

**BID DOCUMENTS**

For

**2026 Community Park Basketball Court Repair and Maintenance**

**LISLE, ILLINOIS**

**Wednesday February 11<sup>th</sup>, 2026**

**BIDS DUE: 10 a.m. February 27<sup>th</sup>, 2026**

**SUBMITTED BY:**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**



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## 1. INVITATION TO BID

Sealed bids are invited for the **2026 Community Park Basketball Court Repair and Maintenance** project for the Lisle Park District. The scope of Work includes, but is not limited to removal and replacement of a double basketball court and the access path to the courts located in Community Park in Lisle, IL.

Specifications are available electronically by contacting Aaron Cerutti, Supt. Of Parks and Facilities at 630-353-4381 between the hours of 7 a.m. and 2:30 p.m. Monday through Friday and electronically at the Districts Website, [lisleparkdistrict.org](http://lisleparkdistrict.org). Contractors are responsible for the completeness of the documents they receive.

A **mandatory prebid meeting** will be held at the Lisle Park District Recreation Center at 1925 Ohio St., Lisle, IL 60532 on **Monday, February 16<sup>th</sup>, 2026 at 10 a.m.** No bids will be accepted by persons not having been in attendance.

Bids will be accepted at said address until **10 a.m. February 27<sup>th</sup>, 2026** at which time they will be publicly opened and read. Bids received after that time will be rejected.

The Lisle Park District ("Owner" or "Park District") reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide resources to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects of similar size and scope.

**The successful Bidder will be required to comply with all federal, state, and local laws, including but not limited to the Illinois Prevailing Wage Act and those pertaining to equal employment.**



## INSTRUCTIONS TO BIDDERS

### A. Preparation and Submission of Bid Proposals

Each bid must be placed in an opaque-sealed envelope marked "Lisle Park District, **2026 Community Park Basketball Court Repair and Maintenance, DO NOT OPEN**", and addressed to the Lisle Park District, 1925 Ohio Street, Lisle, Illinois 60532. Attention: Aaron Cerutti. Bids will be opened at 10 a.m. February 27<sup>th</sup>, 2026 at said address. Bids arriving after the specified time will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Should a Bidder find any discrepancies in or omission from, any of the Bid Documents, or be in doubt as to the meaning or require any clarification, he shall advise the Owner, who will issue necessary clarifications to all prospective Bidders by means of Addenda or revision to the Specifications, as may be appropriate. No request for clarification will be answered if received within five (5) days prior of the date on which the bids will be received.

Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after it has been opened.

The Contractor who is awarded the Contract will perform all Work in accordance with all Drawings and sections of the Specifications provided herein. When there is a discrepancy between the Drawings and Specifications and Work performed, the decision made by the Owner will be considered final.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**



Attached to the Contractor Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

#### **B. Examination of Site, Drawings, Specifications**

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself/herself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he/she shall deem necessary so that he/she may fully understand the requirements, facilities, difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with the Drawings and the written Specifications. Any discrepancies found between or among the Drawings and written Specifications and site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the site(s), and acquaint himself/herself with conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees, represents and warrants that he/she has undertaken such investigation as he/she deemed necessary, has examined the site(s), Drawings and Specifications, has obtained all needed clarifications and where the Drawings or Specifications indicate in any part of the Work, that a given result be produced, that the Specifications and Drawings are adequate, and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

#### **C. Requirement of Bidders**

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed, and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred on determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.



1. On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.
2. On a separate sheet, list all construction projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, name and type of business entity of your organization that completed the project if different from the name and current type of business entity of your organization. Project description, project address, owner and telephone number, architect and telephone number.
3. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action. If no such administrative proceedings or litigation have been filed by or against the Bidder, Bidder shall submit a written statement with his bid attesting to the same.
4. On a separate sheet, provide information with respect to all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection. In the event Bidder was not rejected on the basis of not being a responsible bidder, Bidder shall submit a written statement with his bid attesting to the same.
5. On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or Owner's representative. In the event Bidder has not been declared to be in breach of one or more provisions of a contract to which it was a party, Bidder shall submit a written statement with his bid attesting to the same.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

#### **D. Acceptance or Rejection of Bids**

Bidder shall keep its bid open for at least one hundred and twenty (120) days after submission. The Park District shall, at its sole discretion, accept the bid of the lowest responsive and responsible Bidder on the basis of the bid that is in the best interest of the Park District to accept.



The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Lisle Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions.

#### **E. Surety**

All bids must be accompanied by a bid bond or bank cashier's check payable to the Lisle Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Park District will be returned after the decision to accept or reject bids by the Lisle Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Lisle Park District as the certificate holder and as additional insured and the successful bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work for a period of one (1) year after Final Completion. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.



The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of such default, the Owner need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount for the Contract awarded to the defaulting Bidder and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

#### **F. Withdrawal of Bid**

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of one hundred twenty (120) calendar days.

#### **G. Acceptance and Contract**

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The Bidder to whom the project is awarded is required to enter into a contract with the Lisle Park District in the same form as the Sample Contract contained in these Bid Documents. The acceptance of a bid by the Park District shall bind the successful Bidder to execute the Contract and perform the Work. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. The rights and obligations of the parties provided for in the Contract shall become effective only with formal execution of the Contract by the Park District.

The Invitation to Bid, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, if any, Specifications, Contractor Bid Form, Addenda, if any, Affidavit Regarding Business Status, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents together with the Standard/Form of Agreement Between Owner and Contractor AIA Document A107-2007 for Project of Limited Scope, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

#### **H. Interpretation of the Contract Documents**

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they



shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he/she must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require the Contractor to perform the Work in accordance with an issued correction and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

#### **I. Addenda**

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all sub-contractor and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

#### **J. Substitutions During Bidding**

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least five (5) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or



equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

## 2. GENERAL CONDITIONS

The General Conditions are included in the Standard Abbreviated Form of Agreement Between Owner and Contractor AIA Document A104-2017, as modified by the Park District and included in these Bid Documents.

## 3. SUPPLEMENTARY CONDITIONS

The General Conditions included in the Standard Abbreviated Form of Agreement Between Owner and Contractor AIA Document A104-2017 for Project of Limited Scope, as modified by the Park District and included in these Bid Documents, are hereby amended to include the following:

### A. Contractor Use of Premises

The Contractor shall limit his use of the premises to the Work indicated so as to allow for Owner occupancy and use by the public. Operations shall be confined at the site to the areas permitted. Portions of the site beyond which Work is indicated are not to be disturbed. Contractor is responsible to take necessary measures to protect the public and keep them from the Work and shall provide, at its own cost and expense, barricades, signage, and other equipment required in furtherance of the Contractor's obligations under this section. Contractor must take necessary measures to control dust and noise.

Existing driveways and entrances serving the premises must remain clear and available at all times and shall not be used for parking. One lane must be open to traffic at all times. All equipment placed on public streets must be marked by using warning cones or suitable warning devices at all times. All automotive type vehicles and other mechanized or motorized equipment must be locked when parked and/or unattended. When parked, vehicle engines are to be turned off and ignition key removed.



#### **B. Project Scheduling and Contact Information**

The Contractor shall supply the **Supt. of Parks and Facilities** with a schedule of Work. The **Supt. of Parks and Facilities** shall also be supplied with one or more emergency telephone numbers and names of persons to contact in the event of an emergency or non-performance. This information will be kept current; the **Supt. of Parks and Facilities** will be contacted immediately with any changes.

#### **C. Completion Date**

Contractor shall complete the Work of this Project by the dates set forth in the Specifications. Failure of the Contractor to complete this Project in accordance with the Specifications shall constitute a breach of the Contract.

#### **D. Invoicing and Payment**

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, and in accordance with the Contract Documents. Request for Payment should be made in accordance with the Contract Documents and should include the following information:

1. Name address and phone number of the Bidder
2. Invoice number
3. Itemized statement of services
4. Any payment discount terms offered
5. Complete W-9
6. Certified Payroll
7. Waivers
8. Any other documents as required by the Contract Documents.

#### **E. Compliance with Applicable Laws**

Contractor shall comply with all Federal, State, County, and local laws, rules, and regulations pertaining to the performance of the Work and the use of the site, including the Illinois Prevailing Wage Act and those pertaining to equal employment. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. The Contractor shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Lisle Park District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if the Park District becomes aware of a violation of any laws on the part of the Contractor.

#### **F. Warranty/Guarantee**

The Contractor warrants to the Lisle Park District that the labor and materials furnished under the Contract will be of good quality and new unless otherwise required or permitted under the Specifications, that the work and materials will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Specifications. Work and materials not conforming to the Specifications, including substitutions not properly approved and authorized, may be considered defective and will be rejected by the Lisle Park



District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

The Contractor must present the Lisle Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to assign any warranties and guarantees to the Lisle Park District. The Contractor guarantees against any faulty materials or workmanship for a period of one (1) year after final payment. Any such defects must be corrected, either through repair or replacement, at the Contractor's expense.

#### **G. Insurance Requirements and Indemnification**

Contractor shall obtain insurance of the types and in the amounts listed below.

##### **1. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, officers, employees and agents shall be included as additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

##### **2. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.



Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

### **3. Business Auto and Umbrella Liability Insurance**

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

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### **4. Workers Compensation Insurance**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

### **5. General Insurance Provisions**

#### **a. Evidence of Insurance**

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.



Failure to maintain the required insurance may result in suspension of the Work or termination of the Contract at Owner's option and in such event Contractor shall be solely liable for all damages and costs resulting therefrom, and shall not be entitled to any compensation from Owner associated therewith.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

**b. Acceptability of Insurers**

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**c. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**d. Deductibles and Self-Insured Retentions**

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

**e. Subcontractors**

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

**6. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is



caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.



#### 4. PROJECT SPECIFICATIONS

The District has one (1) park site with two (2) Basketball courts and its access pathway in need of repair. This site is **Community Park**.

Contractors shall visit each site and be aware of the conditions and work for which they are bidding. If the contractor notes anything not listed in the specifications that, in their best judgment, will need to be performed for satisfactory completion of the work, it is the responsibility of the contractor to point this out to the Superintendent of Parks before the bid is submitted.

