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.

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§ 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.~~

...

§ 15.1.4.2 The Contract Sum and Contract Time shall be ~~adjusted in accordance with the Initial Decision Maker's decision,~~ adjusted, 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.~~

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§ 15.1.8 Limitation of Liability

The aggregate total liability of Contractor on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the performance of this Contract, shall in no event exceed three (3) times the Contract Price.

§ 15.1.9 Pathogen Claims

Airborne pathogens and/or contaminants may be transmitted in a variety of ways and circumstances, the aspects of which are currently not completely known. The effectiveness of HVAC systems, products, services and other offerings in reducing the spread of pathogens or contaminants (e.g., COVID-19), including through indoor air, has not been tested. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO AIRBORNE PATHOGENS, CONTAMINANTS AND/OR COVID-19 (INCLUCING THE TRANSMISSION, SPREAD OR CONTAMINATION THEREOF) (COLLECTIVELY, "PATHOGEN CLAIMS") AND THE PARTIES HEREBY EXPRESSLY RELEASES EACH OTHER FROM ANY SUCH PATHOGEN CLAIMS.

§ 15.2 ~~Initial Decision~~Negotiation

§ 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~~ negotiated by executives with the authority to resolve a dispute on behalf of Owner and Contractor If the parties fail to resolve a dispute within 30 days after the Claim has been ~~referred~~ sent to the ~~Initial Decision Maker,~~ other party, 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.~~ 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.

§ 15.2.3 ~~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.~~ 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.

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

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

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

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

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

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

PAGE 37

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

...

~~**§ 15.4 Arbitration**~~

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

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

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written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:27:46 CT on 12/26/2024 under Order No. 2114520354 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 27th day of December in the year 2024 , is incorporated into the accompanying AIA Document A133™–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 day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

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

Mokena Phase 6 – Fire Alarm Replacement

Mokena Intermediate School Fire Alarm Replacement
11331 195th Street
Mokena, IL 60448

Mokena Elementary School Fire Alarm Replacement
11244 Willowcrest Lane
Mokena, IL, 60448

THE OWNER:
(Name, legal status, and address)

Board of Education of Mokena School District 159
11244 Willow Crest Ln
Mokena, IL 60448

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

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

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.

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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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Eighty-Eight Thousand Eighty-Three Dollars ($1,088,083), 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.)

Cost of the Work		$750,734
ESG Engineering 8.0%		$60,059
ESG Project Management	8.0%	$60,059
Bonding 1.7%		$12,762
Customer's Contingency/Risk 1.5%		$11,261
ESG Overhead	15.0%	$112,610
Project Subtotal		$1,007,485
ESG Profit	8.0%	$80,599
Total Contract Sum		$1,088,083

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

Item	Price
Not Applicable	

§ 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.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 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.)

Item	Units and Limitations	Price per Unit ($0.00)
Not Applicable		

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.)

[**X**] The date of execution of this Amendment.

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[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

§ 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 08, 2025

§ 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
90%	August 8,2025

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 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
Not Applicable			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit C – Scope of Work (including specifications from the Request for Proposal – RFP 101724R
Fire Alarm Upgrades Mokena Elementary and Intermediate Schools

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.)

Not Applicable

Number	Title	Date

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§ 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.)

Title	Date	Pages
Not Applicable		

Other identifying information:

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

Item	Price
Not Applicable	

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

Not Applicable

§ 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.)

Not Applicable

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

Ryan Electrical Services
9218 Corsair Road Unit 2
Frankfort Il 60423
Beth Ryan, Office Manager

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

Dr. Teri Shaw	Geoff Wilde
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Dr. Teri Shaw CSBO	Geoff Wilde VP, Chief Financial Office
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Mokena Phase 6 – Fire Alarm Replacement

Mokena Intermediate School Fire Alarm Replacement
11331 195th Street
Mokena, IL 60448

Mokena Elementary School Fire Alarm Replacement
11244 Willowcrest Lane
Mokena, IL, 60448

...

Board of Education of Mokena School District 159
11244 Willow Crest Ln
Mokena, IL 60448

...

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~($~~ One Million Eighty-Eight Thousand Eighty-Three Dollars ($1,088,083), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Cost of the Work		$750,734
ESG Engineering	8.0%	$60,059
ESG Project Management	8.0%	$60,059
Bonding	1.7%	$12,762
Customer's Contingency/Risk	1.5%	$11,261
ESG Overhead	15.0%	$112,610
Project Subtotal		$1,007,485
ESG Profit	8.0%	$80,599

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Total Contract Sum $1,088,083

...

Not Applicable

...

Not Applicable

...

Not Applicable

...

[X] The date of execution of this Amendment.

PAGE 3

[x] By the following date: August 08, 2025

...

90% August 8,2025

...

Not Applicable

...

See Exhibit C – Scope of Work (including specifications from the Request for Proposal – RFP 101724R Fire Alarm Upgrades Mokena Elementary and Intermediate Schools

...

Not Applicable

PAGE 4

Not Applicable

...

Not Applicable

...

Not Applicable

...

Not Applicable

...

Ryan Electrical Services
9218 Corsair Road Unit 2

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Frankfort Il 60423
Beth Ryan, Office Manager

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:29:25 CT on 12/26/2024 under Order No. 2114520354 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 27th day of December in the year 2024
(In words, indicate day, month and year.)

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

Mokena JHS Chiller Replacement at the Mokena Junior High School
19815 Kirkstone Way
Mokena, IL 60448

Mokena Elementary School Fire Alarm Replacement
11244 Willowcrest Lane
Mokena, IL, 60448

THE OWNER:
(Name, legal status, and address)

Board of Education of Mokena School District 159
11244 Willow Crest Ln
Mokena, IL 60448

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

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.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction

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Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

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

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
Not Applicable	

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
Not Applicable	

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

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the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

Not Applicable

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

Not Applicable

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

Not Applicable

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

Not Applicable

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

Not Applicable

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

Not Applicable

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

Not Applicable

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§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

Not Applicable

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
Not Applicable	

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to insurance purchased in accordance with Article B.3.3.2.1 by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Not Applicable

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000) each occurrence, Two Million Dollars ($ 2,000,000) general

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aggregate, and Two Million Dollars ($ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Not Applicable ($) per claim and ($) in the aggregate.

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§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Not Applicable ($) per claim and ($) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars ($2,000,000) per claim and Four Million Dollars ($ 4,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than Not Applicable ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than Not Applicable ($) per claim and ($) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Not Applicable

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[**X**] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Not Applicable

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

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[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Not Applicable	

§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	$1,088,083
Performance Bond	$1,088,083

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Not Applicable

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Additions and Deletions Report for

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the _____day of _____in the year _____

...

(Name and location or address)

Mokena JHS Chiller Replacement at the Mokena Junior High School
19815 Kirkstone Way
Mokena, IL 60448
Mokena Elementary School Fire Alarm Replacement
11244 Willowcrest Lane
Mokena, IL, 60448

...

Board of Education of Mokena School District 159
11244 Willow Crest Ln
Mokena, IL 60448

...

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

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Not Applicable

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Not Applicable

PAGE 3

Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

PAGE 4

Not Applicable

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Not Applicable

...

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to ~~any insurance required to be provided~~ insurance purchased in accordance with Article B.3.3.2.1 by the Construction Manager.

...

Not Applicable

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000) each occurrence, Two Million Dollars ($ 2,000,000) general aggregate, and Two Million Dollars ($ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. ~~The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

...

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§ B.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

...

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Not Applicable ($) per claim and ($) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Not Applicable ($) per claim and ($) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~($~~ Two Million Dollars ($2,000,000) per claim and Four Million Dollars ($ 4,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than Not Applicable ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than Not Applicable ($) per claim and ($) in the aggregate.

PAGE 6

Not Applicable

...

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. ~~Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required.~~ The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

...

Not Applicable

PAGE 7

Not Applicable

...

Payment Bond	$1,088,083
Performance Bond	$1,088,083

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Not Applicable

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EXHIBIT C
SCOPE OF WORK

SCOPE OF WORK

1. Fire Alarm Replacement at Mokena School District 159

A. The scope of work for the Mokena Elementary School shall be completed during the summer of **2025.**

1. Work shall be in accordance with Fire Alarm Drawings and Specifications included in the Request for Proposals Mokena School District 159 RFP 10172024R. Titled: Mokena Elementary School Fire Alarm Replacement.
2. Mokena Elementary School Fire Alarm Replacement
   a. Issued for Bid 10/17/2024
   b. Drawing Set provided by Spagnolo Enterprises Ltd
3. ESG shall coordinate work Fire Marshal/Department(s)as required.
4. ESG to obtain permits from Regional Office of Education (ROE).
5. ESG shall provide project management services to coordinate work during construction. Services included:
   a. *Coordination of work with contractors and District employees*
   b. *Weekly construction meetings*
   c. *Construction inspections*
   d. *Manage construction schedules*
   e. *Billing*
   f. *Close out documents*
6. ESG shall provide construction schedule and modify as required during the construction process.
7. ESG to provide permits from Regional Office of Education (ROE)+

B. The scope of work for the Mokena Intermediate School shall be completed during the summer of **2025.**

1. Work shall be in accordance with design drawings provided to contractors and District. Titled: Mokena Intermediate School Fire Alarm Replacement.
2. Mokena Intermediate School Fire Alarm Replacement
   a. Issued for Bid 10/17/2024
   b. Drawing Set provided by Spagnolo Enterprises Ltd
3. ESG shall coordinate work Fire Marshal/Department(s)as required.
4. ESG to obtain permits from Regional Office of Education (ROE).
5. ESG shall provide project management services to coordinate work during construction. Services included:
   a. *Coordination of work with contractors and District employees*
   b. *Weekly construction meetings*
   c. *Inspections*
   d. *Manage construction schedules*
   e. *Billing*
   f. *Close out documents*
6. ESG shall provide construction schedule and modify as required during the construction process.
7. ESG to provide permits from Regional Office of Education (ROE).

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Will County Prevailing Wage Rates posted on 4/15/2024

						Overtime										
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**	**Add OT 1.5x owed**	**Add OT 2.0x owed**
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	12.39	31.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		43.00	47.30	1.5	1.5	2.0	2.0	16.89	16.10	0.00	0.75	2.37	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	BLD		52.00	56.68	1.5	1.5	2.0	2.0	17.34	21.56	0.00	1.35	4.76	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		49.00	53.90	2.0	2.0	2.0	2.0	13.81	29.18	0.00	1.00	0.00	0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00

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OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	58.86	2.0	2.0	2.0	2.0	12.29	29.38	0.25	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
SURVEY WORKER	All	BLD		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00

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SURVEY WORKER	All	HWY		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	43.70	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.85	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.05	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.25	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including

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mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast

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tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

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Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

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TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work

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performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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Request for Proposal

Mokena School District 159

RFP 10172024R

Mokena Intermediate Drawings

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GENERAL NOTES

1. CAREFULLY REVIEW THE EXISTING ARCHITECTURAL, HVAC, STRUCTURAL, PLUMBING, ELECTRICAL, AND FIRE PROTECTION SYSTEMS IN THE FIELD. DEVICES SHALL BE MOVED BASED ON EXISTING CONDITIONS AT THE SITE.
2. BRANCH CIRCUIT WIRING SHALL BE SIZED FOR A MAXIMUM 3% VOLTAGE DROP TOTAL UPSIZE BRANCH CIRCUIT WIRING AS REQUIRED FOR RUN LENGTH IN THE FIELD.
3. THESE DRAWINGS ARE DIAGRAMMATICAL IN NATURE, AND INDICATE THE GENERAL ARRANGEMENT OF EQUIPMENT, BUT ACCURACY IS NOT GUARANTEED. FIELD VERIFICATION OF LOCATIONS AND DIMENSIONS MAY BE REQUIRED.
4. THESE DRAWINGS WILL NOT SHOW ALL INSTALLATION DETAILS. IT SHALL BE THE RESPONSIBILITY OF THE **CONTRACTOR TO MAKE A COMPLETE AND SATISFACTORY** INSTALLATION IN ACCORDANCE WITH **NECA 1 AND** MODERN PRACTICE METHODS.
5. EQUIPMENT DIMENSIONS SHOWN ON PLANS AND ELEVATIONS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL USE THE SHOP DRAWINGS FOR PROPER LAYOUT, FOR FINAL INSTALLATION, WITHOUT ANY ADDITIONAL COST TO THE OWNER.
6. ELECTRICAL CONTRACTOR SHALL MAKE THEIR OWN COUNT OF ALL EQUIPMENT TO BE WIRED BASED ON PLANS AND SPECIFICATIONS.
7. ALL NEW CIRCUITS SHALL BE RUN WITH DEDICATED NEUTRALS. SHARED NEUTRALS ARE NOT ALLOWED.
8. PROVIDE AN INSULATED GROUND WIRE WITH ALL CIRCUITS.
9. WHERE CIRCUIT(S) ARE SPLICED IN A BOX, ANY EQUIPMENT GROUNDING CONDUCTORS ASSOCIATED WITH THOSE CIRCUITS SHALL BE CONNECTED TO THE BOX.
10. ALL FIRE RATED FLOOR AND WALL PENETRATIONS CREATED BY THIS ELECTRICAL AND/OR FIRE ALARM CONTRACTORS SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO PROVIDE FIRE-STOPPING / PROOFING AS REQUIRED BY CODE. ALL FIRE-STOPPING / PROOFING TO BE PERFORMED BY A FULLY LICENSED, CERTIFIED, AND TRAINED FIRE-STOPPING CONTRACTOR.
11. SEE DRAWING FA-0.1 FOR THE FIRE ALARM SYMBOLS AND SPECIFICATIONS.
12. PROVIDE A NEW FIRE ALARM SYSTEM FOR THE BUILDING. THE NEW SYSTEM SHALL HAVE VOICE ANNUNCIATION CAPABILITIES AS REQUIRED TO MEET NFPA 72 AND THE IBC.
13. PORTIONS OF THE EXISTING BUILDING DO NOT HAVE SPRINKLERS. PROVIDE A SMOKE DETECTOR ON HEAT DETECTOR LAYOUT TO MEET THE REQUIREMENTS OF NFPA 72.
14. PROVIDE NOTIFICATION APPLIANCE CIRCUIT PANELS (NAC) AS REQUIRED. EACH HIGH HOUSING A NAC PANEL SHALL HAVE A SMOKE DETECTOR.
15. PROVIDE A 120V POWER CONNECTION TO FIRE ALARM CONTROL PANEL AND EACH NAC PANEL. THE BREAKER(S) SHALL BE PAINTED RED, HAVE A BREAKER LOCK AND SHALL BE LABELED AS 'FIRE ALARM CIRCUIT'.
16. **ALL WIRING IS TO BE LOOPED IN AND OUT OF EACH DEVICE. T-TAPPING IS NOT PERMITTED.**
17. ALL STROBE UNITS ARE TO BE MOUNTED 96" ABOVE FINISHED FLOOR (OR NEAREST STROBE UNIT SHALL BE MOUNTED 96" ABOVE FINISHED FLOOR, ALL STROBES SHALL BE FULLY SYNCHRONIZED.
18. PROVIDE A SMOKE DETECTOR WITHIN 5'-0" OF EACH SIDE OF A DOOR ON A FIRE ALARM MAGNETIC HOLD OPEN. THE DOORS SHALL CLOSE ON ACTIVATION OF EITHER SMOKE DETECTOR.
19. THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN A COMPLETE AND SEPARATE CONDUIT (EMT) SYSTEM AND THE **CONDUIT SHALL BE RED IN COLOR.**

GENERAL BRANCH CIRCUIT NOTES

1. **BRANCH CIRCUITS SHALL BE CONNECTED TO 20A,1P CBS, U.N.O.**
2. BRANCH CIRCUIT WIRING FOR 20 AMP, 120 VOLT CIRCUITS CONNECTED TO 208Y/120 VOLT SYSTEMS SHALL BE, U.N.O.