##### Community Park

See attached engineering plan sheets for site map and notes related specifically to this project, which is also part of a larger project, but all occurring under one permit.

##### Demolition

1. Remove the entire existing asphalt surface and dispose of material at an appropriate disposal site. The courts have been overlaid once in the past.
2. All existing basketball poles, backboards, and nets are being reused. It will be contractors discretion if it will be easier to pave if the basketball poles are removed. If so, the equipment will need to be reset accordingly in the original locations.
3. Existing lighting and light poles to remain in place as existing.

##### Materials

1. This work includes sub surface preparation, hot mix asphalt (HMA) paving, and the acrylic color system applications for new Basketball courts. Surfacing shall conform to the guidelines of the ASBA, (American Sports Builders Association).
2. MATERIAL HANDLING AND STORAGE - Store materials in accordance with manufactures specifications and MSDS. All surfacing material shall be non-flammable. NO MATERIAL STORED ON SITE during the duration of the project unless fully secured with fencing.
3. GUARANTEE - Provide guarantee against defects in the materials and workmanship for a period of one (1) year from the date of substantial completion unless otherwise stated.
4. Aggregate Base Course (CA-6)- graded and compacted base course.
5. HMA Binder Course (N-50 Binder Course)- Lower course of pavement with maximum aggregate size no more than three-quarters of one inch (3/4").



6. HMA Surface Course (N-30 Surface Course) - fine graded asphalt course with one half inch (1/2") maximum aggregate or smaller, free of reclaimed asphalt shingles (RAS) and with no more than 25% reclaimed asphalt pavement (RAP), applied over reinforcement grid.
7. Patching Mix (Elite Patch Binder)-for use in patching cracks, holes, depressions, "birdbaths" and other surface imperfections. Acrylic Patch Crack Filler (Elite Acrylic Patch Crack Filler)-for use in filling cracks. Acrylic Resurfacer (Elite Acrylic Resurfacer)- Mixed with approved silica sand and applied as a filler coat on new or existing asphalt surfaces and for pre-coating rough areas. Acrylic Color Playing Surface (Elite Color Concentrate) mix with approved silica sand and applied over acrylic resurfacer or textured acrylic color. Textured Line Paint (Elite Textured Line Paint)-for use as line or graphic marking on play surface.

### Installation

1. WEATHER LIMITATIONS - Do not install when raining or rain is imminent. Do not install if surface is wet or damp. Do not apply unless surface and air temperatures are 50°F and rising. Do not apply if surface temperature is more than 140°F.
2. PREPARATION - Locate utilities.
3. ENGINEERING - Proper grade elevation shall be set on proposed court areas. All excavating, filling, compacting, grading, and leveling required shall be performed so that the finish court surface has a slope of no less than 0.83% and 1% on a true plane from side to side or end to end. Net line crowning will not be acceptable.
4. BASE COURSE - Aggregate base course shall be added as needed with a minimum thickness of eight inches (8") to obtain required elevations and compaction. Elevations to be set in base course with a 0.83%-1% pitch end to end or side to side. Proof roll with a fully loaded six-yard dump truck prior to asphalt paving. All soft areas shall be replaced with compacted aggregate base course
5. ASPHALT PAVING - BINDER COURSE - Machine apply and compact HMA Surface course to a compacted thickness of no less than two inches (2") over prepared stone base. HMA shall be free of marks, segregation and be placed to required uniform elevation with a smooth texture not showing tearing, shoving, or gouging. Paving equipment shall be equipped with auger extensions, and be self-propelled. Hand work shall be minimized to ensure the best possible surface. Rolling shall start as soon as the HMA can be compacted without displacement.

Rolling shall continue until the HMA is thoroughly compacted and all roller marks have disappeared. Compact the HMA to a minimum in-place density of 94.0% of the Theoretical Maximum Specific Gravity. Binder course longitudinal joints shall be smooth and true; no deviation from level and true. Smoothness shall meet the requirements of no greater than one eighth inch (1/4") in ten feet (10'). Binder course asphalt must be placed in one day, special care shall be taken to avoid cold seams.



6. SURFACE COURSE - Machine apply and compact HMA Surface course to a compacted thickness of no less than one and two inches (2") over HMA binder course. HMA shall be free of marks, segregation and be placed to required uniform elevation with a smooth texture not showing tearing, shoving, or gouging. Paving equipment shall be equipped with auger extensions, and be self-propelled. Hand work shall be minimized to ensure the best possible finished surface.
7. Rolling shall start as soon as the HMA can be compacted without displacement. Rolling shall continue until the HMA is thoroughly compacted and all roller marks have disappeared. Compact the HMA to a minimum in-place density of 94.0% of the Theoretical Maximum Specific Gravity. Surface course longitudinal joints shall be smooth and true; no deviation from level and true. Smoothness shall meet the requirements of no greater than one eighth inch (1/8") in ten feet (10'). Surface course asphalt must be placed in one day, special care shall be taken to avoid cold seams.
8. COURT DEPRESSIONS "BIRDBATHS" - Testing: Surface shall be flooded with water by rain or manually with clean water. Surface shall be allowed to drain for 45-60 minutes in sunlight at 70°F. Remaining depressions holding enough water to cover a five cent piece (American Nickel) shall be marked. Apply acrylic patch binder mix to depressions and strike off with a straight edge. Before the product begins to dry, feather edges using a trowel, putty knife, or similar method. Repeat testing and acrylic patch binder applications as needed to eliminate or reduce depressions to within tolerance. Sand and pre-coat as needed to assure repairs are not visible following acrylic surface applications. Strictly follow manufactures mixture guidelines and weather limitations.
9. ACRYLIC FILLER COAT(S) (RESURFACER) - Two (2) coats of properly textured acrylic resurfacer shall be applied to entire surface. Special care shall be taken to keep a wet edge and remain consistent. When surface is completely dry, surface shall be inspected for, ridges, bumps, and debris. Any inconsistencies shall be corrected prior to color coat applications. Strictly follow manufactures mixture guidelines and weather limitations.
10. ACRYLIC COLOR PLAYING SURFACE - Complete a thorough inspection, remove any bumps or ridges in resurfacer coats, and clean surface of all loose dirt, leaves, or other debris. If the surface is to receive multiple colors, apply chalk lines to distinguish the court area from the perimeter area. Follow ASBA guidelines for basketball court dimensions. Colors and their placement shall be determined by the owner. Colors and the placement of the colors shall be verified by the owner prior color applications. Textured acrylic color surface shall be applied in two (2) applications with a 50 durometer rubber squeegee. No application should be made until the previous application is thoroughly dry. Strictly follow manufactures guidelines and weather limitations.
11. LINE PAINTING - Lines shall be carefully laid out in accordance with the ASBA guidelines for Basketball courts. Masking tape shall be applied and rolled to result in a two inch (2") wide width unless otherwise stated. Masked lines shall be primed with acrylic line primer to seal the void between the textured surface and masking tape edge. One (1) coat of textured white line paint shall be applied by brush or roller. NO SPRAY APPLICATIONS PERMITTED.
12. PROTECTION - Erect temporary barriers to protect coating during drying and curing.



13. CLEAN UP - Site shall be cleared of all construction debris, all waste shall be disposed of offsite in accordance with local, state and federal regulations. Remove all barriers and locks.



**5. CONTRACTOR BID FORM**

TO: THE PRESIDENT AND BOARD OF PARK COMMISSIONERS OF THE LISLE PARK DISTRICT, LISLE, ILLINOIS.

Bid of: \_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip

THE UNDERSIGNED:

Acknowledges:

Receipt, thorough review and understanding of the Bid Documents and requirements thereof  
Receipt of Addendum

No: \_\_\_\_\_ Date: \_\_\_\_\_

No: \_\_\_\_\_ Date: \_\_\_\_\_

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.
2. To hold the bid open for one hundred and twenty (120) days subsequent to the date of the bid opening.
3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and



(c) Complete the Work within the time requirements as set forth in the Contract Documents.

4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.

5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

6. To furnish a Bid Bond in accordance with the Instructions to Bidders.

7. To furnish a Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders.

8. To commence work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.

9. To give the total base bid amount, the total add alternate and/or subtract alternate amounts (if requested) both in words and in figures. The total bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

Agrees:

Bidder agrees to perform the Work in accordance with the Bid Documents and to the satisfaction of the Lisle Park District for the lump sum bid of (enter amount from Page 21):

\$ \_\_\_\_\_ (dollars)

Authorized Officer:

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Type or print name and title

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public



**2026 Community Park Basketball Court Repair and Maintenance  
Bid Form**

**Community Park**

Complete removal and replacement of two (2) Basketball courts and an access pathway.

The total asphalt area is approximately 18,000 square feet.

Removal and disposal of existing Asphalt surface and pathway. Total: \_\_\_\_\_

Install new Asphalt, including aggregate base and grading. Total: \_\_\_\_\_

Apply 4 coat color coat system. Total: \_\_\_\_\_

Layout, mask, prime, and paint basketball courts. Total: \_\_\_\_\_

Landscape Restoration Total: \_\_\_\_\_

**Grand Total for Community Park: \$ \_\_\_\_\_**



**6. AFFIDAVIT REGARDING BUSINESS STATUS**

I, the undersigned, being duly sworn to state as follows:

\_\_\_\_\_ is a  
Name of Bidder

- Corporation
- Partnership
- Individual Proprietorship

The business address is: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Type or print name and title

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public



## 7. CONTRACTOR COMPLIANCE AND CERTIFICATIONS

THE FOLLOWING ARE CONTRACTOR COMPLIANCE AND CERTIFICATION REQUIREMENTS WHICH MUST BE SIGNED AND SUBMITTED BY ALL PERSONS SUBMITTING A BID FOR THIS WORK. ANY BID SUBMITTED WITHOUT THIS ATTACHMENT PROPERLY SIGNED BY THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE. THE CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT OF THE SUCCESSFUL BIDDER SHALL BE DEEMED REMADE BY THE SUCCESSFUL BIDDER ON THE DATE OF THE CONTRACT AND SHALL BE INCORPORATED IN AND MADE PART OF THE CONTRACT.