   A) ONE (1) BRANCH CIRCUIT PER HOMERUN:
   - 0'-100' IN LENGTH: #12, 1#12G, 3/4"C
   - 101'-170' IN LENGTH: #10, 1#10G, 3/4"C
   - 171'-250' IN LENGTH: #8, 1#8G, 3/4"C

   B) TWO (2) BRANCH CIRCUITS PER HOMERUN:
   - 0'-100' IN LENGTH: #10, 1#10G, 3/4"C
   - 101'-170' IN LENGTH: #8, 1#8G, 3/4"C
   - 171'-250' IN LENGTH: #6, 1#6G, 1"C

   C) THREE (3) BRANCH CIRCUITS PER HOMERUN:
   - 0'-100' IN LENGTH: #8, 1#8G, 3/4"C
   - 101'-170' IN LENGTH: #6, 1#6G, 1"C
   - 171'-250' IN LENGTH: #4, 1#4G, 1"C
3. PROVIDE A DEDICATED NEUTRAL FOR EACH NEW BRANCH CIRCUITS.
4. PROVIDE AN INSULATED GROUND WIRE WITH EACH CIRCUIT.
5. WHERE CIRCUIT(S) ARE SPLICED IN A BOX, ANY EQUIPMENT GROUNDING CONDUCTORS ASSOCIATED WITH THOSE CIRCUIT(S) SHALL BE CONNECTED TO THIS BOX.

ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
CB	CIRCUIT BREAKER
CKT	CIRCUIT
EC	ELECTRICAL CONTRACTOR
EX	EXISTING TO REMAIN
EXR	EXISTING RELOCATED
FA	FIRE ALARM
GND	GROUND
KVA	KILOVOLT-AMP
MCB	MAIN CIRCUIT BREAKER
MLO	MAIN LUGS ONLY
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OCPD	OVER-CURRENT PROTECTION DEVICE
UNO	**UNLESS NOTED OTHERWISE**
WG	WIRE GUARD OVER DEVICE
WP	**WEATHERPROOF COVER OVER DEVICE**

FIRE ALARM SYMBOLS

SD	WALL MOUNTED DEVICES (WITH STEM)
SD	CEILING MOUNTED DEVICES (NO STEM)
FACP	WALL MOUNTED FIRE ALARM ANNUNCIATOR PANEL
FACP	WALL MOUNTED FIRE ALARM CONTROL PANEL
SD	SMOKE DETECTOR
HD	**HEAT DETECTOR**
CD	**CARBON MONOXIDE DETECTOR**
S	PULL STATION MOUNTED AT 48"AFF
SD	SMOKE DAMPER
DH	DOOR HOLD OPEN - 24 VOLT
RTS	**REMOTE TEST SWITCH AND ANNUNCIATOR**
DD	DUCT SMOKE DETECTOR
A	AUDIO (HORN) ALARM DEVICE
AV	AUDIO (HORN) / VISUAL (STROBE) ALARM DEVICE
SV	SPEAKER / VISUAL (STROBE) ALARM DEVICE
S	**SPEAKER ALARM DEVICE**
V	VISUAL (STROBE) ALARM DEVICE
TS	TAMPER SWITCH
WF	**WATER FLOW**
B	**FIRE ALARM BELL**

SPECIAL SYSTEM SYMBOLS

▽	TELEPHONE OUTLET FOR TWO SEPARATE PHONE **LINES TO THE NEW FIRE ALARM CONTROL PANEL**

NOTE: ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE CONDUIT AND CABLING FOR THE SPECIAL SYSTEMS, U.N.O.

DIVISION 260000 - ELECTRICAL

1. GENERAL

A. REQUIREMENTS

1. PRODUCTS AND EXECUTION SHALL BE PROVIDED FOR A COMPLETE AND FULLY OPERATIONAL ELECTRICAL SYSTEM THROUGHOUT THE EXTENT OF THE PROJECT, IN COMPLIANCE WITH APPLICABLE CODES, LAWS, ORDINANCES AND AGENCY STANDARDS OF GOVERNING BODIES HAVING JURISDICTION, AND IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND BUILDING STANDARDS.
2. PRODUCTS, INCLUDING EQUIPMENT, DEVICES, FIXTURES, AND MATERIALS SHALL BE NEW UNLESS NOTED OTHERWISE, UL LISTED, AND BEAR APPROPRIATE LABEL.
3. **EXECUTION, INCLUDING PREPARATION, INSTALLATION, STARTING, AND TESTING SHALL BE PERFORMED BY SKILLED TRADES PERSONNEL, IN COMPLIANCE WITH THE ASSOCIATED MANUFACTURERS RECOMMENDATIONS, AND COORDINATED WITH THE OTHER CONSTRUCTION TRADES.**

B. APPLICABLE CODES

1. **2017 NATIONAL ELECTRICAL CODE** NEC
2. **2018 INTERNATIONAL BUILDING CODE** IBC
3. WOKHAM, ILLINOIS BUILDING AND ELECTRICAL CODE AMENDMENTS

C. APPLICABLE LAWS AND AGENCY STANDARDS

1. AMERICAN NATIONAL STANDARDS INSTITUTE ANSI
2. AMERICAN SOCIETY FOR TESTING AND MATERIALS ASTM
3. AMERICANS WITH DISABILITIES ACT ADA
4. ELECTRICAL TESTING LABORATORIES ETL
5. ELECTRONICS TELECOMMUNICATIONS INDUSTRIES ASSOCIATION EIA/TIA
6. UNDERWRITERS LABORATORIES UL
7. NATIONAL FIRE PROTECTION ASSOCIATION NFPA
8. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS IEEE
9. INSULATED CABLE ENGINEERS ASSOCIATION ICEA
10. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION NEMA

D. APPROVALS

1. **FIRE ALARM PERMIT DOCUMENTS SHALL BE PREPARED AND SUBMITTED TO THE LOCAL AUTHORITY HAVING JURISDICTION FOR THEIR APPROVAL OF SYSTEM LAYOUT,** EQUIPMENT, AND DESIGN CRITERIA, PRIOR TO ANY WORK.
   THE NOTIFICATION SYSTEM APPLIANCES, SMOKE AND HEAT DETECTORS WILL BE A DELEGATED/DESIGN SUBMITTAL. IN DEVELOPING SHOP DRAWINGS, ALL APPLICABLE CODES, PERFORMANCE REQUIREMENTS AND DESIGN CRITERIA, INCLUDING DATA AND CALCULATIONS, SHALL BE THE RESPONSIBILITY OF THE FIRE ALARM CONTRACTOR. SHOP DRAWINGS ARE REQUIRED TO SHOW THE LOCATION OF EACH CODE REQUIRED NOTIFICATION APPLIANCES AND RACKS AND PARTITIONS, BATTERY CABINETS, PANELS AND INSTALLATION DETAILS AS NEEDED TO COMPLY WITH LISTING CONDITIONS OF THE DEVICE. THE DESIGN CALCULATIONS SHALL BE CALCULATED FOR SELECTING THE SPACING AND SENSITIVITY OF DETECTION, COMPLYING WITH NFPA 72. CALCULATE SPACING AND INTENSITIES FOR STROBE SIGNALS AND SOUND PRESSURE LEVELS FOR SPEAKER APPLIANCES. THE SUBMITTED SHOP DRAWING SHALL INCLUDE VOLTAGE DROP CALCULATIONS. BATTERY SIZE CALCULATIONS, INPUT/OUTPUT MATRIX, ETC. AS REQUIRED TO MEET THE SATISFACTION OF THE AUTHORITY HAVING JURISDICTION.

E. SUBMITTALS

1. FIRE ALARM DOCUMENTS SHALL BE PREPARED AND SUBMITTED TO THE ENGINEER OF RECORD FOR THEIR REVIEW, AFTER APPROVAL FROM THE AHJ HAS BEEN GIVEN.

F. COORDINATION

1. EXISTING CONDITION: COORDINATE WITH THE EXISTING CONDITIONS ON SITE. THE ELECTRICAL AND/OR FIRE ALARM CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY CEILING TILES AND/OR CUTTING, PATCHING, AND PAINTING ANY DRYWALL AS REQUIRED FOR NEW CONDUIT. THE CONTRACTOR MAY USE SURFACE MOUNTED RACEWAYS IN EXISTING MECHANICAL WALLS AS REQUIRED FOR NEW LOADS. THE ELECTRICAL CONTRACTOR MAY RE-USE ANY EXISTING CONDUIT, IF IT MEETS THE REQUIREMENTS OF THE NEW CONDUIT SUITE.

G. WARRANTEE AND GUARANTEE

1. PROVIDE WARRANTEE AND MANUFACTURER'S CERTIFICATE FOR EACH PRODUCT, MINIMUM OF ONE YEAR OR LONGER AS SPECIFIED, FROM THE DATE OF OCCUPANCY. REPAIR AND/OR REPLACE ANY EQUIPMENT, DEVICES, MATERIALS, ETC. WITH DEFECT AS REQUIRED AT NO INCREASE TO THE CONTRACT.
2. PROVIDE GUARANTEE OF INSTALLATION FOR A PERIOD OF ONE YEAR FROM THE DATE OF OCCUPANCY. REPAIR AND/OR REINSTALL ANY WORK WITH DEFECT AS REQUIRED AT NO INCREASE TO THE CONTRACT. PROVIDE GUARANTEE OF REWORK FOR A PERIOD OF ONE YEAR FROM THE COMPLETION OF REPAIR OR REINSTALLATION.

H. PAY FEES AND OTHER CHARGES INCIDENTAL TO THE ELECTRICAL WORK AND OBTAIN AND PAY FOR REQUIRED LIABILITY AND CASUALTY INSURANCE, PERMITS, LICENSES, INSPECTIONS, TAXES, ETC.

2. PRODUCTS

A. CABINETS, ENCLOSURES AND ACCESS PANELS SHALL BE CODE GAGE STEEL WITH BAKED ENAMEL FINISH AND FLANGELESS HINGES AND FASTENERS.

B. CONDUITS SHALL BE HOT DIPPED GALVANIZED OR ELECTRO-GALVANIZED STEEL. MINIMUM SIZE SHALL BE 1/2 INCH, EXCEPT AS OTHERWISE NOTED OR AS REQUIRED BY CODE. CONDUIT SHALL BE CONCEALED IN FINISHED AREAS, EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE. CONDUIT SHALL BE GALVANIZED STEEL, WITH UL LISTED METALLIC JACKET AS REQUIRED, FOR FINAL CONNECTIONS TO MOTORS, RECESSED LIGHTING FIXTURES WHICH MAY BE SERVICED, FOR FINAL CONNECTIONS TO MOTORS, RECESSED LIGHTING FIXTURES, AND LIFE SAFETY DEVICES. SUPPORTS, INCLUDING CHANNELS, ANGLES, RODS, AND FASTENERS SHALL BE HOT-DIPPED GALVANIZED STEEL.

C. CONDUIT FITTINGS SHALL BE STEEL. DIE CAST FITTINGS OR POT METAL ARE NOT ACCEPTABLE. ELECTRICAL METALLIC TUBING (EMT) FITTINGS SHALL BE COMPRESSION TYPE WITH INSULATED THROATS OR SET SCREW FITTINGS. INTERMEDIATE METAL CONDUIT (IMC) AND RIGID METAL CONDUIT (RMC) FITTINGS SHALL BE OF THREADED JOINTS, SET SCREW AND COMPRESSION FITTINGS ARE NOT ACCEPTABLE.

D. OUTLET BOXES FOR ALL TOGGLE SWITCHES, RECEPTACLES, COMMUNICATIONS DEVICES, FIRE ALARM DEVICES AND LIFE SAFETY DEVICES SHALL INCLUDE PLASTER RINGS, DEVICE PLATES AND COVER PLATES AS REQUIRED. PROVIDE BOXES SUITABLE FOR PLENUM, WET, OR HAZARDOUS LOCATIONS AS REQUIRED. DEVICE COVER PLATES SHALL BE STAINLESS STEEL, PAINTED TO MATCH FINISH. MULTI-GANG OUTLET BOXES SHALL INCLUDE SUITABLE ONE-PIECE **DEVICE COVER PLATE.**

E. WIRE SHALL BE 600 VOLT INSULATED COPPER, MINIMUM SIZE SHALL BE NO.12 AWG, WIRE SIZES NO.8 AWG AND LARGER SHALL BE STRANDED.

F. CABLE SUPPORTS SHALL BE APPROPRIATE FOR THE SIZE OF CONDUIT AND TYPE OF WIRE AND CABLES. CABLE LUBRICANT SHALL BE USED WHERE MORE THAN 50 PERCENT SOLID VOLUME AFTER DRYING AND SHALL NOT CONTAIN ANY WAXES, GREASES, SILICONES, OR GLYCOL OILS.

G. GROUNDING SYSTEM, INCLUDING RE-BONDING AND EQUIPMENT GROUNDING AND BONDING SHALL BE IN ACCORDANCE WITH CODE AND SHALL CONNECT ALL ELECTRICALLY OPERATED EQUIPMENT. PROVIDE A SEPARATE GREEN GROUND WIRE FOR EACH BRANCH CIRCUIT AND FEEDER.

3. EXECUTION

A. PENETRATIONS AND CHANNELS IN FLOORS AND WALLS SHALL BE VIA CUTTING AND CORING AS REQUIRED FOR THE SIZE OF PRODUCT, ONLY IN ACCORDANCE WITH THE ARCHITECT AND ENGINEER RECOMMENDATIONS, AND AS SCHEDULED WITH THE BUILDING MANAGEMENT. PATCH AND FILL SLEEVES, INSERTS, PENETRATIONS, AND CHANNELS WITH APPROPRIATE CODE APPROVED FIRE RATING OR FILLING TO MATCH OR RESTORE THE ORIGINAL FIRE RATING OF THE CONSTRUCTION.

B. INSTALL CONDUIT, FITTINGS, SUPPORTS, ETC. IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS. THE VOLTAGES IDENTIFIED IN THE FOLLOWING SCHEDULES ARE LINE TO LINE OR LINE TO NEUTRAL. INTERIOR CONCEALED LOCATIONS ARE THOSE LOCATIONS WHICH ARE ABOVE CEILINGS, WITHIN WALLS, WITHIN FLOOR SLABS, AND WITHIN DEDICATED ELECTRICAL ROOMS.

C. INSTALLATIONS WITHIN AIR HANDLING SPACES, INCLUDING PLENUM CEILINGS AND BUILT-UP AIR HANDLING SYSTEMS SHALL BE APPROVED FOR PLENUM INSTALLATION AND SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES.

D. INSTALL PULL BOXES, JUNCTION BOXES, AND OUTLET BOXES IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS. BOXES SHALL INCLUDE ACCESSIBLE COVERS, SHALL BE FABRICATED OF HEAVY GAUGE GALVANIZED STEEL, AND SHALL BE SIZED WITH CODE TO ADEQUATELY FACILITATE PULLING AND CONNECTION THE QUANTITY OF WIRES, CABLES, AND FEEDERS CONTAINED. CONCRETE PENETRATIONS SHALL BE MADE WITH BUSHINGS AND LOCKNUTS. SUPPORTS FOR CONDUITS AND BOXES SHALL BE SUSPENDED DIRECTLY TO THE BUILDING STRUCTURAL COMPONENTS AND TYING TO RACE SHALL THEY BE ATTACED TO SUSPENDED CEILING GRID, DUCTWORK, OR PIPING COMPONENTS.

E. INSTALL FEEDERS AND BRANCH CIRCUIT WIRING IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS. SEPARATE DIFFERENT LOW VOLTAGE SYSTEMS WITH INDEPENDENT RACEWAY SYSTEMS. PROVIDE CABLE SUPPORTS AS REQUIRED. TERMINATE CABLES IN A NEAT AND WORKMANLIKE MANNER AS REQUIRED BY CODES AND MANUFACTURERS RECOMMENDATIONS. FOR WIRING INSULATION SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE:

LOCATION	WIRE 8 AWG AND SMALLER	ENVIRONMENTAL CONDITIONS
INTERIOR LOCATIONS	THHN/THWN	DRY
EXTERIOR LOCATIONS	THHN/THWN THWN/THWN	DAMP WET

F. INSTALL GROUNDING SYSTEMS IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS. COMMUNICATIONS SYSTEM SHALL INCLUDE GROUND LUG AND WIRING, & WHICH SHALL CONNECT TO THE ELECTRICAL SERVICE EQUIPMENT GROUND BUS.

G. INSTALL FIRE ALARM AND OTHER LIFE SAFETY SYSTEMS IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS.

H. CLEAN ELECTRICAL APPARATUS PRIOR TO COMPLETION OF CONSTRUCTION. KEEP WORK AREAS **CLEAN AT ALL TIMES.**

DIVISION 283000 - FIRE ALARM

A. PROVIDE A NEW UL LISTED ADDRESSABLE FIRE ALARM SYSTEM WITH VOICE NOTIFICATION CAPABILITIES AS MANUFACTURED BY EST SIMPLEX, SIEMENS, HONEYWELL OR OTHERS.

1.1. **CONTROL PANEL. A F ELD PROGRAMMABLE, MICROPROCESSOR-BASED, MODULAR, POWER LIMITED SYSTEM WITH ELECTRONIC MODULES, AUTOMATICALLY TRANSMIT,** ALARM, SUPERVISOR AND TROUBLE SIGNALS TO REMOTE ALARM STATION, COMPLIES WITH UL 864 AND LISTED AND APPROVED BY AN ANTI, PROVIDE BATTERY BACKUP.

1.2. **REMOTE ANNUNCIATOR.** EITHER SURFACE OR FLUSH-MOUNTED CABINET WHICH SHALL **ANNUNCIATE THE SAME** FUNCTIONS AS THE FIRE ALARM CONTROL PANEL FOR ALARM SUPERVISORY AND TROUBLE NOTIFICATIONS.

1.3. ADDRESSABLE INITIATING DEVICE. MICROELECTRONIC MONITOR MODULE, INTL LISTED **FOR USE BY PROVIDED A SYSTEM** ACROSS FOR ALARM INITIATING DEVICES FOR WIRED APPLICATIONS WITH NORMALLY OPEN CONTACTS.

1.4. **DIGITAL ALARM COMMUNICATOR TRANSMITTER, SHALL** COMPLY WITH **UL 632** AND BE **LISTED AND LABELED BY AN NRTL. UNIT SHALL NEEDED** AS A FIRM, **SUPERVISORY** OR TROUBLE SIGNAL FROM THE FIRE ALARM CONTROL PANEL AND AUTOMATICALLY CAPTURE TWO TELEPHONE LINES(S), AND DIAL A PRESET NUMBER FOR A REMOTE CENTRAL STATION. WHEN CONTACT IS MADE WITH CENTRAL STATION(S), SIGNALS SHALL BE TRANSMITTED. IF SERVICE ON EITHER LINE IS INTERRUPTED FOR LONGER THAN 45 SECONDS, TRANSMITTER SHALL INITIATE A LOCAL TROUBLE SIGNAL AND TRANSMIT THE SIGNAL INDICATING LOSS OF TELEPHONE LINE (NOT TO THE REMOTE ALARM RECEIVING SERVICE RESPONSIBLE TO THE CENTRAL STATION). IF SERVICE IS LOST ON ON BOTH TELEPHONE LINES, TRANSMITTER SHALL INITIATE THE LOCAL TROUBLE SIGNAL.

1.5. **MANUAL PULL STATIONS.** SURFACE WALL MOUNTED, SINGLE ACTION MECHANISM WITH RED FACTORY FINISH. COMPLY WITH UL 38.

1.6. **NOTIFICATION APPLIANCES. WALL MOUNTED** AND **VOLTAGE FACTORY** FINISHED, **SPEAKER** S **SHALL COMPLY WITH UL 1480 AND PRODUCE A SOUNDPRESSURE** LEVEL OF **90 dBA.** MINIMUM SHALL COMPLY WITH **UL** 1971 AND HAVE XENON OR LED STROBE LIGHTS WITH CLEAR LENS ON AN ALUMINUM FACEPLATE. VISUALS SHALL BE SYNCHRONIZED THROUGHOUT THE BUILDING.

1.7. SMOKE DETECTORS. COMPLY WITH UL 268 AND OPERATING AT 24V DC. THEY SHALL BE **PHOTOELECTRIC AND** HAVE AN INTEGRAL ADDRESSABLE MODULE, BASE MOUNTING, BE SELF-RESTORING, HAVE AN INTEGRAL VISUAL INDICATING LIGHT, AND SHALL COMMUNICATE STATUS (NORMAL, ALARM, OR TROUBLE) TO THE CONTROL PANEL.

1.8. **DUCT SMOKE DETECTORS. COMPLY WITH** UL 268 **AND OPERATING** AT 24V **DC. THEY SHALL BE PHOTOELECTRIC, HAVE A NEMA 250,** TYPE 4X **HOUSING WHICH IS** LISTED, **LISTED FOR USE** WITH THE SUPPLIED DETECTOR FOR SMOKE DETECTION WITH MAGNETIC DOOR, RELAY FAN SHUTDOWN, AND PROVIDED WITH A REMOTE TEST SWITCH.

1.9. **CARBON MONOXIDE DETECTORS. COMPLY WITH UL 3034 AND OPERATING AT 24V DC.** THEY **SHALL HAVE AN INTEGRAL ADDRESSABLE MODULE,** BASE MOUNTING, **BE SELF-RESTORING,** AND SHALL COMMUNICATE STATUS (NORMAL, ALARM, OR TROUBLE) TO THE CONTROL PANEL.

1.10. HEAT DETECTOR. COMPLY WITH UL 521 AND OPERATING AT 24V DC. THEY SHALL HAVE AN **INTEGRAL ADDRESS**ABLE MODULE, BASE MOUNTING, BE SELF-RESTORING, AND SHALL COMMUNICATE STATUS (NORMAL, ALARM, OR TROUBLE) TO THE CONTROL PANEL.

1.11. PROVIDE THE REQUIRED CONNECTIONS, PROGRAMMING, GROUNDING, TESTING, ECT. AS REQUIRED FOR A FULLY FUNCTIONING UL LISTED SYSTEM TO MEET THE APPLICABLE IBC AND NFPA 72.

1.12. **CONTRACTOR IS RESPONSIBLE FOR ALL PERMIT SUBMISSIONS, FEES, AND APPROVALS.**

1.13. PROVIDE A DOCUMENTATION CABINET NEXT TO THE FIRE ALARM CONTROL PANEL AS REQUIRED BY NFPA, SECTION 7.7.2.

1.14. THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN A COMPLETE AND SEPARATE CONDUIT SYSTEM AND SHALL BE RED IN COLOR. PATHWAYS SHALL BE AS PER NFPA 72, CLASS B.

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ARCHITECT

STAMP

PROJECT NAME AND ADDRESS

MOKENA
INTERMEDIATE
SCHOOL FIRE ALARM
REPLACEMENT

Mokena Intermediate School
11331 West 195th Street
Mokena, IL 60448

ISSUES

NO.	ISSUED FOR	DATE
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SHEET TITLE

FIRE ALARM
SYMBOLS AND
GENERAL NOTES

SHEET NUMBER

FA-0.1

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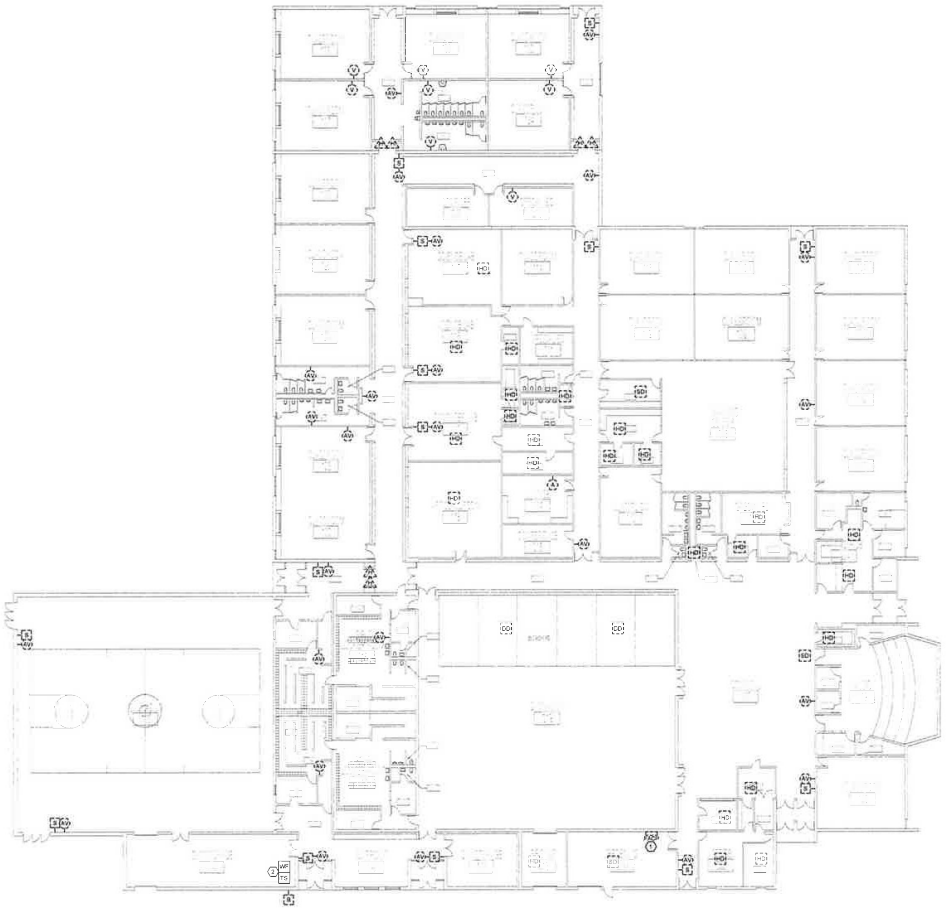

1 FIRE ALARM DEMOLITION PLAN
SCALE: 1/16" = 1'-0"

GENERAL SHEET NOTES:

1. SEE DRAWING FA-0.1 FOR THE FIRE ALARM SYMBOLS, GENERAL NOTES, AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL DISCONNECT AND REMOVE ALL EXISTING FIRE ALARM DEVICES (WHETHER INDICATED ON THIS DEMOLITION DRAWING OR NOT) AND ASSOCIATED FIRE ALARM CABLING THROUGHOUT THE BUILDING. THE CONTRACTOR MAY REUSE ANY EXISTING CONDUITS IF THEY MEET THE NEW SPECIFICATIONS ON THIS PROJECT. ANY UNUSED RACEWAY **SHALL BE DISCONNECTED AND REMOVED IN THEIR ENTIRETY.** BLANK COVER PLATES SHALL BE PROVIDED OVER UNUSED JUNCTION BOXES RECESSED IN BLOCK WALLS. IF REQUIRED TO CUT ANY DRYWALL FOR REMOVAL OR A HOLE IS CREATED AFTER REMOVAL OF ANY EXISTING UNUSED JUNCTION BOX, THE **CONTRACTOR SHALL PATCH THE DRYWALL AND PAINT AS** REQUIRED TO MATCH THE EXISTING FINISHES. COORDINATE REQUIREMENTS IN THE FIELD, PRIOR TO SUBMITTING A BID.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL EXISTING GRILLES AND/OR LIGHT FIXTURES AS REQUIRED FOR THE INSTALLATION OF NEW CONDUIT/RACEWAY. ANY EXISTING VAC TILES OR LIGHT FIXTURES DAMAGED SHALL BE REPLACED WITH EQUIVALENTS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SCHOOL DISTRICT. COORDINATE IN THE FIELD.