THE UNDERSIGNED "CONTRACTOR" HEREBY CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

1. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The Certifications contained herein are true, complete and correct in all respects.
2. Contractor shall abide by and comply with all applicable Federal, State, County and local laws, rules and regulations including but not limited to those relating to: 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; and 3) worker and workplace safety. Contractor has not and shall not discriminate in the hiring, promotion or firing of employees on the basis of race, sex, religion, national origin or ancestry, citizenship status, age, mental or physical handicap or association with a person with a disability or unfavorable discharge from military service.
3. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
4. Contractor agrees that it shall not assign any staff, employee, agent, or subcontractor to this contract that has not been subject to: (1) a criminal background check; and (2) cross-reference with the state of Illinois State Police Sexual Offender Registry and the U.S. Department of Justice National Sex Offender Public database.
5. To the best of the Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or



6. any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
7. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that the Contractor is not the successor company or a new company credited by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately, in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.
8. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement of the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
9. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.



10. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
11. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
12. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor, and, in addition, voids the Contract and allows the Owner, a unit of local government, to recover in a civil action all amounts paid to Contractor.
13. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
14. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Lisle Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  )     SS:  
COUNTY OF DUPAGE )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day and, being duly sworn on oath, acknowledged that



he/she executed the foregoing instrument as his/her free act and deed as the act and deed of the Contractor.

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public



**8. SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Lisle Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

- A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_ Dated: \_\_\_\_\_

- B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_ Dated: \_\_\_\_\_



**9. REFERENCES**

Organization	Work Performed	Contact Person	Phone #



**10. AIA DOCUMENT A104-2017 (Attached)**

**11. PREVAILING WAGE ORDINANCE (Attached)**

**12. PREVAILING WAGE SUPERSEDES NOTICE**

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents.

**13. PARK MAP (Attached) AND ADDRESS**

Community Park  
1825 Short St.  
Lisle, IL 60532

**14. ATTACHED PLAN SET**

Only the sections of the plan relating to the asphalt courts are relevant to this portion of the project.

# AIA<sup>®</sup> Document A104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

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

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

Lisle Park District  
1925 Ohio Street  
Lisle, IL 60532  
Tel: 630-964-3410  
Fax: 630-964-7448

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

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

This Project includes \_\_\_\_\_, and all other incidental and collateral work necessary to complete the Project in accordance with the Contract Documents.

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

The Owner and Contractor 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.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
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- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
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- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES
- 22 OTHER CONDITIONS OR PROVISIONS
- 23 COMPLIANCE WITH LAWS

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

Init.

**ARTICLE 1 THE WORK OF THIS CONTRACT**

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

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

*(Check one of the following boxes.)*

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

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

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

**§ 2.3 Substantial Completion**

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

*(Check the appropriate box and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date:

§ 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 Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

**§ 2.4 Final Completion**

§ 2.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date:

§ 2.4.2 If the Contractor fails to achieve Final Completion as provided in this Section 2.4, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

Init.

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

*(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)*

§ 3.2 The Stipulated Sum shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 3.2.2 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:

*(Identify each allowance.)*

Item	Price
------	-------

§ 3.5 Liquidated damages, if any:

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

*(Paragraphs deleted)* Time is of the essence to this Contract. Should a Contractor fail to complete the Work on or before the Final Completion Date as stipulated in the Contract or within such extended time as may have been allowed by Owner, the Contractor shall be liable and shall pay to the Owner the sum of \$500.00 per calendar day, not as a penalty but as liquidated damages for each day of overrun in the Contract Time or such extended time as may have been allowed by Owner. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damages amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damages amount specified will accrue and be assessed until Final Completion of the

*(Table deleted)*

*(Paragraphs deleted)*

total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

**ARTICLE 4 PAYMENT**

**§ 4.1 Progress Payments**

**§ 4.1.1** Based upon Applications for Payment, properly completed and accompanied by all supporting documentation and other submittals required by the Contract Documents, submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, and agreed to by the Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

**§ 4.1.3** Provided that an Application for Payment, which is in proper form and accompanied by the required supporting documents and submittals, in form and substance required by the Contract Documents, is received by the Architect not later than the tenth (10<sup>th</sup>) day of a month, certified by the Architect and not subsequently nullified by the Architect, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth (15<sup>th</sup>) day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

**§ 4.1.4** For each progress payment made prior to Final Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

Ten percent (10%) of the Contract Sum.

**§ 4.1.5** Payments due and unpaid under the Contract, and any late payment penalties associated with same, shall be paid in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 5051/1 *et seq.*

*(Paragraph deleted)*

**§ 4.2 Final Payment**

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

1. the Contractor has achieved Final Completion of the Work, including except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
3. a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

**§ 4.2.2** Subject to § 4.2.1, Owner's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment and approval by Owner.

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

The method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

Init.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as modified by Owner.

§ 6.1.2  
*(Paragraphs deleted)*  
**Intentionally Omitted.**

§ 6.1.3 The Supplementary and other Conditions of the Contract are those included in the Project Manual dated \_\_\_\_\_.

*(Table deleted)*

*(Paragraphs deleted)* § 6.1.4 The Specifications are those included in the Project Manual dated \_\_\_\_\_.

*(Table deleted)*

§ 6.1.5 The Drawings are those included in the Project Manual dated \_\_\_\_\_.

§ 6.1.6 The Addenda, if any: N/A

*(Paragraphs deleted)*

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

1. Other Exhibits:

*(Check all boxes that apply.)*

Exhibit A, Determination of the Cost of the Work.

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

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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2. Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents.)*

- a. Project Manual for the Lisle Park District's 2019 Tennis and Basketball Court Repairs Project dated \_\_\_\_\_, incorporated herein by reference.
- b. Contractor's Proposal, dated \_\_\_\_\_, attached hereto as Exhibit A and incorporated herein by reference.
- c. Contractor's Compliance and Certification attached hereto as Exhibit B and incorporated herein by reference.
- d. Performance Bond and Labor and Material Payment Bond attached hereto as Exhibit C and incorporated herein by reference.

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The 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 to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### § 7.2 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 between any persons or entities other than the Owner and the Contractor.

### § 7.3 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.

### § 7.4 Instruments of Service

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

### § 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, if applicable, 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 this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

**§ 7.5.3** The Owner is the owner of the Contract Documents. The Contractor may retain one record set for use with this Project only. All copies of the Contract Documents except Contractor's record set shall be returned or suitably accounted for to the Owner on request upon completion of the Work.

**§ 7.6 Digital Data Use and Transmission**

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

**§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, if completed, 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.

**§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, 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 in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

**§ 7.9.2** Notice of Claims 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 8 OWNER**

**§ 8.1 Information and Services Required of the Owner**

**§ 8.1.1 Intentionally Omitted.**

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** Subject to the Contactor's duties and obligations under the Contract Documents and § 9.1.1 of this Agreement, 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.

**§ 8.1.4** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, material, or equipment so as to be able to complete the Work with the Contract Time, or fails to pay subcontractors or material suppliers timely, or to remove or discharge within ten (10) days any lien filed upon the Owner's property or funds by anyone claiming by, through, or under the Contractor, or disregards the instructions of the Architect or Owner when based on the requirements of the Contract Documents, or otherwise fails to carry out the 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 is 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.

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a duty under or comply with a provision of the Contract Documents or fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven (7)-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Section 8.2 of this Agreement, the Owner may, without prejudice to any other remedies the Owner may have, correct such deficiencies, default, or neglect and may deduct the actual cost thereof, including the Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor. Architect may, pursuant to Section 15.4.3, 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 the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 By its execution of the Contract, the Contractor acknowledges, agrees, represents, and warrants that: (a) the Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial and Final Completion established in the Contract; (b) the omission from the Contract Documents of minor details which ordinarily form a part of first class work and are necessary to the completion of the Work as indicated, shall not be cause for any extra cost but shall be included as if specifically mentioned or detailed; (c) the Contractor has visited and examined the Project site and surrounding areas, examined all physical, legal and other conditions affecting the Work and correlated its personal observations with the requirements of the Contract Documents, and understands, is familiar with, and satisfied itself as to the same, including, without limitation: (i) the nature, location, and character of the Project and the site, including, without limitation surface conditions of the site and subsurface conditions observable or ascertainable upon the exercise of reasonable diligence including all structures and obstructions thereon and thereunder, both natural and manmade and all surface and subsurface water conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its generally prevailing climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; (iii) the availability, quality, quantity and cost of all labor, materials, supplies, tools, equipment and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents.

By its execution of the Contract, the Contractor acknowledges, agrees, represents and warrants that it has carefully examined the Drawings, Specifications and other Contract Documents and having visited the Project site it has no actual knowledge of any discrepancies, omissions, ambiguities, or conflicts in or between the Contract Documents except those, if any, which have been clarified by Architect by Addenda to the Contractor's satisfaction, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will immediately notify Owner and Architect of such fact, and will not proceed until it shall have received the written interpretation of Owner or Architect. If any such differences or conflicts which were ascertainable by careful review

of the documents were not called to the Owner's and Architect's attention prior to submission by the Contractor of its bid proposal, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent or highest quality of the requirements and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision.

**§ 9.1.2** 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 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

## **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention under the full-time supervision of an approved site superintendent or foreman capable of communicating clearly with the Architect and Owner in English. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** 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.

**§ 9.2.3** The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

## **§ 9.3 Labor and Materials**

**§ 9.3.1** 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.

**§ 9.3.2** 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 skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect and approval by the Owner and in accordance with a Modification.

**§ 9.3.4** The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also

use its reasonable best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. The Contractor shall comply with all requirements of OSHA and shall indemnify and hold harmless the Owner against and from any claims, losses, damages or expenses it may incur as a result of the failure of the Contractor or any of its Subcontractors to comply with OSHA requirements.

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

§ 9.3.6 The Contractor shall carefully inspect all materials delivered on and to the Project site and reject defective materials without waiting for the Architect or Owner to observe the materials.

§ 9.3.7 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' or suppliers' instructions.

§ 9.3.8 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project Site and Contractor shall be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of any difference between actual dimensions and the measurements shown by the Project Drawings.