SHEET KEY NOTES:

1. **DISCONNECT AND REMOVE THE EXISTING FIRELITE MS-4 ZONED FIRE ALARM PANEL AND ASSOCIATED SYSTEM COMPONENTS** AND CABLING IN ITS ENTIRETY. DISCONNECT AND REMOVE THE EXISTING 20A 120V POWER CONNECTION AND REUSE THIS POWER CONNECTION FOR THE NEW ADDRESSABLE FIRE ALARM CONTROL PANEL IN APPROXIMATELY THE SAME LOCATION.
2. THE EXISTING TAMPER SWITCHES & FLOW WATER FLOWS MONITORING THE EXISTING SPRINKLER SYSTEM WITHIN ROOM/AREA SHALL BE EXISTING TO REMAIN. DISCONNECT AND REMOVE THE FIRE ALARM CONNECTIONS FROM THE EXISTING ZONED FIRE ALARM SYSTEM AND CONNECT TO THE NEW ADDRESSABLE FIRE ALARM SYSTEM AS REQUIRED.

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MOKENA INTERMEDIATE SCHOOL FIRE ALARM REPLACEMENT

Mokena Intermediate School
11331 West 195th Street
Mokena, IL 60448

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FIRE ALARM DEMOLITION PLAN

SHEET NUMBER

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1 NEW FIRE ALARM PLAN
REF.
SCALE: 1/16" = 1'-0"
N

GENERAL SHEET NOTES:

1. SEE DRAWING FA-0.1 FOR THE FIRE ALARM SYMBOLS, GENERAL NOTES, AND SPECIFICATIONS.
2. PROVIDE A NEW FIRE ALARM SYSTEM FOR THE BUILDING. THE NEW SYSTEM SHALL HAVE VOICE ANNUNCIATION CAPABILITIES AS REQUIRED TO MEET NFPA 72 AND THE 2015 IBC.
3. PORTIONS OF THE THE BUILDING DOES NOT HAVE SPRINKLERS. PROVIDE A SMOKE DETECTOR (HIGHER HEAT DETECTOR LAYOUT IN NON-SPRINKLERED AREAS TO MEET THE REQUIREMENTS OF NFPA 72).
4. PROVIDE NOTIFICATION APPLIANCE CIRCUIT PANELS (NAC) AS REQUIRED. EACH ROOM HOUSING A NAC PANEL SHALL HAVE A SMOKE DETECTOR.
5. PROVIDE A 120V EMERGENCY POWER CONNECTION TO THE FIRE ALARM CONTROL PANEL AND EACH NAC PANEL. THE BREAKER(S) SHALL BE PAINTED RED, HAVE A BREAKER LOCK AND SHALL BE LABELED AS "FIRE ALARM CIRCUIT".
6. ALL WIRING IS TO BE LOOPED IN AND OUT OF EACH DEVICE. T-TAPPING IS NOT PERMITTED.
7. ALL STROBE UNITS ARE TO BE MOUNTED BETWEEN 80" - 96" ABOVE FINISHED FLOOR. COMBINATION SPEAKER/STROBE UNITS SHALL BE MOUNTED 96" ABOVE FINISHED FLOOR. SPEAKERS MAY BE CEILING MOUNTED. ALL STROBES SHALL BE FULLY SYNCHRONIZED.
8. THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN A COMPLETE AND SEPARATE RACEWAY SYSTEM AND THE RACEWAY SHALL BE RED IN COLOR. WHERE SURFACE MOUNTED RACEWAY IS REQUIRED PROVIDE WIREMOLD V2000 SERIES OR EQUIVALENT BY OTHERS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL EXISTING CEILING TILES AND/OR LIGHT FIXTURES AS REQUIRED FOR THE INSTALLATION OF NEW CONSTRUCTION/RACEWAYS. ANY EXISTING CEILING TILES OR LIGHT FIXTURES DAMAGED SHALL BE REPLACED WITH EQUAL UNITS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SCHOOL DISTRICT. COORDINATE IN THE FIELD.
10. PROVIDE A CARBON MONOXIDE DETECTOR WITH ALARM WITHIN 20 FEET OF EACH CARBON MONOXIDE PRODUCING DEVICE PER THE ILLINOIS ADMINISTRATIVE CODE. THESE SHALL BE MONITORED BY THE FIRE ALARM SYSTEM AND PRODUCE A LOCAL ALARM AND AN ALARM AT THE ANNUNCIATOR AND CONTROL PANELS, BUT SHALL NOT PRODUCE A FIRE ALARM NOTIFICATION THROUGHOUT THE SCHOOL.

SHEET KEYNOTES:

1. **CONNECT THE NEW FIRE ALARM** CONTROL PANEL TO A DEDICATED **20A 1P CIRCUIT BREAKER, PREVIOUSLY** SERVING THE OLD ZONED FIRE ALARM SYSTEM CONTROL PANEL. THE CIRCUIT BREAKER SHALL BE PAINTED RED IN COLOR AND HAVE A LOCK OUT DEVICE.
2. PROVIDE **A FIRE ALARM RELAY** FOR CONNECTION **TO THE DOOR ACCESS SYSTEM.** ON **ACTIVATION** OF THE **FIRE ALARM SYSTEM**, THE DOOR ACCESS SYSTEM SHALL UNLOCK THE DOORS IN THE PATH OF EGRESS. COORDINATE EXACT REQUIREMENTS WITH THE DOOR ACCESS MANUFACTURER IN THE BUILDING, PRIOR TO BIDDING.
3. **PROVIDE** TWO (**2**) **PHONE LINES TO THE NEW FIRE ALARM CONTROL PANEL.** VERIFY **THE EXACT EXTENT OF THE WORK TO CONNECT TO** THE EXISTING SCHOOLS TELECOMMUNICATION SYSTEM IN THE FIELD, PRIOR TO BIDDING.
4. PROVIDE **AN ADDITIONAL FIRE ALARM ANNUNCIATOR PANEL WITHIN THE MAIN BUSINESS** AND **RECEPTION OFFICE AREA FOR STAFF** MONITORING.

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ISSUES

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NEW FIRE ALARM FLOOR PLAN

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FA-2.1

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Request for Proposal

Mokena School District 159

RFP 10172024R

Mokena Elementary Drawings

Docusign Envelope ID: F3DA3C42-3BDD-449A-AD01-FFA33C9C4855

GENERAL NOTES

1. CAREFULLY REVIEW THE EXISTING ARCHITECTURAL STRUCTURAL, HVAC, PLUMBING, AND FIRE PROTECTION SYSTEMS IN THE FIELD. DEVICES SHALL BE MOVED BASED ON EXISTING CONDITIONS AT THE SITE.
2. BRANCH CIRCUIT WIRING SHALL BE SIZED FOR A MAXIMUM 3% VOLTAGE DROP TOTAL. UPSIZE BRANCH CIRCUIT WIRING AS REQUIRED FOR RUN LENGTH IN THE FIELD.
3. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE, AND INDICATE THE GENERAL ARRANGEMENT OF EQUIPMENT, BUT ACCURACY IS NOT GUARANTEED. FIELD VERIFICATION OF LOCATIONS AND DIMENSIONS MAY BE REQUIRED.
4. THESE DRAWINGS WILL NOT KNOWINGLY INSTALLATION **DETAILS. IT SHALL BE THE RESPONSIBILITY OF THE** CONTRACTOR TO MAKE A COMPLETE AND SATISFACTORY INSTALLATION, IN ACCORDANCE WITH NECA 1 AND MODERN PRACTICE METHODS.
5. EQUIPMENT DIMENSIONS SHOWN ON PLANS AND ELEVATIONS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL USE THE SHOP DRAWINGS FOR PROPER LAYOUT FOR FINAL INSTALLATION, WITHOUT ANY ADDITIONAL COST TO THE OWNER.
6. ELECTRICAL CONTRACTOR SHALL MAKE THEIR OWN COUNT OF ALL EQUIPMENT TO BE WIRED BASED ON PLANS AND SPECIFICATIONS.
7. ALL DEVICE LOOPS SHALL BE RUN WITH DEDICATED NEUTRALS. SHARED NEUTRALS ARE NOT ALLOWED.
8. PROVIDE AN INSULATED GROUND WIRE WITH ALL CIRCUITS.
9. WHERE CIRCUITS ARE SPLICED IN A BOX, ANY EQUIPMENT GROUNDING CONDUCTORS ASSOCIATED WITH THOSE CIRCUITS SHALL BE CONNECTED TO THE BOX.
10. ALL FIRE RATED FLOOR AND WALL PENETRATIONS CREATED BY THE ELECTRICAL AND/OR FIRE ALARM CONTRACTORS SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO PROVIDE FIRE-STOPPING / PROOFING AS REQUIRED BY APPLICABLE LOCAL CODES. REFER TO THE FIRE RATED PENETRATION DETAILS ON SHEET E0.1 AND THE EXISTING ARCHITECTURAL DRAWINGS AND AT THE SITE.
11. SEE DRAWING FA0.2 FOR THE FIRE ALARM SYMBOLS AND SPECIFICATIONS.
12. PROVIDE A NEW FIRE ALARM SYSTEM FOR THE BUILDING. THE NEW SYSTEM SHALL HAVE VOICE ANNUNCIATION CAPABILITIES AS REQUIRED TO MEET NFPA 72 AND THE IBC.
13. PORTIONS OF THE EXISTING BUILDING DO NOT HAVE SPRINKLERS. PROVIDE A SMOKE DETECTOR OR HEAT DETECTOR LAYOUT TO MEET THE REQUIREMENTS OF NFPA 72.
14. PROVIDE NOTIFICATION APPLIANCE CIRCUIT PANELS (NAC) AS REQUIRED. EACH ROOM HOUSING A NAC PANEL SHALL HAVE A GROUNDED OUTLET.
15. PROVIDE A 120V POWER CONNECTION TO FIRE ALARM CONTROL PANEL (AND EACH NAC PANEL. THE BREAKER(S) SHALL BE PAINTED RED, HAVE A BREAKER LOCK AND SHALL BE LABELED AS "FIRE ALARM CIRCUIT".
16. **ALL WIRING IS TO BE LOOPED IN AND OUT OF EACH DEVICE. T-TAPPING IS NOT PERMITTED.**
17. ALL STROBE UNITS ARE TO BE MOUNTED 96" ABOVE FINISHED FLOOR (CONSIDER UPWARDS TRUDE LIMIT). SHALL BE MOUNTED 80" ABOVE FINISH ED FLOOR, NO STROBES SHALL BE FULLY SHADOWED.
18. PROVIDE A SMOKE DETECTOR WITHIN 0M EACH SIDE OF A DOOR ON A FIRE ALARM MAGNETIC HOLD OPEN. THE DOORS SHALL CLOSE ON ACTIVATION OF EITHER SMOKE DETECTION.
19. THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN A COMPLETE AND SEPARATE CONDUIT (EMT) SYSTEM AND THE **CONDUIT SHALL BE RED IN COLOR.**

GENERAL BRANCH CIRCUIT NOTES

1. **BRANCH CIRCUITS SHALL BE CONNECTED TO 20A,1P CBS, U.N.O.**
2. BRANCH CIRCUIT WIRING FOR 20 AMP, 120 VOLT CIRCUITS CONNECTED TO 208Y/120 VOLT, 3 SYSTEMS SHALL BE, U.N.O.

   A) ONE (1) BRANCH CIRCUIT PER HOMERUN-
   0'-100' IN LENGTH: #12 MTW, 3/4"C
   101'-170' IN LENGTH: #10 THWN, 3/4"C
   171'-250' IN LENGTH: #8 THWN, 3/4" C

   B) TWO (2) BRANCH CIRCUITS PER HOMERUN-
   0'-100' IN LENGTH: #12 MTW, 3/4"C
   101'-170' IN LENGTH: #10 THWN, 3/4"C
   171'-250' IN LENGTH: #8 THWN, 3/4" C

   C) THREE (3) BRANCH CIRCUITS PER HOMERUN-
   0'-100' IN LENGTH: #12 THWN, 3/4"C
   101'-170' IN LENGTH: #10 THWN, 3/4"C
   171'-250' IN LENGTH: #8 THWN, 1"C
3. PROVIDE A DEDICATED NEUTRAL FOR EACH NEW BRANCH CIRCUITS.
4. PROVIDE AN INSULATED GROUND WIRE WITH EACH CIRCUIT.
5. WHERE CIRCUITS ARE SPLICED IN A BOX, ANY EQUIPMENT GROUNDING CONDUCTORS ASSOCIATED WITH THOSE CIRCUITS SHALL BE CONNECTED TO THE BOX.

ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
CB	CIRCUIT BREAKER
CCT	CIRCUIT
EC	ELECTRICAL CONTRACTOR
EX	EXISTING TO REMAIN
EXR	EXISTING RELOCATED
FA	FIRE ALARM
GND	GROUND
KVA	KILOVOLT-AMP
MCB	**MAIN CIRCUIT BREAKER**
MLO	MAIN LUGS ONLY
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OCPD	OVER-CURRENT PROTECTION DEVICE
U.N.O	UNLESS NOTED OTHERWISE
WG	WIRE GUARD OVER DEVICE
WP	WEATHERPROOF COVER OVER DEVICE

FIRE ALARM SYMBOLS

SD / SD	WALL MOUNTED DEVICES (WITH STEM) / CEILING MOUNTED DEVICES (NO STEM)
FAAP	**WALL MOUNTED FIRE ALARM ANNUNCIATOR PANEL**
FACP	**WALL MOUNTED FIRE ALARM CONTROL PANEL**
SD	**SMOKE DETECTOR**
HD	**HEAT DETECTOR**
CDS	CARBON MONOXIDE DETECTOR
S	**PULL STATION MOUNTED AT 48" AFF**
S	SMOKE DAMPER
D	DOOR HOLD OPEN - 24 VOLT
RTS	REMOTE TEST SWITCH AND ANNUNCIATOR
DD	DUCT SMOKE DETECTOR
A	AUDIO (HORN) ALARM DEVICE
AV	AUDIO (HORN) / VISUAL (STROBE) ALARM DEVICE
SV	SPEAKER / VISUAL (STROBE) ALARM DEVICE
S	SPEAKER ALARM DEVICE
V	VISUAL (STROBE) ALARM DEVICE
TS	TAMPER SWITCH
WF	**WATER FLOW**
B	**FIRE ALARM BELL**

SPECIAL SYSTEM SYMBOLS

▽	TELEPHONE OUTLET FOR TWO SEPARATE PHONE LINES TO THE NEW FIRE ALARM CONTROL PANEL

NOTE: ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE CONDUIT AND CABLING FOR THE SPECIAL SYSTEMS, U.N.O.

DIVISION 260000 - ELECTRICAL

1. GENERAL

A. REQUIREMENTS

1. PRODUCTS AND EXECUTION SHALL BE PROVIDED FOR A COMPLETE AND FULLY OPERATIONAL ELECTRICAL SYSTEM THROUGHOUT THE EXTENT OF THE PROJECT, IN CONFORMANCE WITH APPLICABLE CODES, LAWS, ORDINANCES AND AGENCY STANDARDS OF GOVERNING BODIES HAVING JURISDICTION, AND IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND BUILDING STANDARDS.
2. PRODUCTS, INCLUDING EQUIPMENT, DEVICES, FIXTURES, AND MATERIALS SHALL BE NEW UNLESS NOTED OTHERWISE, UL LISTED, AND BEAR APPROPRIATE LABEL.
3. **EXECUTION, INCLUDING PREPARATION, INSTALLATION, STARTING, AND TESTING SHALL BE PERFORMED BY SKILLED TRADES PERSONNEL, IN COMPLIANCE WITH THE ASSOCIATED MANUFACTURERS RECOMMENDATIONS, AND COORDINATED WITH THE OTHER CONSTRUCTION TRADES.**

B. APPLICABLE CODES

1. 2017 NATIONAL ELECTRICAL CODE — NEC
2. 2018 INTERNATIONAL BUILDING CODE — IBC
3. MCKENA, ILLINOIS BUILDING AND ELECTRICAL CODE AMENDMENTS

C. APPLICABLE LAWS AND AGENCY STANDARDS

1. AMERICAN NATIONAL STANDARDS INSTITUTE — ANSI
2. AMERICAN SOCIETY FOR TESTING AND MATERIALS — ASTM
3. AMERICANS WITH DISABILITIES ACT — ADA
4. ELECTRICAL TESTING LABORATORIES — ETL
5. ELECTRONIC TELECOMMUNICATIONS INDUSTRIES ASSOCIATION — EIA/TIA
6. UNDERWRITERS LABORATORIES — UL
7. NATIONAL FIRE PROTECTION ASSOCIATION — NFPA
8. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS — IEEE
9. INSULATED CABLE ENGINEERS ASSOCIATION — ICEA
10. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION — NEMA

D. APPROVALS

1. **FIRE ALARM PERMIT DOCUMENTS SHALL BE PREPARED AND SUBMITTED TO THE LOCAL AUTHORITY HAVING JURISDICTION FOR THEIR APPROVAL OF SYSTEM LAYOUT, EQUIPMENT, AND DEVICE TYPE, PRIOR TO ANY WORK.**
   THE NOTIFICATION SYSTEM APPLIANCES, SMOKE AND HEAT DETECTORS WILL BE A DELEGATED DESIGN SUBMITTAL, INDICATING COMPLIANCE WITH ALL APPLICABLE CODES PERFORMANCE REQUIREMENTS AND DESIGN CRITERIA, INCLUDING DATA AND CREDENTIALS FOR THE RESPONSIBLE PARTY FOR THEIR PREPARATIONS. DRAWINGS ARE REQUIRED TO SHOW THE LOCATION OF EACH CODE REQUIRED NOTIFICATION APPLIANCES AND SMOKE AND HEAT DETECTORS, RATINGS OF EACH, AND INSTALLATION DETAILS AS NEEDED TO COMPLY WITH LISTING CONDITIONS OF THE DEVICE. THE DESIGN CALCULATIONS SHALL BE CALCULATED FOR SELECTING THE SPACING AND SENSITIVITY OF DETECTION, COMPLYING WITH NFPA 72. CALCULATE SPACING AND INTENSITIES FOR STROBE SIGNALS AND SOUND PRESSURE LEVELS FOR SPEAKER APPLIANCES.
   THE SUBMITTED SHOP DRAWING SHALL INCLUDE VOLTAGE DROP CALCULATIONS, BATTERY SIZE CALCULATIONS, RISER DIAGRAM, RISER DIAGRAM, ETC. AS REQUIRED TO MEET THE SATISFACTION OF THE AUTHORITY HAVING JURISDICTION.

E. SUBMITTALS

1. FIRE ALARM DOCUMENTS SHALL BE PREPARED AND SUBMITTED TO THE ENGINEER OF RECORD FOR THEIR REVIEW, AFTER APPROVAL FROM THE AHJ, HAS BEEN GIVEN.

F. COORDINATION

1. EXISTING CONDITION COORDINATE THE EXISTING CONDITIONS ON SITE. THE ELECTRICAL AND/OR FIRE ALARM CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY GRID TILES AND/OR CUTTING, PATCHING, AND PAINTING ANY DRYWALL AS REQUIRED FOR NEW CONDUIT. THE CONTRACTOR MAY USE SURFACE MOUNTED WIREMOLD CHANNELS ON EXISTING BRICK WALLS AS REQUIRED FOR NEW DEVICES. THE ELECTRICAL CONTRACTOR MAY REUSE ANY EXISTING CONDUIT, IF IT MEETS THE **REQUIREMENTS OF THE NEW CONDUIT SIZES.**

G. WARRANTEE AND GUARANTEE

1. PROVIDE WARRANTEE AND MANUFACTURERS CERTIFICATE FOR EACH PRODUCT, MINIMUM OF ONE YEAR OR LONGER AS SPECIFIED, FROM THE DATE OF OCCUPANCE. REPAIR AND/OR REPLACE ANY EQUIPMENT, DEVICES, MATERIALS, ETC. WITH DEFECT AS REQUIRED AT NO INCREASE TO THE CONTRACT.
2. PROVIDE GUARANTEE OF INSTALLATION FOR A PERIOD OF ONE YEAR FROM THE DATE OF OCCUPANCY. REPAIR AND/OR REPLACE ANY WORK WITH DEFECT AS REQUIRED AT NO INCREASE TO THE CONTRACT. PROVIDE GUARANTEE OF ROWORK FOR A PERIOD OF ONE YEAR FROM THE COMPLETION OF REPAIR OR REINSTALLATION.

H. PAY FEES AND OTHER CHARGES INCIDENTAL TO THE ELECTRICAL WORK AND OBTAIN AND PAY FOR ASSUMED LIABILITY AND LIABILITY INSURANCE, PERMITS, LICENSES, INSPECTIONS, TAXES, ETC.

2. PRODUCTS

A. CABINETS, ENCLOSURES AND ACCESS PANELS SHALL BE CODE GAGE STEEL WITH BAKED ENAMEL FINISH AND FLANGELESS HINGES AND FASTENERS.

B. CONDUITS SHALL BE HOT-DIPPED GALVANIZED OR ELECTRO-GALVANIZED STEEL, MINIMUM SIZE SHALL BE 3/4 INCH, EXCEPT WHERE LESS MAY BE 1/2 INCH AND FLEXIBLE CONNECTIONS TO RECESSED LIGHTING FIXTURES WHICH MAY BE 3/8 INCH. FLEXIBLE STEEL CONDUIT SHALL BE GALVANIZED STEEL, WITH UL LISTED LIQUI-TITE JACKET AS REQUIRED FOR FINAL CONNECTIONS TO MOTORS, RECESSED LIGHTING FIXTURES, AND LIFE SAFETY DEVICES. SUPPORTS, INCLUDING CHANNELS, ANGLES, RODS, AND FASTENERS SHALL BE HOT DIPPED GALVANIZED STEEL.

C. CONDUIT FITTINGS SHALL BE STEEL, DIE CAST FITTINGS OR PVC METAL ARE NOT ACCEPTABLE. ELECTRICAL METALLIC TUBING (EMT) FITTINGS SHALL BE COMPRESSION TYPE WITH INSULATED THROATS OR SET SCREW FITTINGS. INTERMEDIATE METAL CONDUIT (IMC) AND RIGID METAL CONDUIT (RMC) FITTINGS SHALL BE OF THREADED JOINTS, SET SCREW AND COMPRESSION FITTINGS ARE NOT ACCEPTABLE.

D. OUTLET BOXES FOR ALL TOGGLE SWITCHES, RECEPTACLES, COMMUNICATIONS DEVICES, FIRE ALARM STATIONS AND LIFE SAFETY DEVICES SHALL INCLUDE PLASTER RINGS, DEVICE PLATES, AND COVER PLATES WHERE REQUIRED. PROVIDE BOXES SUITABLE FOR PLENUM, WET, OR HAZARDOUS LOCATIONS AS INDICATED. DEVICE COVER PLATES SHALL BE STAINLESS STEEL, PAINTED TO MATCH FINISH. MULTI-GANG OUTLET BOXES SHALL INCLUDE SUITABLE ONE PIECE DEVICE COVER PLATE.

E. WIRE SHALL BE 600 VOLT INSULATED COPPER, MINIMUM SIZE SHALL BE NO 12 AWG WIRE SIZES NO 8 AWG AND LARGER SHALL BE STRANDED.

F. CABLE SUPPORTS SHALL BE APPROPRIATE FOR THE SIZE OF CONDUIT AND TYPE OF WIRE AND CABLES. CABLE LUBRICANT SHALL BE LESS THAN 5% PERCENT SOLID RESIDUE AFTER DRYING AND SHALL NOT CONTAIN ANY WAXES, GREASES, SILICONES, OR OLYCOL OILS.

K. GROUNDING SYSTEM, INCLUDING SERVICE AND EQUIPMENT GROUNDING AND BONDING, SHALL BE IN ACCORDANCE WITH CODE AND SHALL CONNECT ALL ELECTRICALLY OPERATED EQUIPMENT. PROVIDE A SEPARATE GREEN GROUND WIRE FOR EACH BRANCH CIRCUIT AND FEEDER.

3. EXECUTION

A. PENETRATIONS AND CHANNELS IN FLOORS AND WALLS SHALL BE VIA CUTTING AND CORING AS REQUIRED FOR THE SIZE OF PRODUCT, ONLY IN ACCORDANCE WITH THE ARCHITECT AND ENGINEER RECOMMENDATIONS, AND AS SCHEDULED WITH THE BUILDING MANAGEMENT. PATCH AND FILL SLEEVES, INSERTS, PENETRATIONS, AND CHANNELS WITH APPROPRIATE CODE APPROVED FIRE SAFING OR FILLING TO MATCH OR RESTORE THE ORIGINAL FIRE RATING OF THE CONSTRUCTION.

B. INSTALL CONDUIT, FITTINGS, SUPPORTS, ETC. IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS. THE VOLTAGES IDENTIFIED IN THE FOLLOWING SCHEDULES ARE LINE TO LINE OR LINE TO NEUTRAL. INTERIOR CONCEALED LOCATIONS ARE THOSE LOCATIONS WHICH ARE ABOVE CEILINGS, WITHIN WALLS, WITHIN FLOOR SLABS, AND WITHIN DESIGNATED ELECTRICAL ROOMS.

C. INSTALLATIONS WITHIN AIR HANDLING SPACES, INCLUDING PLENUM CEILINGS AND BUILT-UP AIR HANDLING SYSTEMS SHALL BE APPROVED FOR PLENUM INSTALLATION AND SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES.

D. INSTALL PULL BOXES, JUNCTION BOXES, AND OUTLET BOXES IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS. BOXES SHALL INCLUDE ACCESSIBLE COVERS. SHALL BE FABRICATED OF HEAVY GAUGE GALVANIZED STEEL, AND SHALL BE SIZED WITH CODE TO ADEQUATELY FACILITATE PULLING AND CONNECTION OF THE QUANTITY OF WIRE, CABLES, AND FITTINGS **ENTERING THEM. CONDUIT TERMINATIONS** SHALL BE MADE **WITH BUSHINGS AND LOCKNUTS. SUPPORTS** FOR **CONDUITS AND BOXES SHALL** BE SUSPENDED **DIRECTLY** TO THE BUILDING STRUCTURAL COMPONENTS AND NOT FROM CABLE SHALL THEY BE ATTACHED TO SUSPENDED CEILING GRID, DUCTWORK, OR PIPING COMPONENTS.

E. INSTALL FEEDERS AND BRANCH CIRCUIT WIRING IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS. SEPARATE DIFFERENT LOW VOLTAGE SYSTEMS WITH INDEPENDENT RACEWAY SYSTEMS. PROVIDE CABLE SUPPORTS AS REQUIRED. TERMINATE CABLES PER CODE AND MANUFACTURERS RECOMMENDATIONS. FOR WIRING INSULATION SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE:

LOCATION	WIRE AND SMALLER	8 AWG AND LARGER	ENVIRONMENTAL CONDITIONS
INTERIOR LOCATIONS	THWN-THWN-2	THWN	DRY
EXTERIOR LOCATIONS	THWN-THWN-2	THWN	DAMP/WET

F. INSTALL GROUNDING SYSTEMS IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS. COMPLETE GROUNDING SYSTEM SHALL INCLUDE GROUND LUG AND WIRE NO. 6 WHICH SHALL CONNECT TO THE ELECTRICAL SERVICE EQUIPMENT GROUND BUS.

G. INSTALL FIRE ALARM AND OTHER LIFE SAFETY SYSTEMS IN ACCORDANCE WITH CODES, STANDARDS, AND MANUFACTURERS RECOMMENDATIONS.

H. CLEAN ELECTRICAL APPARATUS PRIOR TO COMPLETION OF CONSTRUCTION. KEEP WORK AREAS **CLEAN AT ALL TIMES.**

DIVISION 260000 - FIRE ALARM

A. PROVIDE A NEW UL LISTED ADDRESSABLE FIRE ALARM SYSTEM WITH VOICE NOTIFICATION CAPABILITIES AS MANUFACTURED BY EST SIMPLEX, SIEMENS, HONEYWELL OR OTHERS.

1.1. CONTROL PANEL: A FIELD PROGRAMMABLE, MICROPROCESSOR BASED, MODULAR, **POWER LIMITED** DESIGN WITH ELECTRONIC MODULES, AUTOMATICALLY TRANSMIT ALARM, SUPERVISORY AND TROUBLE SIGNALS TO REMOTE ALARM STATION. COMPLIES WITH UL 864, AND LISTED AND AUDIBLE BY AHJ. PROVIDE BATTERY BACK-UP.

1.2. **REMOTE ANNUNCIATOR. NEMA 250, TYPE 1 FLUSH MOUNTED CABINET** WHICH SHALL **ANNUNCIATE THE SAME FUNCTIONS AS THE FIRE ALARM CONTROL** PANEL FOR ALARM SUPERVISORY AND TROUBLE INDICATIONS.

1.3. ADDRESSABLE INTERFACE DEVICE: MICROELECTRONIC MONITOR MODULE, INTELLISTED **FOR USE IN PROVIDING A SYSTEM** ADDRESS FOR ALARM-INITIATING DEVICES FOR WIRED APPLICATIONS WITH NORMALLY OPEN CONTACTS.