§ 9.3.9 If any person employed by the Contractor on the Work shall appear to the Owner to be incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

#### § 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from faults and defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work by persons other than Contractor or subcontractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner. Inability, failure or refusal of the subcontractor or supplier responsible for the defective materials, equipment or Work to correct the same shall not excuse the Contractor from performing under the warranty. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials being furnished.

All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Owner upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, or in any Certificate of Substantial or Partial Completion approved by the Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of Final Completion of the entire Work unless otherwise provided in any Certificate of Partial or Substantial Completion approved by the Owner and the Contractor or Subcontractor, as applicable, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12)-month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford Owner the opportunity to obtain a waiver or reduction of any fees or costs associated therewith.

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

#### **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Because the Owner is an Illinois unit of local government, the Illinois sales tax is not applicable to materials, equipment and supplies incorporated in the Work or wholly consumed in the performance of the Work. The Owner will provide its sales tax exemption number for use by Contractor in purchasing such materials, equipment and supplies for this Project.

#### **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as 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.

**§ 9.6.2** The Contractor shall comply with and give notices and permit inspections required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work or having jurisdiction over the Work. The Contractor shall promptly notify the Architect and Owner if any of the Contract Documents appear to be a variance therewith. 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, or had it carried out its obligations under the Contract Documents generally, and under Section 9.1.1 of this Agreement in particular, should reasonably have known 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.

#### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

#### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** 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 not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

#### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** 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 or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

**§ 9.10 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, the Contract Documents, and as otherwise directed by Owner, and shall not unreasonably encumber the site with materials or equipment.

**§ 9.10.1 Parking & Traffic.**

Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.

Construction traffic and staging shall be permitted only within construction limits as indicated on plan. The contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on existing asphalt without Owner's prior written consent. The cost to repair any damage to existing asphalt will be backcharged to the Contractor.

**§ 9.10.2 Fencing.**

The Contractor will be responsible for erecting and maintaining construction fencing around the limits of the Project site at all times of construction. Failure to erect or maintain this fencing will result in the correction of the problem by the Park District at the expense of the Contractor. The Contractor's expense will be back charged to the contract, and may include, but are not limited to, the cost of any materials and staff time. This fence must be installed and fully erected before construction operations beginning and tied-up at the end of each working day.

**§ 9.10.3 Water Removal.**

If, during construction, standing water caused by heavy rains or poor drainage becomes a hazard in the proper execution of the Contract, it shall be the responsibility of the Contractor to provide and make payment for removal of said water to existing drainage swales, storm sewers or other natural or man-made drainage ways.

**§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 9.12 Cleaning Up**

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, and properly and lawfully dispose of as applicable, waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. The Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract. The Contractor shall strictly comply with all laws and regulations pertaining to same be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

### § 9.13 Access to Work

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

### § 9.14 Royalties, Patents and Copyrights

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

### § 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor waives any right of contribution against, and shall indemnify and hold harmless the Owner and its elected and appointed officials, officers, employees, agents, and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, paralegals' fees and court costs, arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, , including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any other party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

"Claims," "damages," "losses," and "expenses" as those words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants, or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of equipment or other mechanical or structural contrivance erected or construed by any person, or any or all other kinds of equipment whether or not the same is owned, furnished, or loaned by the Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) all costs and expenses incurred by the indemnified party; and (4) errors and omissions or defect in any submission made to Architect or its approval or review.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 ARCHITECT

§ 10.1 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, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work

observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 10.5 Based on the Architect's evaluations of the quality and progress of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

#### **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the name, trade, and subcontract amount of each Subcontractor and supplier proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten (10) days after receipt of the Contractor's written list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 11.4 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract and that the Owner shall have the right to enforce the Subcontractor's obligations

thereunder after the occurrence of a default under the Contract by the contractor. 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 these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar written 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 which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their representatives proposed Sub-subcontractors.

§ 11.5 All subcontracts shall conform to the requirements of the Contract Documents and the Contractor hereby irrevocably assigns to the Owner and Owner's permitted assigns all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into the contractor for performance of any part of the Work, which assignment will be effective in the event of the Contractor's failure to perform the Work in accordance with the Contract Documents and upon acceptance by the Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in said writing. It is agreed and understood that the Owner may accept said assignment at any time during the course of construction prior to Final Completion. The Contractor shall promptly submit to the Owner a true and complete copy of each subcontract upon execution of same. Each subcontract shall contain a contingent assignment of the subcontract to the Owner, consistent with this Subparagraph. Upon acceptance by the Owner of a subcontract: (1) the Contractor shall promptly furnish to the Owner true and complete copies of the designated subcontract agreements and purchase orders, both as may have been amended by approved change order together with copies of any and all such amendments, and (2) the Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which the Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by the Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to the Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and the Contractor. It is further agreed that no subcontract agreement or purchase order shall contain any restriction that would prohibit assignment under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with the Contractor and may not be withdrawn prior to Final Completion.

#### ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 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.

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, and the Contractor could not have discovered same in the exercise of reasonable diligence as required under subsection 9.1.1 of this Agreement, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Agreement on any Change Order shall constitute a final settlement, and accord and satisfaction between the Owner and Contractor, of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, Contract Time and Construction Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 13.6 No change in the Work, whether by way of alteration or addition to the Work, shall be the bases of an addition to the Contract Sum or change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the Contract Time.

#### ARTICLE 14 TIME

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

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

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

§ 14.4 The dates of Substantial Completion and Final Completion are the dates certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines and the Owner agrees, justify delay, then, as Contractor's sole remedy, the Contract Time shall be extended for such reasonable time as the Architect may determine.

Notwithstanding the foregoing, delays of the Contractor to carry out its obligations under or in accordance with the provisions of the Contract, shall not extend the Contract Time.

§ 14.6 The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will insure the completion of the Work in accordance with the Contract Documents by the date established in the Contract. It is expressly understood and agreed by and between Contractor and Owner that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within fourteen (14) days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

1. the documents enumerated in Article 6, including all Modifications thereto;
2. a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
3. a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
4. a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
5. a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

**§ 15.3 Applications for Payment**

§ 15.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. 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.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor 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 cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Unless approved in advance by the Owner in writing payment shall be made only account of materials and equipment incorporated in the Work. If approved in advance by the Owner, payments shall be made on account of materials and equipment delivered and suitably stored and protected from damage and loss 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 delivered and suitably stored, and protected from damage and loss off the site at a location agreed upon in writing. The Owner may condition such approvals on such terms as the Owner in its discretion deems necessary for its protection.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

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

§ 15.3.6 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor Partial Waiver, and by the Partial lien Waivers of Subcontractor and Suppliers who were included in the immediately preceding payment application to the extent of that payment. Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language, as applicable, indicating either that: (i) all material was taken from fully paid stock and delivered to the job site in contractor's or subcontractors' own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or (ii) materials were provided by the following suppliers from whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

#### § 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, but not to the Contractor, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and 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. The issuance of a Certificate for Payment will further constitute a representation to the Owner but not to the Contractor that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and 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.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

§ 15.4.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest will be paid on amounts withheld.

#### § 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) 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. This provision is not to be construed as a "conditional payment" or "pay when paid" clause. In the event that payment to the Contractor is delayed without fault of the Subcontractor, payment to the Subcontractor shall be made within a

reasonable time after work is properly performed by a subcontractor irrespective of any delay in payment to the Contractor.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

**§ 15.5.3** 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.

**§ 15.5.4** 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.

**§15.5.5** Anything to the contrary contained or implied herein notwithstanding, no progress payment need be made by Owner until such time as Contractor, Subcontractors or any other persons performing the Work or furnishing materials or equipment for the Project furnishes such documents as Owner may reasonably require (including without limitation sworn notarized contractor's statement, affidavits and waivers of lien).

#### **§ 15.6 Substantial Completion**

**§ 15.6.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and has been accepted by Owner to receive all required occupancy permits.

"Punch List Items" mean and shall be limited to uncompleted items of Work (a) that do not interfere with the use and occupancy of any area of the Site for its intended purpose and (b) that, as a group, are capable of being completed by the Contractor within thirty (30) days of issuance of any Punch List. The "Punch List" is the list containing the Punch List Items.

**§ 15.6.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 15.6.3** Upon receipt of the Contractor's list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses an item, whether or not included in the Contractor's list, which is not in accordance with the Contract Documents and is necessary for Owner's occupancy or utilization of the Work, the Contractor shall before issuance of a Certificate of Substantial Completion, complete such items upon notification from the Architect and Owner. The cost of this and any additional inspections required to establish Substantial Completion due to the failure of the Contractor to properly complete all items of the Work necessary for the Owner's use or occupancy of the Work shall be charged to the Contractor. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion to the Owner for review and concurrence by the Owner which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof, with the exception of the items of Work contained in the Punch List accompanying the Certificate of Substantial Completion. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall commence upon Contractor's completion and Owner's approval of the Punch List items.

**§ 15.6.4** 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.

**§ 15.7 Final Completion and Final Payment**

**§ 15.7.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and the Architect has advised the Owner of that finding and Owner has not advised Architect of any objection to such finding, the Architect will promptly issue a final Certificate for Payment to the Owner but not the Contractor stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Owner's failure to object to, and the Owner's acceptance of, the Architect's findings and/or certifications hereunder shall not constitute Owner's acceptance of Work not complying with the Contract Documents, or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

**§ 15.7.2** Final payment shall not become due until the Contractor has fully performed the contract, including but not limited to delivery of all manufacturer's and supplier's warranties, operating manuals, as-build drawings, and consent of the surety to final payment, pursuant to the Contract Documents, and has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

**§ 15.7.3** The making of final payment shall constitute a waiver of claims by the Owner except those arising from

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

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

**§ 15.7.4** Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.

**ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY**

**§ 16.1 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. 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.

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3. 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 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 9.15.

#### **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of 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. 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 in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** 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 16.2.1 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.

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

### **ARTICLE 17 INSURANCE AND BONDS**

#### **§ 17.1 Contractor's Insurance**

**§ 17.1.1** 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 this Section 17.1 and in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor shall procure insurance from insurance companies that have obtained A.M. Best ratings of no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable. Failure to maintain the required insurance may result in termination of the Contract at the Owner's option. Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) each occurrence for at least three (3) years following Substantial Completion of the Work.

**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate,

and Two Million Dollars (\$2,000,000.00) 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 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 Contractor's indemnity obligations under Section 9.15.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form or a substitute form providing equivalent coverage, and shall cover liability arising from premise-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**For Contractor's Continuing Completed Operations Liability Insurance:**

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two (2) times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor, hired, and non-owned vehicles used by the Contractor, with policy limits of not less than Two Million Dollars (\$2,000,000.00) 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. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**§ 17.1.4** The Contractor 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 those required under Sections 17.1.2 and 17.1.3, 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.

**§ 17.1.5 Workers' Compensation**

Contractor shall maintain workers' compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than One Million Dollars (\$1,000,000.00)

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each accident for bodily injury by accident or One Million Dollars (\$1,000,000.00) each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work

§ 17.1.6 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.

§ 17.1.7 Intentionally Omitted.

§ 17.1.8 Intentionally Omitted.

§ 17.1.9 Intentionally Omitted.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) within ten (10) days upon the Owner's written request. An additional certificate evidencing continuation of 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 period required by Section 17.1.1 or upon Owner's written request for same. The certificates will show the Owner, and its elected and appointed officials, officers, employees, agents, and volunteers as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor'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. 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, or a substitute providing equivalent coverage, and under the commercial umbrella, if any. If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

§ 17.1.13 All certificates shall provide for thirty (30) days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Upon receipt of notice from the Contractor, the Owner shall have the right to either stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor or terminate the Contract, at the Owner's option. In the event Owner does not terminate, the furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

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

*(Table deleted)*

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

**§ 17.2 Owner's Insurance**

**§ 17.2.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Article 15.7 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 17.2.1 to be covered, whichever is earlier. This insurance shall include the respective interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

**§ 17.2.2** Property insurance shall be on a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition, and shall cover reasonable compensation for the Architect's, any of the Owner's Consultant's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

*(Paragraphs deleted)*

**§ 17.2.3 Other Insurance Provided by the Owner**

The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

**§ 17.2.4** If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

**§ 17.2.5** Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit and paid for by Owner.

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

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

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

*(Table deleted)*

§ 17.2.9 Notwithstanding any provision contained in Article 17, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

**§ 17.3 Performance Bond and Payment Bond**

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

§ 17.3.3 If required by the Owner, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, including the payment of prevailing wages in accordance with Article 23 of this Agreement, and the Labor and Material Payment Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for required payments to all persons performing labor and furnishing materials in connection with the Work. Such bonds shall be on AIA Document A-312 (2010 Edition), issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as primary co-obligee. Such bonds shall be from an Illinois Admitted Bonding Company acceptable to the Owner and having a minimum policy holder rating of "B+" in the latest edition of Best's Insurance Guide in effect as of the date of the Contract. Bonds shall remain in full force and effect for at least one year following the date of Final Completion of the Work or for the entire duration of the longest warranty period provided for the Work, whichever is longer. The cost of the bonds is to be included in the Contract Sum stated by the Contractor in its Bid Proposal.

§ 17.3.4 The Contractor shall (i) furnish with all bonds a certified copy of the power of attorney from the Surety Company stating that the person executing said bond is duly authorized by the Surety Company to execute said bond; (ii) furnish a certified copy of the certificate from said Surety Company's state showing said Surety Company licensed and authorized to transact business and execute said bond in Illinois; and (iii) if requested by Owner, furnish a copy of current financial statements of said Surety Company.

**ARTICLE 18 CORRECTION OF WORK**

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Final Completion the Contractor, a Subcontractor, or anyone for who either of them is responsible, uses or damages any portion of the Work, including but not limited to mechanical, electrical, plumbing or other building system, machinery, equipment or other mechanical device, the Contractor shall cause such item to be replaced or if permitted by the Owner restored to "like new" condition, at no expense to the Owner.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of 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. The obligation under this Section 18.2 shall survive acceptance of the Work under the Contract and termination of the Contract. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or

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such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a Subcontractor contrary to the Architect's or Owner's request or to the request of a governmental officer, or to the requirements of the Contract Documents or Governmental Requirements, and was therefore not visible for inspection by the Architect, Owner or governmental officer, as applicable, at the time of inspection. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 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.

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

#### ARTICLE 19 MISCELLANEOUS PROVISIONS

##### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

##### § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

##### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear the costs of: (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded; and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor, unless such tests, inspection or approvals were necessitated by the Contractor's failure to perform the Work in accordance with the Contract Documents in which event the Contractor shall bear the costs. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

##### § 19.4 The Owner's representative:

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

Aaron Cerutti  
Superintendent of Parks and Facilities  
Lisle Park District  
1925 Ohio Street  
Lisle, IL 60532

Tel: 630-353-4381  
Fax: 630-964-7448

**§ 19.5** The Contractor's representative:  
(Name, address, email address and other information)

**§ 19.6** Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 Termination by the Contractor**

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of thirty (30) days through no fault of the Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of thirty (30) days through no fault of the Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, and such failure continues for a period of ninety (90) days after notice from the Contractor, the Contractor may, as its sole remedy, upon seven additional days' notice to the Owner and the Architect, unless this reason is cured prior to the expiration of the notice period, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) provided said Work was authorized in advance by Owner. The Owner shall have the right to cure any defect or default prior to the date of termination stated in any written notice from Contractor as provided herein, in which event Contractor shall continue with the Work. If the Contractor terminates the Work and receives payment in connection with his equipment, tools or materials such items shall be left and remain on the Site if the Owner so elects. Owner shall not be responsible for damages for loss of anticipated profits on Work not performed.

### **§ 20.2 Termination by the Owner for Cause**

#### **§ 20.2.1** The Owner may terminate the Contract if the Contractor

*(Paragraphs deleted)*

shall institute proceedings or consent to proceeding requesting relief or arrangement under the Federal Bankruptcy Act or any applicable Federal or State Law, or if a petition under any federal or state insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of the filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee, or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if the Contractor submits an application for payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if the Contractor fails to make prompt payment to Subcontractors for materials or labor

*(Paragraphs deleted)*

or otherwise breaches obligations under any subcontract with a Subcontractor; or if a lien or a notices of lien is filed against any part of the Project or Project funds or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the Project premises; or if the Contractor otherwise violates any material provision of the Contract Documents, then, without prejudice to any right or remedy available Owner may, after giving the Contractor seven (7) days' written notice, terminate the Contractor, and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of Subcontracts and may complete the Work by whatever reasonable method the Owner may deem expedient. If requested by the Owner, the Contractor shall remove any part or all of this equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in such event at the Contractor's expense. Upon request of the Contractor, the Owner shall furnish to the Contractor a reasonably detailed accounting of the costs incurred by the Owner in completing the Work.

#### **§ 20.2.2** Intentionally Omitted.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.2.5 The Owner's right to terminate the contract pursuant to Section 20.3 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract as provided elsewhere in this Agreement.

### § 20.3 Termination by the Owner for Convenience

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

*(Paragraphs deleted)*

Termination by the Owner under this Section 20.3 shall be by a written notice of termination specifying the extent of termination and the effective date.

§ 20.3.1 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties:

1. cease operation as specified in the notice;
2. place no further orders and enter into no further Subcontracts for materials, labor, services, equipment, or facilities except as necessary to complete continued portions of the Contract;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed to complete the performance of Work not terminated; and
5. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated work.

§ 20.3.2 In the event of termination by Owner for convenience, the sum payable to the Contractor for the Work shall be prorated based upon the amount of properly performed Work completed. Owner shall receive proper credit for sums already paid. Upon any such termination, all obligations of Owner (other than payment of sums due Contractor for services properly performed but not previously paid prior to the date of termination) shall cease as of the effective date of termination.

§ 20.3.3 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, and (2) claims which the Owner has against the Contractor under the Contract.

### § 20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 20.4.1 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.

§ 20.4.2 If suspension, delay or interruption ordered by the Owner constitutes in the aggregate more than twenty percent (20%) of the total number of days scheduled for completion, an adjustment shall be made for increases in the cost of the performance of this Contract, excluding profit caused by such suspension, delay or interruption. No adjustment shall be made to the extent:

1. That the performance is, was, or would have been so suspended, delayed or interrupted by another cause, including without limitation the fault or negligence of the Contractor or any Subcontractor; or
2. That an equitable adjustment is made or denied under another provision of this Contract.

§ 20.4.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Intentionally Omitted.

### § 21.2 Notice of Claims

§ 21.2.1 Intentionally Omitted.

§ 21.2.2 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 18.2, shall be initiated by notice to the other party.

### § 21.3 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 in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 Intentionally Omitted.

§ 21.6 Intentionally Omitted.

§ 21.7 Intentionally Omitted.

§ 21.8 Intentionally Omitted.

§ 21.9 Intentionally Omitted.

### § 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

### § 21.11 Waiver of Claims for Consequential Damages

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract. This mutual waiver  
*(Paragraphs deleted)*  
includes, but is not limited to, 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 arising from the Work.

This waiver is applicable, without limitation, to all consequential damages due to Owner's termination in accordance with Article 20.

In any suit or action arising under this Contract the Owner shall be entitled to an award of reasonable attorney's fees and costs of litigation.

## ARTICLE 22 OTHER CONDITIONS OR PROVISIONS,

§ 22.1 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities, and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 22.2 The Contractor shall limit material and equipment storage to the immediate area of Work and such other areas as Owner may designate. The Contractor shall promptly remove and properly dispose off-site all construction material, trash, garbage and other debris.

§ 22.3 The Contractor shall notify Architect and Owner in advance (to the extent practicable notice shall be made at least forty-eight (48) hours in advance) of any and all deliveries of major materials to the Project Site and shall give notice of receipt of materials and equipment that Architect or Owner has indicated or customarily would want to inspect prior to commencement of the Work. Prior to resumption of the Work in the event of a temporary suspension lasting longer than seventy-two (72) hours, and at such other time intervals during the process of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.

§ 22.4 The following definitions are added to the Contract:

"Final completion" means the date the Contract has been fully performed, all the Work has been completed in accordance with the Contract Documents and the Owner has approved Final Payment to the Contractor.

"Indicated" and "shown" mean as described, detailed, discussed, scheduled, referenced, or called for in, or reasonably inferable from the Contract Documents in order to produce a first-class Work product.