1.4. **DIGITAL ALARM COMMUNICATOR TRANSMITTER. SHALL** COMPLY WITH **UL 632** AND BE **LISTED AND LABELED BY AN NRTL. UNIT SHALL RECEIVE** AN ALARM, **SUPERVISORY**, OR TROUBLE SIGNAL FROM THE FIRE ALARM CONTROL PANEL AND AUTOMATICALLY CAPTURE TWO TELEPHONE LINES (WIRED AND NON-A PRIVATE NUMBER FOR A RUNDTL **CENTRAL STATION** WHEN **CONTACT IS MADE WITH CENTRAL STATION(S), SIGNALS SHALL BE TRANSMITTED.** IN SERVICE **ON EITHER LI-2 IS INTERR...PTED FOR LONGER THAN 45** SECONDS, TRANSMITTER SHALL INITIATE A LOCAL TROUBLE SIGNAL AND TRANSMIT THE SIGNAL INCALA ENCLOSURE OF TS DETAILING LINE TO THE PRIMOTE ALARM RECEIVING. ATTEMPT RESTORATION TO THE CENTRAL STATION. IF SERVICE IS LOST ON BOTH TELEPHONE LINES, TRANSMITTER SHALL INITIATE THE LOCAL TROUBLE SIGNAL.

1.5. MANUAL PULL STATIONS: SURFACE WALL MOUNTED, SINGLE ACTION MECHANISM WITH RED FACTORY FINISH. COMPLY WITH UL 38.

1.6. VISUAL ALARM APPLIANCES: WALL MOUNTED AND RED FACTORY FINISHED. SPEAKERS **SHALL COMPLY WITH UL 1480** AND PROVIDE A 0.5 VOLT RMS PRESSURE LEVEL OF 90 DB. VISUALS SHALL COMPLY WITH UL 1971 AND HAVE A NOMINAL CLEAR LENS OR AN ALUMINUM FACEPLATE. VISUALS SHALL BE SYNCHRONIZED THROUGHOUT THE BUILDING.

1.7. SMOKE DETECTORS: COMPLY WITH UL 268 AND OPERATING AT 24V DC. THEY SHALL BE **PHOTOELECTRIC** AND HAVE AN INTEGRAL ADDRESSABLE MODULE, BASE MOUNTING, BE SELF-RESTORING, HAVE AN INTEGRAL VISUAL-INDICATING LIGHT, AND SHALL COMMUNICATE STATUS (NORMAL, ALARM, OR TROUBLE) TO THE CONTROL PANEL.

1.8. **DUCT SMOKE DETECTORS. COMPLY WITH** UL 268 **AND OPERATING** AT 24V DC. **THEY SHALL BE PHOTOELECTRIC, HAVE A NEMA 250, TYPE 4X HOUSING WHICH IS** MOUNTED, UL **ID FOR USE** WITH THE SUPPLIED DETECTOR FOR SMOKE DETECTION IN HVAC DUCTS, ROLL FAN SHUTDOWN, AND PROVIDED WITH A REMOTE TEST SWITCH.

1.9. **CARBON MONOXIDE DETECTORS. COMPLY** WITH UL 2034 **AND OPERATING AT 24V DC.** THEY **SHALL HAVE AN INTEGRAL ADDRESSABLE** MODULE, BASE MOUNTING, **BE SELF-RESTORING**, AND SHALL COMMUNICATE STATUS (NORMAL, ALARM, OR TROUBLE) TO THE CONTROL PANEL.

1.10. HEAT DETECTORS: COMPLY WITH UL 521 AND OPERATING AT 24V DC. THEY SHALL HAVE AN **INTEGRAL ADDRESS**ABLE MODULE, BASE MOUNTING, BE SELF-RESTORING, AND SHALL COMMUNICATE STATUS (NORMAL, ALARM, OR TROUBLE) TO THE CONTROL PANEL.

1.11. PROVIDE THE REQUIRED CONNECTIONS, PROGRAMMING, GROUNDING, TESTING, ECT. AS REQUIRED FOR A FULLY FUNCTIONING UL LISTED SYSTEM TO MEET THE APPLICABLE IBC AND NFPA 72.

1.12. CONTRACTOR IS RESPONSIBLE FOR ALL PERMIT SUBMISSIONS, FEES, AND APPROVALS.

1.13. PROVIDE A DOCUMENTATION CABINET NEXT TO THE FIRE ALARM CONTROL PANEL AS REQUIRED BY NFPA, SECTION 3-5.2.

1.14. THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN A COMPLETE AND SEPARATE CONDUIT SYSTEM AND SHALL BE RED IN COLOR. PATHWAYS SHALL BE 3-WIRE PER NFPA 72, CLASS B.

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PROJECT NAME AND ADDRESS

MOKENA
ELEMENTARY
SCHOOL FIRE ALARM
REPLACEMENT

Mokena Elementary School
11244 Willowcrest Lane
Mokena, IL 60448

ISSUES

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SHEET TITLE

FIRE ALARM
SYMBOLS AND
GENERAL NOTES

SHEET NUMBER

FA-0.1

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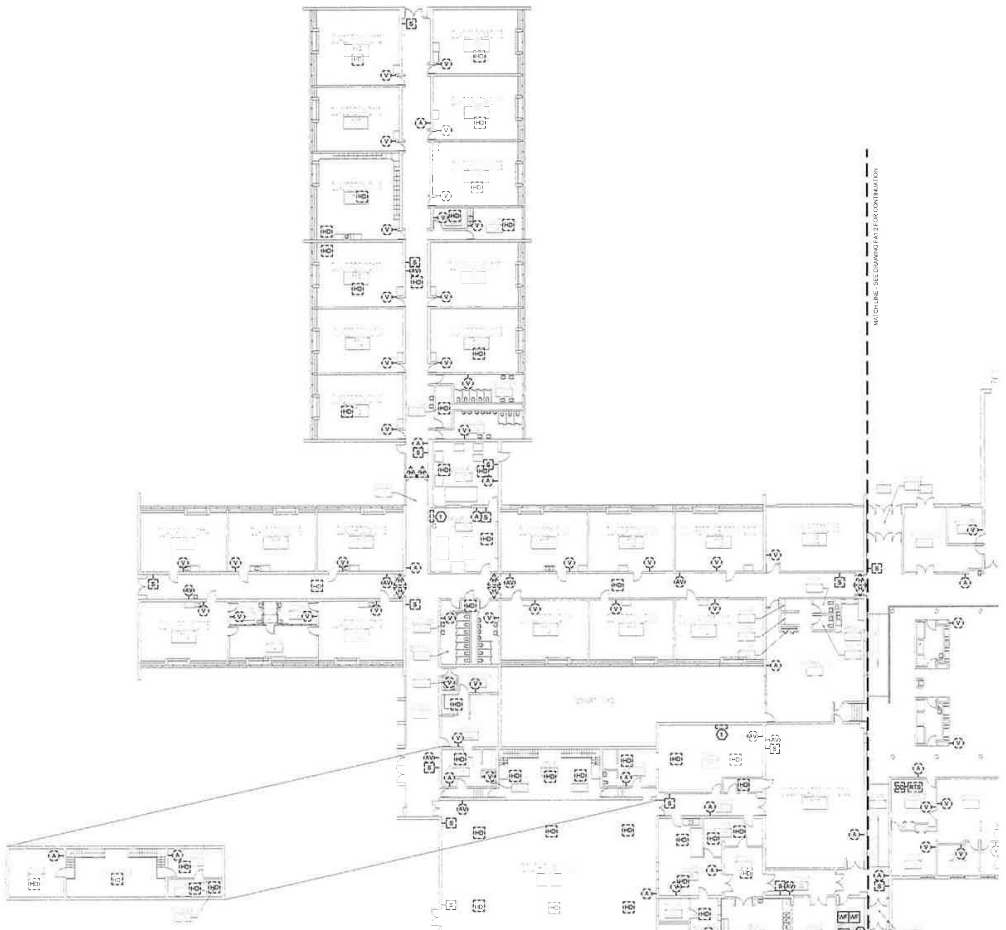

1 FIRE ALARM FIRST FLOOR DEMOLITION PLAN - SOUTH N
REF. SCALE: 1/16" = 1'-0"

2 FIRE ALARM PARTIAL SECOND FLOOR DEMOLITION PLAN N
REF. SCALE: 1/16" = 1'-0"

GENERAL SHEET NOTES:

1. SEE DRAWING FA-0.1 FOR THE FIRE ALARM SYMBOLS, GENERAL NOTES, AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL DISCONNECT AND REMOVE ALL EXISTING FIRE ALARM DEVICES (WHETHER INDICATED ON THE DEMOLITION DRAWINGS OR NOT) AND ASSOCIATED FIRE ALARM CABLING THROUGHOUT THE BUILDING. THE CONTRACTOR MAY REABSE ANY EXISTING CONDUITS IF THEY MEET THE CURRENT SPECIFICATIONS ON THIS PROJECT. ANY UNUSED CONDUITS SHALL BE CROSS-CONNECTED AT BOTH ENDS AND CLEARLY IDENTIFIED. **BLANK COVER PLATES SHALL BE PROVIDED OVER UNUSED** JUNCTION BOXES RECESSED IN RACEWAYS. IF REQUIRED TO CUT ANY DRYWALL FOR REMOVAL OR A HOLE IS CREATED AFTER REMOVAL OF ANY EXISTING UNUSED JUNCTION BOX, THE CONTRACTOR SHALL PATCH THE DRYWALL AND PAINT AS REQUIRED TO MATCH THE EXISTING FINISHES. COORDINATE REQUIREMENTS IN THE FIELD PRIOR TO SUBMITTING A BID.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL EXISTING GRID TILES AND/OR LIGHT FIXTURES AS REQUIRED FOR THE INSTALLATION OF NEW CONDUIT/RACEWAY. ANY EXISTING GRID TILES OR LIGHT FIXTURES DAMAGED SHALL BE REPLACED WITH EQUIVALENTS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SCHOOL DISTRICT. COORDINATE IN THE FIELD.

SHEET KEYNOTES:

1. **DISCONNECT** AND REMOVE **HE EXISTING SUB-FIRE ALARM** CONTROL **PANEL THAT IS** WITHIN CONE **ENTLY ABANDONED OR A NOD E** ON THE ZONED SYSTEM AND ASSOCIATED SYSTEM COMPONENTS AND CABLING IN ITS ENTIRETY (SEE GENERAL NOTE 3 ON THIS DRAWING). DISCONNECT AND REMOVE THE EXISTING 20A 120V POWER CONNECTION IN ITS ENTIRETY.
2. THE EXISTING TAMPER SWITCHES AND WATER FLOWS MONITORING THE EXISTING SPRINKLER SYSTEM WITHIN THIS ROOM/AREA SHALL BE **EXISTING TO REMAIN.** DISCONNECT AND REMOVE THE FIRE ALARM **CONNECTIONS FROM THE EXISTING ZONED FIRE ALARM SYSTEM AND** CONNECT TO THE NEW ADDRESSABLE FIRE ALARM SYSTEM AS REQUIRED.

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PROJECT NAME AND ADDRESS

MOKENA ELEMENTARY SCHOOL FIRE ALARM REPLACEMENT

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SHEET TITLE

FIRE ALARM DEMOLITION PLANS - SOUTH

SHEET NUMBER

FA-1.1

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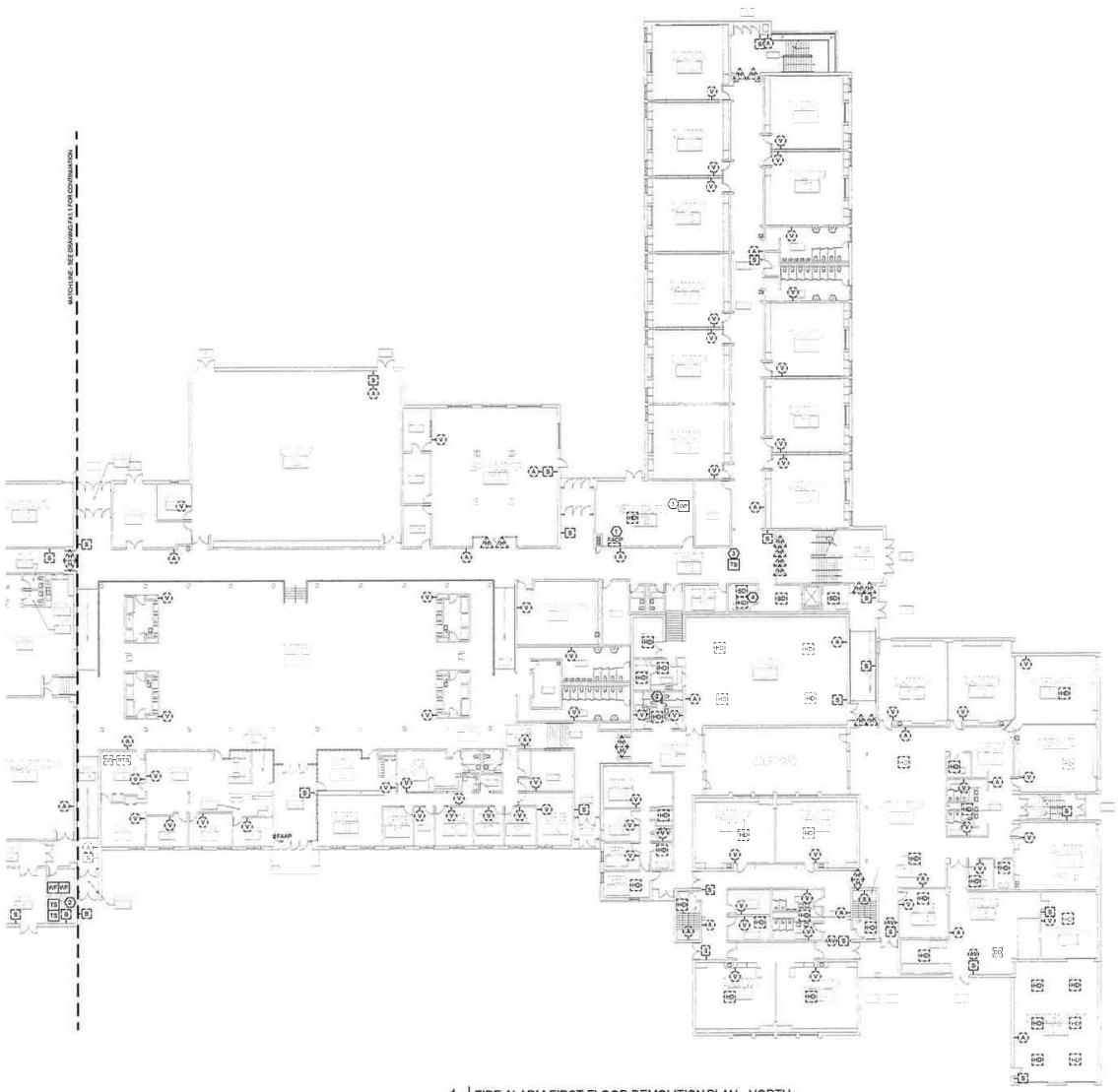