"Provide" or derivatives thereof means the Contractor shall properly fabricate, supply, furnish or procure all labor, materials, equipment, apparatus, and accessory appurtenances necessary to transport, deliver, install, erect and construct the specified item, complete, in place and ready for operation and use, including any final connections, in strict accordance with the Drawings, Specifications and other Contract Documents. The words "Contractor shall" are implied and shall be so understood whenever the direction or term "provide" is used.

"Unit Price" is an amount stated in the Contractor's bid proposal or in the Contract Documents as a price per unit of measurement for materials, equipment or services for a portion of the Work as described in the Bidding Documents or the Contract Documents. A Unit Price includes all costs associated with the performance of the portion of the Work for which the Unit Price is provided, including but not limited to labor, materials, equipment, loading, transportation, handling, unloading, overhead and profit.

§ 22.5 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

- (i) Modifications;
- (ii) This Agreement, except that the Special and Supplementary Conditions, if any, shall take precedence over the General Conditions of the Contract;
- (iii) Construction drawings.

#### ARTICLE 23 COMPLIANCE WITH LAWS/PREVAILING RATES OF WAGES

§ 23.1 The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

§ 23.2 The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment as follows:

§ 23.3 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"). Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and

such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or preference, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the essential functions of the job, association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential function of the job, or association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 23.4 The Contractor is encouraged to utilize qualified minority businesses as subcontractors for supplies, services and construction.

§ 23.5 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and the Park District's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers,

workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than five (5) years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the fifteenth (15th) day of each calendar month, in person, by mail, or electronically a certified payroll to the Park District with each monthly pay request in the form required by the Illinois Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5. The Park District may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (1) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven (7) business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Owner, and its officers and agents.

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

LISLE PARK DISTRICT

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

## **Additions and Deletions Report for AIA® Document A104™ – 2017**

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.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:42:47 ET on 06/14/2019.

### **PAGE 1**

**AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_ in the year \_\_\_\_\_

...

Lisle Park District  
1925 Ohio Street  
Lisle, IL 60532  
Tel: 630-964-3410  
Fax: 630-964-7448

...

This Project includes \_\_\_\_\_, and all other incidental and collateral work necessary to complete the Project in accordance with the Contract Documents.

### **PAGE 2**

**22** OTHER CONDITIONS OR PROVISIONS

**23** COMPLIANCE WITH LAWS

**EXHIBIT A** DETERMINATION OF THE COST OF THE WORK

PAGE 3

A date set forth in a notice to proceed issued by the Owner.

...

By the following date:

...

**§ 2.4 Final Completion**

**§ 2.4.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

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

By the following date:

**§ 2.4.2** If the Contractor fails to achieve Final Completion as provided in this Section 2.4, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

PAGE 4

Stipulated Sum, in accordance with Section 3.2 below

...

**§ 3.2** The Stipulated Sum shall be (\$—), \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

...

~~§ 3.3 Cost of the Work Plus Contractor's Fee~~ **§ 3.5** Liquidated damages, if any:

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

~~§ 3.3.1~~ The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

~~§ 3.3.2~~ The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

~~§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price~~

~~§ 3.4.1~~ The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

~~§ 3.4.2~~ The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

~~§ 3.4.3~~ **Guaranteed Maximum Price**

~~§ 3.4.3.1~~ The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ \_\_\_\_\_), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum

sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 3.4.3.3** Unit Prices, if any:  
*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

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

Time is of the essence to this Contract. Should a Contractor fail to complete the Work on or before the Final Completion Date as stipulated in the Contract or within such extended time as may have been allowed by Owner, the Contractor shall be liable and shall pay to the Owner the sum of \$500.00 per calendar day, not as a penalty but as liquidated damages for each day of overrun in the Contract Time or such extended time as may have been allowed by Owner. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damages amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damages amount specified will accrue and be assessed until Final Completion of the

Item	Price
------	-------

**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

**§ 3.4.3.6** 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 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.

**§ 3.4.3.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

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

total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

PAGE 5

§ 4.1.1 Based upon Applications for ~~Payment~~ Payment, properly completed and accompanied by all supporting documentation and other submittals required by the Contract Documents, submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, and agreed to by the Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 4.1.3 Provided that an Application for ~~Payment~~ Payment, which is in proper form and accompanied by the required supporting documents and submittals, in form and substance required by the Contract Documents, is received by the Architect not later than the tenth (10<sup>th</sup>) day of a month, certified by the Architect and not subsequently nullified by the Architect, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth (15<sup>th</sup>) day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ~~(---)forty-five (45)~~ days after the Architect receives the Application for Payment.

...

§ 4.1.4 For each progress payment made prior to ~~Substantial-Final~~ Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

...

Ten percent (10%) of the Contract Sum.

§ 4.1.5 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.)~~ Contract, and any late payment penalties associated with same, shall be paid in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 5051/1 et seq.

%

...

- ~~1~~ 1 ~~the Contractor has fully performed the Contract~~ 1. the Contractor has achieved Final Completion of the Work, including except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- ~~2~~ 2. the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- ~~3~~ 3. a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 ~~The Subject to § 4.2.1, Owner's final payment to the Contractor shall be made no later than 30-thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:~~

Payment and approval by Owner.

...

~~For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the~~ The method of binding dispute resolution shall be as follows:

...

Litigation in a court of competent jurisdiction  
PAGE 6

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

...

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and ~~Contractor~~ Contractor, as modified by Owner.

§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

**Intentionally Omitted.**

§ 6.1.3 The Supplementary and other Conditions of the ~~Contract~~ Contract are those included in the Project Manual dated \_\_\_\_\_.

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

§ 6.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

§ 6.1.4 The Specifications are those included in the Project Manual dated \_\_\_\_\_.

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

§ 6.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.) Drawings are those included in the Project Manual dated \_\_\_\_\_.

§ 6.1.6 The Addenda, if any: N/A

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

§ 6.1.6 The Addenda, if any:

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

...

4—1. Other Exhibits:

...

~~2~~ **2.** Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents.)*

- a. Project Manual for the Lisle Park District's 2019 Tennis and Basketball Court Repairs Project dated \_\_\_\_\_, incorporated herein by reference.
- b. Contractor's Proposal, dated \_\_\_\_\_, attached hereto as Exhibit A and incorporated herein by reference.
- c. Contractor's Compliance and Certification attached hereto as Exhibit B and incorporated herein by reference.
- d. Performance Bond and Labor and Material Payment Bond attached hereto as Exhibit C and incorporated herein by reference.

PAGE 7

~~§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~

~~§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, if applicable, 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 this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.~~

~~§ 7.5.3 The Owner is the owner of the Contract Documents. The Contractor may retain one record set for use with this Project only. All copies of the Contract Documents except Contractor's record set shall be returned or suitably accounted for to the Owner on request upon completion of the Work.~~

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

...

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, if completed, 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.

...

**§ 7.10 Relationship of the Parties**

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration 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 and approve, in a timely manner, information~~

required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

...

~~§ 8.1.1 Prior to commencement of the Work, at the 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 8.1.1, the Contract Time shall be extended appropriately.~~**Intentionally Omitted.**

...

~~§ 8.1.3 The Subject to the Contractor's duties and obligations under the Contract Documents and § 9.1.1 of this Agreement, 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.~~

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If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or ~~repeatedly fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, material, or equipment so as to be able to complete the Work with the Contract Time, or fails to pay subcontractors or material suppliers timely, or to remove or discharge within ten (10) days any lien filed upon the Owner's property or funds by anyone claiming by, through, or under the Contractor, or disregards the instructions of the Architect or Owner when based on the requirements of the Contract Documents, or otherwise fails to carry out the 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 is 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.~~

...

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 or fails to perform a duty under or comply with a provision of the Contract Documents or fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven (7)-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Section 8.2 of this Agreement, the Owner may, without prejudice to any 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 deficiencies, default, or neglect and may deduct the actual cost thereof, including the Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.~~ Architect may, pursuant to Section 15.4.3, 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 the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

...

~~§ 9.1.1 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. By its execution of the Contract, the Contractor acknowledges, agrees, represents, and warrants that: (a) the Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder.~~

including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial and Final Completion established in the Contract; (b) the omission from the Contract Documents of minor details which ordinarily form a part of first class work and are necessary to the completion of the Work as indicated, shall not be cause for any extra cost but shall be included as if specifically mentioned or detailed; (c) the Contractor has visited and examined the Project site and surrounding areas, examined all physical, legal and other conditions affecting the Work and correlated its personal observations with the requirements of the Contract Documents, and understands, is familiar with, and satisfied itself as to the same, including, without limitation: (i) the nature, location, and character of the Project and the site, including, without limitation surface conditions of the site and subsurface conditions observable or ascertainable upon the exercise of reasonable diligence including all structures and obstructions thereon and thereunder, both natural and manmade and all surface and subsurface water conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its generally prevailing climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; (iii) the availability, quality, quantity and cost of all labor, materials, supplies, tools, equipment and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents.

By its execution of the Contract, the Contractor acknowledges, agrees, represents and warrants that it has carefully examined the Drawings, Specifications and other Contract Documents and having visited the Project site it has no actual knowledge of any discrepancies, omissions, ambiguities, or conflicts in or between the Contract Documents except those, if any, which have been clarified by Architect by Addenda to the Contractor's satisfaction, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will immediately notify Owner and Architect of such fact, and will not proceed until it shall have received the written interpretation of Owner or Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the Owner's and Architect's attention prior to submission by the Contractor of its bid proposal, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent or highest quality of the requirements and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision.

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

...

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and ~~attention~~-attention under the full-time supervision of an approved site superintendent or foreman capable of communicating clearly with the Architect and Owner in English. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

...

§ 9.2.3 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

...

§ 9.3.3 The Contractor may make a substitution equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect and approval by the Owner and in accordance with a Modification.

§ 9.3.4 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its reasonable best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. The Contractor shall comply with all requirements of OSHA and shall indemnify and hold harmless the Owner against and from any claims, losses, damages or expenses it may incur as a result of the failure of the Contractor or any of its Subcontractors to comply with OSHA requirements.

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

§ 9.3.6 The Contractor shall carefully inspect all materials delivered on and to the Project site and reject defective materials without waiting for the Architect or Owner to observe the materials.

§ 9.3.7 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' or suppliers' instructions.

§ 9.3.8 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project Site and Contractor shall be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of any difference between actual dimensions and the measurements shown by the Project Drawings.

§ 9.3.9 If any person employed by the Contractor on the Work shall appear to the Owner to be incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

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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 faults and defects.~~ Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work ~~not executed by the Contractor, by persons other than Contractor or subcontractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.~~ All other 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 15.6.3 to the Owner.~~ Inability, failure or refusal of the subcontractor or supplier responsible for the defective materials, equipment or Work to correct the same shall not excuse the Contractor from performing under the warranty. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials being furnished.

All warranties shall include labor and materials and shall be signed by the manufacturer or Subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Owner and delivered to the Owner upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, or in any Certificate of Substantial or Partial Completion approved by the Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of Final Completion of the entire Work unless otherwise provided in any Certificate of

Partial or Substantial Completion approved by the Owner and the Contractor or Subcontractor, as applicable, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12)-month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford Owner the opportunity to obtain a waiver or reduction of any fees or costs associated therewith.

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

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The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Because the Owner is an Illinois unit of local government, the Illinois sales tax is not applicable to materials, equipment and supplies incorporated in the Work or wholly consumed in the performance of the Work. The Owner will provide its sales tax exemption number for use by Contractor in purchasing such materials, equipment and supplies for this Project.

...

§ 9.6.2 The Contractor shall comply with and give notices and permit inspections required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work or having jurisdiction over the Work. The Contractor shall promptly notify the Architect and Owner if any of the Contract Documents appear to be a variance therewith. 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, or had it carried out its obligations under the Contract Documents generally, and under Section 9.1.1 of this Agreement in particular, should reasonably have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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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~~ the Contract Documents, and as otherwise directed by Owner, and shall not unreasonably encumber the site with materials or equipment.

#### § 9.10.1 Parking & Traffic.

Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.

Construction traffic and staging shall be permitted only within construction limits as indicated on plan. The contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on existing asphalt without Owner's prior written consent. The cost to repair any damage to existing asphalt will be backcharged to the Contractor.

#### § 9.10.2 Fencing.

The Contractor will be responsible for erecting and maintaining construction fencing around the limits of the Project site at all times of construction. Failure to erect or maintain this fencing will result in the correction of the problem by the Park District at the expense of the Contractor. The Contractor's expense will be back charged to the contract, and may include, but are not limited to, the cost of any materials and staff time. This fence must be installed and fully erected before construction operations beginning and tied-up at the end of each working day.

**§ 9.10.3 Water Removal.**

If, during construction, standing water caused by heavy rains or poor drainage becomes a hazard in the proper execution of the Contract, it shall be the responsibility of the Contractor to provide and make payment for removal of said water to existing drainage swales, storm sewers or other natural or man-made drainage ways.

...

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- remove, and properly and lawfully dispose of as applicable,~~ waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. The Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract. The Contractor shall strictly comply with all laws and regulations pertaining to same be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

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**§ 9.15.1** To the fullest extent permitted by law, the Contractor waives any right of contribution against, and shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against Owner and its elected and appointed officials, officers, employees, agents, and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, paralegals' fees and court costs, arising out of or resulting from the performance of the Work, Contractor's work, provided that any such claim, damage, loss, or expense (i) 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 property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they- any of them may be liable, regardless of whether or not such claim, damage, loss, or expense it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a- any other party or person described in this Section 9.15.1 Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

"Claims," "damages," "losses," and "expenses" as those words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants, or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of equipment or other mechanical or structural contrivance erected or construed by any person, or any or all other kinds of equipment whether or not the same is owned, furnished, or loaned by the Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained herein; (3) all costs and expenses incurred by the indemnified party; and (4) errors and omissions or defect in any submission made to Architect or its approval or review.

...

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

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**§ 10.5** Based on the Architect's evaluations of the quality and progress of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

...

§ 11.2 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 Subcontractors or suppliers in writing of the name, trade, and subcontract amount of each Subcontractor and supplier proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten (10) days after receipt of the Contractor's written list of Subcontractors and suppliers. 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

...

§ 11.4 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract and that the Owner shall have the right to enforce the Subcontractor's obligations thereunder after the occurrence of a default under the Contract by the contractor. 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 these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar written 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 which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their representatives proposed Sub-subcontractors.

§ 11.5 All subcontracts shall conform to the requirements of the Contract Documents and the Contractor hereby irrevocably assigns to the Owner and Owner's permitted assigns all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into the contractor for performance of any part of the Work, which assignment will be effective in the event of the Contractor's failure to perform the Work in accordance with the Contract Documents and upon acceptance by the Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in said writing. It is agreed and understood that the Owner may accept said assignment at any time during the course of construction prior to Final Completion. The Contractor shall promptly submit to the Owner a true and complete copy of each subcontract upon execution of same. Each subcontract shall contain a contingent assignment of the subcontract to the Owner, consistent with this Subparagraph. Upon acceptance by the Owner of a subcontract: (1) the Contractor shall promptly furnish to the Owner true and complete copies of the designated subcontract agreements and purchase orders, both as may have been amended by approved change order together with copies of any and all such amendments, and (2) the Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which the Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by the Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to the Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and the Contractor. It is further agreed that no subcontract agreement or purchase order shall contain any restriction that would prohibit assignment under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with the Contractor and may not be withdrawn prior to Final Completion.

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§ 12.2 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, activities and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, and the Contractor could not have discovered same in the exercise of reasonable diligence as required under subsection 9.1.1 of this Agreement, the

Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Agreement on any Change Order shall constitute a final settlement, and accord and satisfaction between the Owner and Contractor, of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, Contract Time and Construction Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 13.6 No change in the Work, whether by way of alteration or addition to the Work, shall be the bases of an addition to the Contract Sum or change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the Contract Time.

...

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

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

...

§ 14.4 The ~~date of Substantial Completion is the date~~ dates of Substantial Completion and Final Completion are the dates certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect ~~determines, justify delay, then determines~~ and the Owner agrees, justify delay, ~~then, as Contractor's sole remedy,~~ the Contract Time shall be extended for such reasonable time as the Architect may ~~determine, subject to the provisions of Article 21-determine.~~ Notwithstanding the foregoing, delays of the Contractor to carry out its obligations under or in accordance with the provisions of the Contract, shall not extend the Contract Time.

§ 14.6 The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will insure the completion of the Work in accordance with the Contract Documents by the date established in the Contract. It is expressly understood and agreed by and between Contractor and Owner that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality.

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§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within ~~14~~ fourteen (14) days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

...

~~1~~ 1, the documents enumerated in Article 6, including all Modifications thereto;

~~2~~

2. a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- ~~3.~~ 3. a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- ~~4.~~ 4. a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- ~~5.~~ 5. a list of any contingency amounts included in the Control Estimate for further development of design and construction.

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§ 15.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. 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.

...

~~§ 15.3.3 Payments~~ Unless approved in advance by the Owner in writing payment shall be made only account of materials and equipment incorporated in the Work. If approved in advance by the Owner, payments shall be made on account of materials and equipment delivered and suitably stored and protected from damage and loss 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 delivered and suitably stored, and protected from ~~damage, damage and loss~~ off the site at a location agreed upon in writing. The Owner may condition such approvals on such terms as the Owner in its discretion deems necessary for its protection.

...

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

§ 15.3.6 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor Partial Waiver, and by the Partial lien Waivers of Subcontractor and Suppliers who were included in the immediately preceding payment application to the extent of that payment. Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language, as applicable, indicating either that: (i) all material was taken from fully paid stock and delivered to the job site in contractor's or subcontractors' own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or (ii) materials were provided by the following suppliers from whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

§ 15.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, but not to the Contractor, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and 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. The issuance of a Certificate for Payment will further constitute a representation to the Owner but not to the Contractor that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and 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.

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- ~~1~~—1. defective Work not remedied;
- ~~2~~—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~~—3. failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- ~~4~~—4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- ~~5~~—5. damage to the Owner or a Separate Contractor;
- ~~6~~—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~~—7. repeated ~~7.~~ failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 ~~When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.~~ the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest will be paid on amounts withheld.

...

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) 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. This provision is not to be construed as a "conditional payment" or "pay when paid" clause. In the event that payment to the Contractor is delayed without fault of the Subcontractor, payment to the Subcontractor shall be made within a reasonable time after work is properly performed by a subcontractor irrespective of any delay in payment to the Contractor.

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§ 15.5.4 ~~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.

§15.5.5 Anything to the contrary contained or implied herein notwithstanding, no progress payment need be made by Owner until such time as Contractor, Subcontractors or any other persons performing the Work or furnishing materials or equipment for the Project furnishes such documents as Owner may reasonably require (including without limitation sworn notarized contractor's statement, affidavits and waivers of lien).

...

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete-completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use-use and has been accepted by Owner to receive all required occupancy permits.

"Punch List Items" mean and shall be limited to uncompleted items of Work (a) that do not interfere with the use and occupancy of any area of the Site for its intended purpose and (b) that, as a group, are capable of being completed by the Contractor within thirty (30) days of issuance of any Punch List. The "Punch List" is the list containing the Punch List Items.

...

§ 15.6.3 Upon receipt of the Contractor's list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses an item, whether or not included in the Contractor's list, which is not in accordance with the Contract Documents and is necessary for Owner's occupancy or utilization of the Work, the Contractor shall before issuance of a Certificate of Substantial Completion, complete such items upon notification from the Architect and Owner. The cost of this and any additional inspections required to establish Substantial Completion due to the failure of the Contractor to properly complete all items of the Work necessary for the Owner's use or occupancy of the Work shall be charged to the Contractor. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion to the Owner for review and concurrence by the Owner which 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-Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial-Final Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion thereof, with the exception of the items of Work contained in the Punch List accompanying the Certificate of Substantial Completion. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall commence upon Contractor's completion and Owner's approval of the Punch List items.