1 FIRE ALARM FIRST FLOOR DEMOLITION PLAN - NORTH
SCALE: 1/16" = 1'-0"

N

GENERAL SHEET NOTES :

1. SEE DRAWING FA0.1 FOR THE FIRE ALARM SYMBOLS GENERAL NOTES, AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL DISCONNECT AND REMOVE ALL EXISTING FIRE ALARM DEVICES WHETHER INDICATED ON THE DEMOLITION DRAWINGS OR NOT, AND ASSOCIATED FIRE ALARM CABLING THROUGHOUT THE BUILDING. THE CONTRACTOR MAY RE-USE ANY EXISTING CONDUIT(S) IF THEY MEET THE NEW SPECIFICATIONS ON THIS PROJECT. ANY UNUSED RACEWAY SHALL BE DISCONNECTED AND REMOVED IN THEIR ENTIRETY. BLANK COVER PLATES SHALL BE PROVIDED OVER UNUSED JUNCTION BOXES RECESSED IN BLOCK WALLS. IF REQUIRED TO CUT ANY DRYWALL FOR REMOVAL OR A HOLE IS CREATED AFTER REMOVAL OF ANY EXISTING UNUSED JUNCTION BOX, THE CONTRACTOR SHALL PATCH THE DRYWALL AND PAINT AS REQUIRED TO MATCH THE EXISTING FINISHES. COORDINATE REQUIREMENTS IN THE FIELD, PRIOR TO SUBMITTING A BID.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL EXISTING GRID TILES AND/OR LIGHT FIXTURES AS REQUIRED FOR THE INSTALLATION OF NEW CONDUIT/RACEWAYS. ANY EXISTING GRID TILES OR LIGHT FIXTURES DAMAGED SHALL BE REPLACED WITH EQUIVALENTS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SCHOOL DISTRICT. COORDINATE IN THE FIELD.

SHEET KEYNOTES:

1. **DISCONNECT AND REMOVE THE EXISTING SIMPLEX 4002 ZONED FIRE ALARM PANEL AND ASSOCIATED SYSTEM COMPONENTS AND CABLING** IN ITS ENTIRETY. DISCONNECT AND REMOVE THE EXISTING 20A 120V POWER CONNECTION AND REUSE THE KNOWN CONNECTION FOR THE NEW ADDRESSABLE FIRE ALARM CONTROL PANEL IN APPROXIMATELY THE SAME LOCATION.
2. **DISCONNECT AND REMOVE** ONE THE EXISTING **FIRE ALARM NAC** PANEL THAT IS **CURRENTLY A** NODE ON THE **ZONED SYSTEM AND** ASSOCIATED SYSTEM COMPONENTS AND CABLING IN ITS ENTIRETY. SEE GENERAL NOTE 2 ON THIS DRAWING. DISCONNECT AND REMOVE THE EXISTING 20A 120V POWER CONNECTION IN ITS ENTIRETY.
3. THE EXISTING **TAMPER SWITCHES** AND **WATER FLOWS MONITORING** THE EXISTING **SPRINKLER SYSTEM IN THIS ROOM/AREA SHALL BE** EXISTING TO REMAIN. DISCONNECT AND REMOVE THE FIRE ALARM CONNECTIONS FROM THE EXISTING ZONED FIRE ALARM SYSTEM AND CONNECT TO THE NEW ADDRESSABLE FIRE ALARM SYSTEM AS REQUIRED.
4. DISCONNECT AND REMOVE THE FIRE ALARM CONNECTIONS FROM THE EXISTING **ZONED FIRE ALARM SYSTEM** TO THE **EXISTING ELEVATOR** CONTROLLER AND RECONNECT TO THE NEW ADDRESSABLE FIRE ALARM SYSTEM AS REQUIRED.

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PROJECT NAME AND ADDRESS

MOKENA ELEMENTARY SCHOOL FIRE ALARM REPLACEMENT

Mokena Elementary School
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SHEET TITLE

FIRE ALARM FIRST FLOOR DEMOLITION PLAN - NORTH

SHEET NUMBER

FA-1.2

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1 FIRE ALARM SECOND FLOOR DEMOLITION PLAN
REF. SCALE: 1/16" = 1'-0"

N

GENERAL SHEET NOTES :

1. SEE DRAWING FA1.1 FOR THE FIRE ALARM SYMBOLS, GENERAL NOTES, AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL DISCONNECT AND REMOVE ALL EXISTING FIRE ALARM DEVICES (WHETHER INDICATED ON THE DEMOLITION DRAWINGS OR NOT), AND ASSOCIATED FIRE ALARM CABLING, THROUGHOUT THE BUILDING. THE CONTRACTOR MAY RE-USE ANY EXISTING CONDUITS, IF MEETS THE NEW SPECIFICATIONS ON THIS PROJECT. ANY UNUSED RACEWAY SHALL BE DISCONNECTED AND REMOVED IN THEIR ENTIRETY. BLANK COVER PLATES SHALL BE PROVIDED OVER UNUSED JUNCTION BOXES RECESSED IN BLOCK WALLS. IF REQUIRED TO CUT ANY DRYWALL FOR REMOVAL, THE CONTRACTOR SHALL PATCH THE DRYWALL AND PAINT AS REQUIRED TO MATCH THE EXISTING FINISHES. COORDINATE REQUIREMENTS IN THE FIELD, PRIOR TO SUBMITTING A BID.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL EXISTING DROP TILES AND/OR LIGHT FIXTURES AS REQUIRED FOR THE INSTALLATION OF NEW CONDUIT/RACEWAY. ANY EXISTING DROP TILES OR LIGHT FIXTURES DAMAGED SHALL BE REPLACED WITH EQUIVALENTS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SCHOOL DISTRICT. COORDINATE IN THE FIELD.

SHEET KEYNOTES:

1. DISCONNECT AND REMOVE THE FIRE ALARM CONNECTIONS FROM THE EXISTING ZONED FIRE ALARM SYSTEM TO THE EXISTING ELEVATOR CONTROLLER AND RECONNECT TO THE NEW ADDRESSABLE FIRE ALARM SYSTEM AS REQUIRED.
2. DISCONNECT AND REMOVE THE EXISTING FIRE ALARM NAC PANEL THAT IS CURRENTLY A NODE ON THE ZONED SYSTEM AND ASSOCIATED SYSTEM COMPONENTS AND CABLING IN ITS ENTIRETY. (SEE GENERAL NOTE 2 ON THIS DRAWING). DISCONNECT AND REMOVE THE EXISTING 20A, 120V POWER CONNECTION IN ITS ENTIRETY.

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PROJECT NAME AND ADDRESS

MOKENA
ELEMENTARY
SCHOOL FIRE ALARM
REPLACEMENT

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SHEET TITLE

FIRE ALARM
SECOND FLOOR
DEMOLITION PLAN

SHEET NUMBER

FA-1.3

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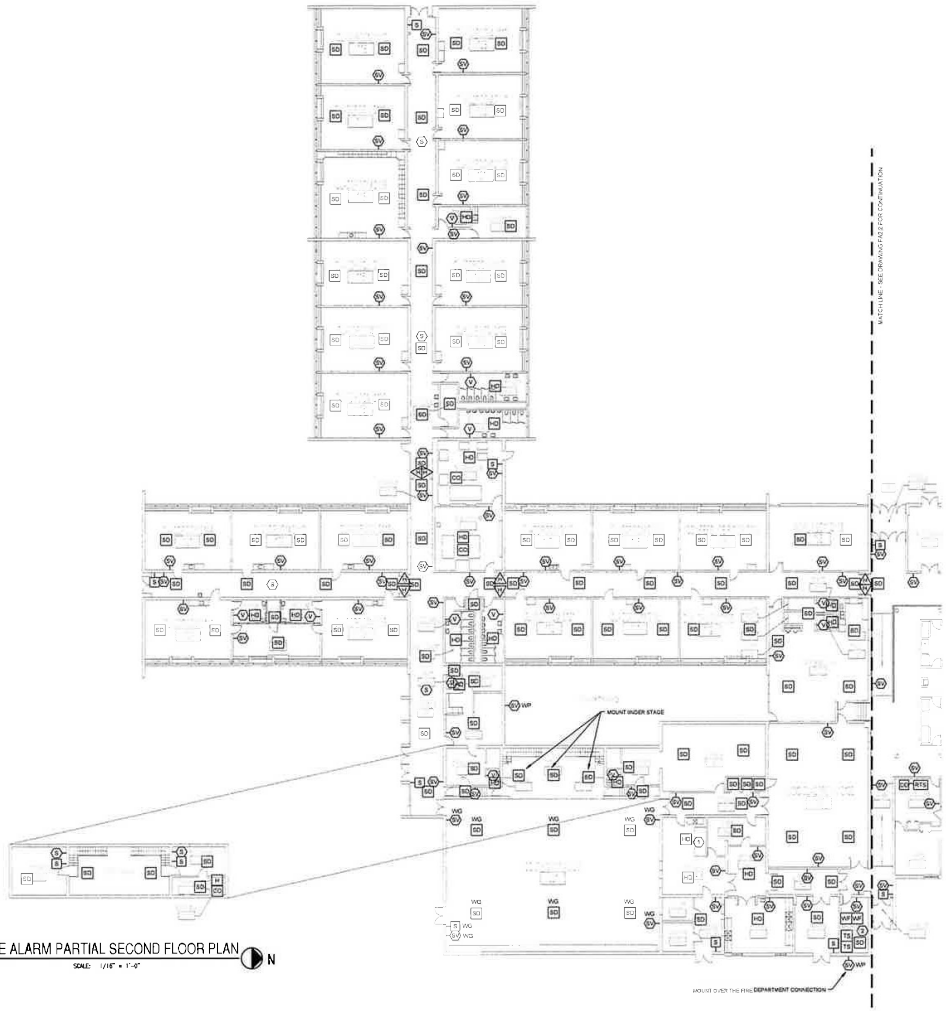

2 | NEW FIRE ALARM PARTIAL SECOND FLOOR PLAN
REF. SCALE: 1/16" = 1'-0"

1 | NEW FIRE ALARM FIRST FLOOR PLAN - SOUTH
REF. SCALE: 1/16" = 1'-0"

GENERAL SHEET NOTES:

1. SEE DRAWING FA0.1 FOR THE FIRE ALARM SYMBOLS, GENERAL NOTES, AND SPECIFICATIONS.
2. PROVIDE A NEW FIRE ALARM SYSTEM FOR THE BUILDING. THE NEW SYSTEM SHALL HAVE VOICE ANNUNCIATION CAPABILITIES AS REQUIRED TO MEET NFPA 72 AND THE 2018 IBC.
3. **PORTIONS OF THE THE BUILDING DOES NOT HAVE SPRINKLERS.** PROVIDE A SMOKE DETECTOR AND/OR HEAT DETECTOR LAYOUT IN NON-SPRINKLERED AREAS TO MEET THE REQUIREMENTS OF NFPA 72.
4. PROVIDE NOTIFICATION APPLIANCE CIRCUIT PANELS (NAC) AS REQUIRED. EACH ROOM HOUSING A NAC PANEL, SHALL HAVE A SMOKE DETECTOR.
5. **PROVIDE A 120V EMERGENCY POWER CONNECTION TO THE FIRE** ALARM CONTROL **PANEL AND EACH** NAC PANEL. **THE BREAKER(S)** SHALL BE PAINTED RED, HAVE A BREAKER LOCK **AND SHALL BE** LABELED AS "FIRE ALARM CIRCUIT".
6. ALL WIRING IS TO BE LOOPED IN AND OUT OF EACH DEVICE. "T-TAPPING" IS NOT PERMITTED.
7. **ALL STROBE UNITS ARE TO BE MOUNTED BETWEEN 80"- 96" ABOVE** FINISHED FLOOR. COMBINATION SPEAKER/STROBE UNITS SHALL BE MOUNTED 80" ABOVE FINISHED FLOOR. SPEAKERS MAY BE CEILING MOUNTED. ALL STROBES SHALL BE FULLY SYNCHRONIZED.
8. THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN A COMPLETE AND SEPARATE RACEWAY SYSTEM AND THE RACEWAY SHALL BE RED IN COLOR. WIRE SURFACE MOUNTED RACEWAY IS REQUIRED. PROVIDE WIREMOLD #2800 SERIES OR EQUIVALENT BY OTHERS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL EXISTING GRID TILES AND/OR LIGHT FIXTURES AS REQUIRED FOR THE INSTALLATION OF NEW CONDUIT RUNS. ANY EXISTING GRID TILES OR LIGHT FIXTURES DAMAGED SHALL **BE REPLACED WITH EQUIVALENTS BY THE CONTRACTOR AT NO** ADDITIONAL COST TO THE SCHOOL DISTRICT. COORDINATE IN THE FIELD.
10. PROVIDE A CARBON MONOXIDE DETECTOR WITH ALARM WITHIN 20 FEET OF EACH CARBON MONOXIDE PRODUCING DEVICE PER THE **ILLINOIS ADMINISTRATIVE CODE. THESE SHALL BE MONITORED BY** THE FIRE ALARM SYSTEM AND PRODUCE A LOCAL ALARM AND AN ALARM AT THE ANNUNCIATOR AND CONTROL PANELS, BUT SHALL NOT PRODUCE A FIRE ALARM NOTIFICATION THROUGHOUT THE SCHOOL.

SHEET KEYNOTES:

1. **PROVIDE FIRE ALARM CONNECTIONS TO THE** KITCHEN HOOD ANSUL **SYSTEM(S). VERIFY** EXACT **REQUIREMENTS** ON SITE PRIOR TO BIDDING.

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PROJECT NAME AND ADDRESS

MOKENA ELEMENTARY SCHOOL FIRE ALARM REPLACEMENT

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Mokena, IL 60448

ISSUES

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SHEET TITLE

NEW FIRE ALARM FLOOR PLANS - SOUTH

SHEET NUMBER

FA-2.1

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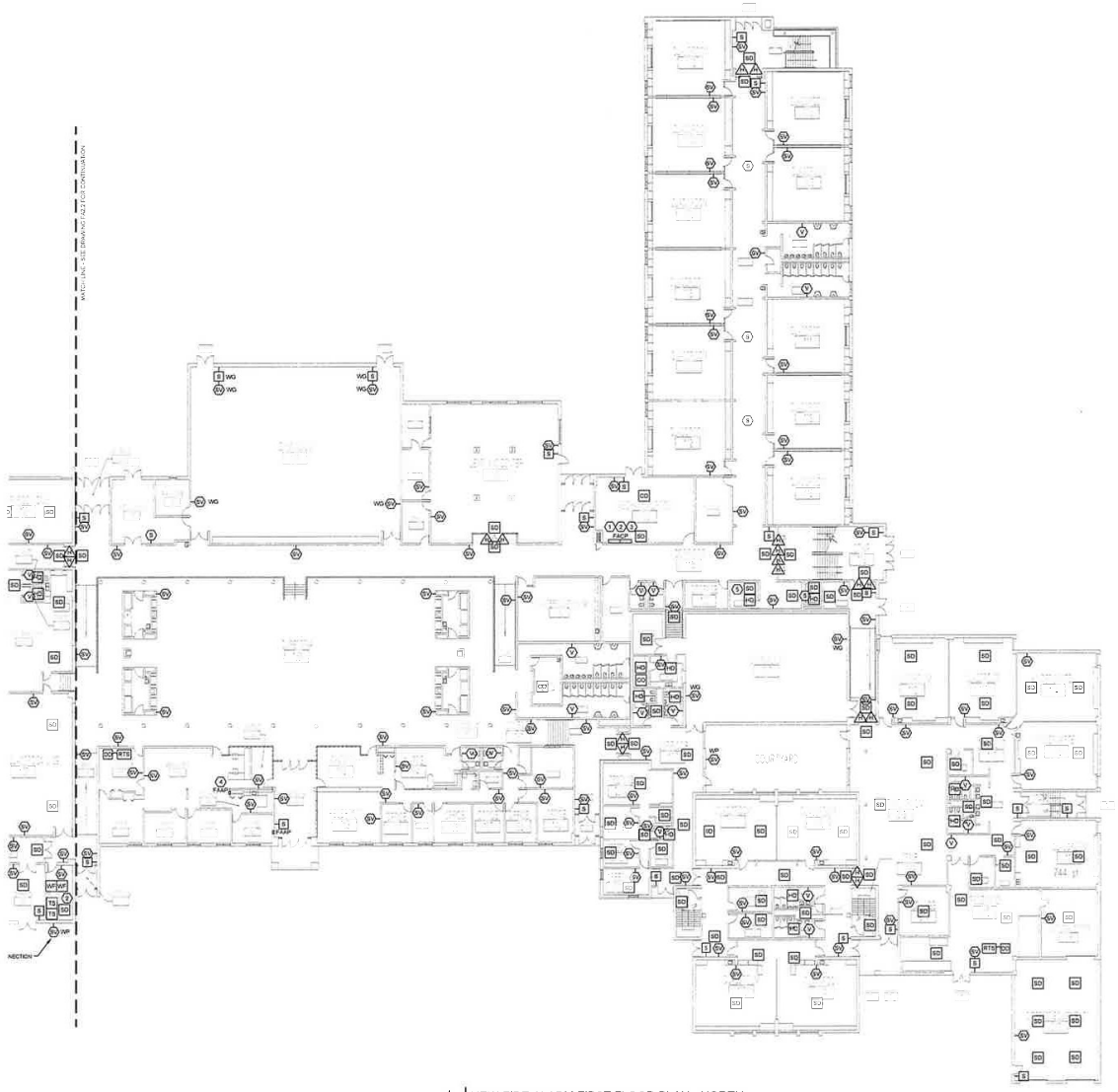

1 NEW FIRE ALARM FIRST FLOOR PLAN - NORTH
REF. SCALE: 1/16" = 1'-0"

N

GENERAL SHEET NOTES:

1. SEE DRAWING FA-0.1 FOR THE FIRE ALARM SYMBOLS, GENERAL NOTES, AND SPECIFICATIONS.
2. PROVIDE A NEW FIRE ALARM SYSTEM FOR THE BUILDING. THE NEW SYSTEM SHALL HAVE VOICE ANNUNCIATION CAPABILITIES AS REQUIRED TO MEET NFPA 72 AND THE 2015 IBC.
3. PORTIONS OF THE THE BUILDING DOES NOT HAVE SPRINKLERS. PROVIDE A SMOKE DETECTION AND/OR HEAT DETECTOR LAYOUT IN NON-SPRINKLERED AREAS TO MEET THE REQUIREMENTS OF NFPA 72.
4. PROVIDE NOTIFICATION APPLIANCE CIRCUIT PANELS (NAC) AS REQUIRED. EACH ROOM HOUSING A NAC PANEL SHALL HAVE A SMOKE DETECTOR.
5. PROVIDE A 120V EMERGENCY POWER CONNECTION TO THE FIRE ALARM CONTROL PANEL AND EACH NAC PANEL. THE BREAKER(S) SHALL BE PAINTED RED, HAVE A BREAKER LOCK AND SHALL BE LABELED AS "FIRE ALARM CIRCUIT".
6. ALL WIRING IS TO BE LOOPED IN AND OUT OF EACH DEVICE. T-TAPPING IS NOT PERMITTED.
7. ALL STROBE UNITS ARE TO BE MOUNTED BETWEEN 80"-96" ABOVE FINISHED FLOOR. COMBINATION SPEAKER/STROBE UNITS SHALL BE MOUNTED 96" ABOVE FINISHED FLOOR. SPEAKERS MAY BE CEILING MOUNTED. ALL STROBES SHALL BE FULLY SYNCHRONIZED.
8. THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN A COMPLETE AND SEPARATE RACEWAY SYSTEM AND THE RACEWAY SHALL BE RED IN COLOR WHERE SURFACE MOUNTED RACEWAY IS REQUIRED PROVIDE WIREMOLD #3000 SERIES OR EQUIVALENT BY OTHERS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL EXISTING CEILING TILES AND/OR LIGHT FIXTURES AS REQUIRED FOR THE INSTALLATION OF NEW CONDUIT RACEWAY. ANY EXISTING CEILING TILES OR LIGHT FIXTURES DAMAGED SHALL BE REPLACED WITH EQUIVALENTS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SCHOOL DISTRICT. COORDINATE IN THE FIELD.
10. PROVIDE A CARBON MONOXIDE DETECTOR WITH ALARM WITHIN 20 FEET OF EACH CARBON MONOXIDE PRODUCING DEVICE PER THE ILLINOIS ADMINISTRATIVE CODE. THESE SHALL BE MONITORED BY THE FIRE ALARM SYSTEM AND PRODUCE A LOCAL ALARM AND AN ALARM AT THE ANNUNCIATOR AND CONTROL PANELS, BUT SHALL NOT PRODUCE A FIRE ALARM NOTIFICATION THROUGHOUT THE SCHOOL.

SHEET KEYNOTES:

1. **CONNECT THE NEW FIRE ALARM** CONTROL **PANEL TO** A DEDICATED **20A, 1P CIRCUIT BREAKER. PROVIDE** DAISY-**SERVING THE** OLD **ZONED** FIRE ALARM SYSTEM CONTROL PANEL. THE CIRCUIT BREAKER SHALL BE PAINTED RED IN COLOR AND HAVE A LOCK OUT DEVICE.
2. **PROVIDE A FIRE ALARM RELAY** FOR CONNECTION **TO THE DOOR ACCESS SYSTEM. ACTIVATION** OF THE **FIRE ALARM SYSTEM.** THE DOOR ACCESS SYSTEM SHALL UNLOCK THE DOORS IN THE PATH OF EGRESS. COORDINATE EXACT REQUIREMENTS WITH THE DOOR ACCESS MANUFACTURER IN THE BUILDING, PRIOR TO BIDDING.
3. PROVIDE TWO (2) PHONE LINES TO THE NEW FIRE ALARM CONTROL PANEL. VERIFY THE EXACT EXTENT OF THIS WORK TO CONNECT TO THE EXISTING SCHOOLS TELECOMMUNICATION SYSTEM IN THE FIELD, PRIOR TO BIDDING.
4. PROVIDE AN ADDITIONAL FIRE ALARM ANNUNCIATOR PANEL WITHIN THE MAIN BUSINESS AND RECEPTION OFFICE AREA FOR STAFF MONITORING.
5. PROVIDE THE FIRE **ALARM CONNECTIONS TO THE ELEVATOR** RECALL AND SHUNT TRIP **CONNECTIONS. COORDINATE IN THE FIELD.**

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MOKENA ELEMENTARY SCHOOL FIRE ALARM REPLACEMENT

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Mokena, IL 60448

ISSUES

NO.	ISSUED FOR	DATE
1	ISSUED FOR BID	07/31/24

SHEET TITLE

NEW FIRE ALARM FIRST FLOOR PLAN - NORTH

SHEET NUMBER

FA-2.2

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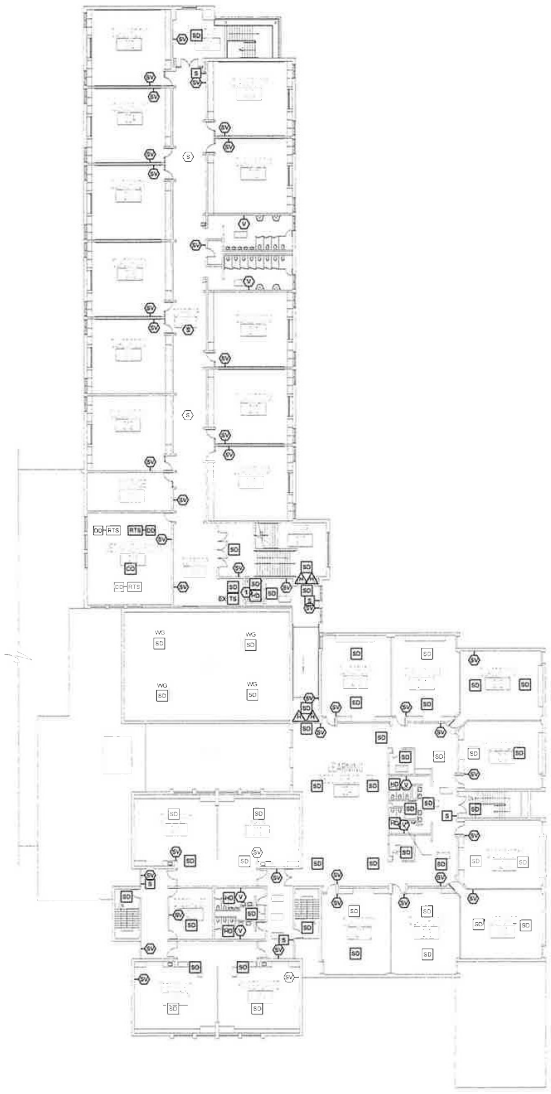

1 NEW FIRE ALARM SECOND FLOOR PLAN
SCALE: 1/16" = 1'-0"

N

GENERAL SHEET NOTES:

1. SEE DRAWING FA0.1 FOR THE FIRE ALARM SYMBOLS, GENERAL NOTES, AND SPECIFICATIONS.
2. **PROVIDE A NEW FIRE ALARM SYSTEM FOR THE BUILDING.** THE NEW SYSTEM SHALL HAVE VOICE ANNUNCIATION CAPABILITIES AS REQUIRED TO MEET NFPA 72 AND THE 2018 IBC.
3. PORTIONS OF THE THE BUILDING DOES NOT HAVE SPRINKLERS. PROVIDE A SMOKE DETECTOR AND/OR HEAT DETECTION LAYOUT IN NON-SPRINKLERED AREAS TO MEET THE REQUIREMENTS OF NFPA 72.
4. PROVIDE NOTIFICATION APPLIANCE CIRCUIT PANELS (NAC) AS REQUIRED. EACH ROOM HOUSING A NAC PANEL SHALL HAVE A SMOKE DETECTOR.
5. PROVIDE A 120V EMERGENCY POWER CONNECTION TO THE FIRE ALARM CONTROL PANEL AND EACH NAC PANEL. THE BREAKER(S) SHALL BE PAINTED RED, HAVE A BREAKER LOCK AND SHALL BE LABELED AS "FIRE ALARM CIRCUIT".
6. ALL WIRING IS TO BE LOOPED IN AND OUT OF EACH DEVICE. T-TAPPING IS NOT PERMITTED.
7. ALL STROBE UNITS ARE TO BE MOUNTED BETWEEN 80" - 96" ABOVE FINISHED FLOOR. COMBINATION SPEAKER/STROBE UNITS SHALL BE MOUNTED 86" ABOVE FINISHED FLOOR. SPEAKERS MAY BE CEILING MOUNTED. ALL STROBES SHALL BE FULLY SYNCHRONIZED.
8. THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN A COMPLETE AND SEPARATE RACEWAY SYSTEM AND THE RACEWAY SHALL BE RED IN COLOR. WHERE SURFACE MOUNTED RACEWAY IS REQUIRED PROVIDE WIREMOLD 2800 SERIES OR EQUIVALENT BY OTHERS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL EXISTING GRID TILES AND/OR LIGHT FIXTURES AS REQUIRED FOR THE INSTALLATION OF NEW CONDUIT/RACEWAY. ANY EXISTING GRID TILES OR LIGHT FIXTURES DAMAGED SHALL BE REPLACED WITH EQUIVALENTS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SCHOOL DISTRICT. COORDINATE IN THE FIELD.
10. PROVIDE A CARBON MONOXIDE DETECTOR WITH ALARM WITHIN 20 FEET OF EACH CARBON MONOXIDE PRODUCING DEVICE PER THE ILLINOIS ADMINISTRATIVE CODE. THESE SHALL BE MONITORED BY THE FIRE ALARM SYSTEM AND PRODUCE A LOCAL ALARM AND AN ALARM AT THE ANNUNCIATOR AND CONTROL PANEL BUT SHALL NOT PRODUCE A FIRE ALARM NOTIFICATION THROUGHOUT THE SCHOOL.

SHEET KEYNOTES:

1. PROVIDE THE FIRE ALARM **CONNECTIONS TO THE ELEVATOR** RECALL AND SHUNT TRIP **CONNECTIONS. COORDINATE IN THE FIELD.**

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ARCHITECT

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PROJECT NAME AND ADDRESS

MOKENA ELEMENTARY SCHOOL FIRE ALARM REPLACEMENT

Mokena Elementary School
11244 Willowcrest Lane
Mokena, IL 60448

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SHEET TITLE

NEW FIRE ALARM SECOND FLOOR PLAN

SHEET NUMBER

FA-2.3