§ 15.6.4 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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§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and the Architect has advised the Owner of that finding and Owner has not advised Architect of any objection to such finding, the Architect will promptly issue a final Certificate for Payment to the Owner but not the Contractor stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Owner's failure to object to, and the Owner's acceptance of, the

Architect's findings and/or certifications hereunder shall not constitute Owner's acceptance of Work not complying with the Contract Documents, or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

**§ 15.7.2** Final payment shall not become due until the Contractor has fully performed the contract, including but not limited to delivery of all manufacturer's and supplier's warranties, operating manuals, as-build drawings, and consent of the surety to final payment, pursuant to the Contract Documents, and has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

...

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

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

...

- ~~1~~ \_\_\_\_\_
1. \_\_\_\_\_ employees on the Work and other persons who may be affected thereby;
  - ~~2~~ \_\_\_\_\_ 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~~ \_\_\_\_\_ 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.

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**§ 17.1.1** 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 this Section 17.1 ~~or elsewhere and~~ in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor shall procure insurance from insurance companies that have obtained A.M. Best ratings of no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable. Failure to maintain the required insurance may result in termination of the Contract at the Owner's option. Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) each occurrence for at least three (3) years following Substantial Completion of the Work.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) Two Million Dollars (\$2,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including~~

- ~~1~~—1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- ~~2~~—
2. personal and advertising injury;
- ~~3~~—3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- ~~4~~—
4. bodily injury or property damage arising out of completed operations; and
- ~~5~~—
5. the Contractor's indemnity obligations under Section 9.15.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form or a substitute form providing equivalent coverage, and shall cover liability arising from premise-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability Arising from pollution, explosion, collapse, or underground property damage.

**For Contractor's Continuing Completed Operations Liability Insurance:**

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two (2) times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

§ 17.1.3 Automobile Liability covering vehicles owned by the ~~Contractor~~ Contractor, hired, and non-owned vehicles used by the Contractor, with policy limits of not less than ~~(\$ ) Two Million Dollars (\$2,000,000.00) 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. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.~~

§ 17.1.4 The Contractor 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 those required under ~~Section~~ Sections 17.1.2 and 17.1.3, 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.

**§ 17.1.5 Workers' Compensation at statutory limits.**

Contractor shall maintain workers' compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than One Million Dollars (\$1,000,000.00) each accident for bodily injury by accident or One Million Dollars (\$1,000,000.00) each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work

§ 17.1.6 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate. **Intentionally Omitted.**

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate. **Intentionally Omitted.**

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate. **Intentionally Omitted.**

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 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 (3) within ten (10) days upon~~ the Owner's written request. An additional certificate evidencing continuation of 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 period required by Section 17.1.1. ~~The certificates will show the Owner Section 17.1.1 or upon Owner's written request for same. The certificates will show the Owner, and its elected and appointed officials, officers, employees, agents, and volunteers as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.~~

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. ~~At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.~~

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, ~~the Architect, and the Architect's Consultants and its elected and appointed officials, officers, employees, agents and volunteers~~ as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor'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~~ 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 04.04, or a substitute providing equivalent coverage, and under the commercial umbrella, if any. If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

~~§ 17.1.13 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 this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. All certificates shall provide for thirty (30) days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. 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 shall have the right to either stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The Contractor or terminate the Contract, at the Owner's option. In the event Owner does not terminate, the furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

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**Coverage**

**Limits**

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

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**§ 17.2.1 Owner's Liability Insurance**

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Article 15.7 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 17.2.1 to be covered, whichever is earlier. This insurance shall include the respective interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.~~

~~§ 17.2.2 Property Insurance Property insurance shall be on a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition, and shall cover reasonable compensation for the Architect's, any of the Owner's Consultant's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.~~

~~§ 17.2.2.1 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 or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, 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, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.~~

~~§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 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 18.4.~~

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ 17.2.2.4** 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 18.4, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ 17.2.2.5** Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ 17.2.2.6** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, 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.

**§ 17.2.2.7 Waiver of Subrogation**

**§ 17.2.2.7.1** 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 this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 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.

**§ 17.2.2.7.2** 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 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

(List below any other insurance coverage to be provided by the Owner and any applicable limits.) The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 17.2.4 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

§ 17.2.5 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit and paid for by Owner.

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

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

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

**Coverage**

**Limits**

§ 17.2.9 Notwithstanding any provision contained in Article 17, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

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§ 17.3.3 If required by the Owner, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, including the payment of prevailing wages in accordance with Article 23 of this Agreement, and the Labor and Material Payment Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for required payments to all persons performing labor and furnishing materials in connection with the Work. Such bonds shall be on AIA Document A-312 (2010 Edition), issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as primary co-obligee. Such bonds shall be from an Illinois Admitted Bonding Company acceptable to the Owner and having a minimum policy holder rating of "B+" in the latest edition of Best's Insurance Guide in effect as of the date of the Contract. Bonds shall remain in full force and effect for at least one year following the date of Final Completion of the Work or for the entire duration of the longest warranty period provided for the Work, whichever is longer. The cost of the bonds is to be included in the Contract Sum stated by the Contractor in its Bid Proposal.

§ 17.3.4 The Contractor shall (i) furnish with all bonds a certified copy of the power of attorney from the Surety Company stating that the person executing said bond is duly authorized by the Surety Company to execute said bond; (ii) furnish a certified copy of the certificate from said Surety Company's state showing said Surety Company licensed and authorized to transact business and execute said bond in Illinois; and (iii) if requested by Owner, furnish a copy of current financial statements of said Surety Company.

~~§ 18.1~~ The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, ~~unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work expense.~~ If prior to the date of Final Completion the Contractor, a Subcontractor, or anyone for who either of them is responsible, uses or damages any portion of the Work, including but not limited to mechanical, electrical, plumbing or other building system, machinery, equipment or other mechanical device, the Contractor shall cause such item to be replaced or if permitted by the Owner restored to "like new" condition, at no expense to the Owner.

~~§ 18.2~~ In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of 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.~~ The obligation under this Section 18.2 shall survive acceptance of the Work under the Contract and termination of the Contract. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a Subcontractor contrary to the Architect's or Owner's request or to the request of a governmental officer, or to the requirements of the Contract Documents or Governmental Requirements, and was therefore not visible for inspection by the Architect, Owner or governmental officer, as applicable, at the time of inspection. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work.

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~~§ 18.5~~ The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18. 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.

~~§ 18.6~~ The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of the Work that is not in accordance with the requirements of the Contract Documents.

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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 21.6.~~ located.

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Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The

Owner shall bear ~~costs of~~ the costs of: (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations ~~concluded~~; and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor, unless such tests, inspection or approvals were necessitated by the Contractor's failure to perform the Work in accordance with the Contract Documents in which event the Contractor shall bear the costs. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

Aaron Cerutti  
Superintendent of Parks and Facilities  
Lisle Park District  
1925 Ohio Street  
Lisle, IL 60532  
Tel: 630-353-4381  
Fax: 630-964-7448  
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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

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If the Architect fails to certify payment as provided in Section 15.4.1 for a period of ~~30 days through no fault of the Contractor~~, thirty (30) days through no fault of the Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of ~~30 days, the Contractor may~~, thirty (30) days through no fault of the Contractor or for any undisputed payment and has not notified Contractor for the reason for withholding payment, and such failure continues for a period of ninety (90) days after notice from the Contractor, the Contractor may, as its sole remedy, upon seven additional days' notice to the Owner and the Architect, unless this reason is cured prior to the expiration of the notice period, terminate the Contract and recover from the Owner payment for ~~Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages~~. Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) provided said Work was authorized in advance by Owner. The Owner shall have the right to cure any defect or default prior to the date of termination stated in any written notice from Contractor as provided herein, in which event Contractor shall continue with the Work. If the Contractor terminates the Work and receives payment in connection with his equipment, tools or materials such items shall be left and remain on the Site if the Owner so elects. Owner shall not be responsible for damages for loss of anticipated profits on Work not performed.

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§ 20.2.1 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 shall institute proceedings or consent to proceeding requesting relief or arrangement under the Federal Bankruptcy Act or any applicable Federal or State Law, or if a petition under any federal or state insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of the filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee, or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if the Contractor submits an application for payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if the Contractor fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

~~3~~ repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or  
~~4~~ otherwise is guilty of substantial breach of a provision of the Contract Documents or otherwise breaches obligations under any subcontract with a Subcontractor; or if a lien or a notices of lien is filed against any part of the Project or Project funds or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the Project premises; or if the Contractor otherwise violates any material provision of the Contract Documents, then, without prejudice to any right or remedy available Owner may, after giving the Contractor seven (7) days' written notice, terminate the Contractor, and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of Subcontracts and may complete the Work by whatever reasonable method the Owner may deem expedient. If requested by the Owner, the Contractor shall remove any part or all of this equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in such event at the Contractor's expense. Upon request of the Contractor, the Owner shall furnish to the Contractor a reasonably detailed accounting of the costs incurred by the Owner in completing the Work.

~~§ 20.2.2~~ When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.  
Intentionally Omitted.

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§ 20.2.5 The Owner's right to terminate the contract pursuant to Section 20.3 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract as provided elsewhere in this Agreement.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

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

Termination by the Owner under this Section 20.3 shall be by a written notice of termination specifying the extent of termination and the effective date.

§ 20.3.1 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties:

1. cease operation as specified in the notice;
2. place no further orders and enter into no further Subcontracts for materials, labor, services, equipment, or facilities except as necessary to complete continued portions of the Contract;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed to complete the performance of Work not terminated; and
5. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated work.

§ 20.3.2 In the event of termination by Owner for convenience, the sum payable to the Contractor for the Work shall be prorated based upon the amount of properly performed Work completed. Owner shall receive proper credit for sums already paid. Upon any such termination, all obligations of Owner (other than payment of sums due Contractor for services properly performed but not previously paid prior to the date of termination) shall cease as of the effective date of termination.

§ 20.3.3 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, and (2) claims which the Owner has against the Contractor under the Contract.

**§ 20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE**

§ 20.4.1 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.

§ 20.4.2 If suspension, delay or interruption ordered by the Owner constitutes in the aggregate more than twenty percent (20%) of the total number of days scheduled for completion, an adjustment shall be made for increases in the cost of the performance of this Contract, excluding profit caused by such suspension, delay or interruption. No adjustment shall be made to the extent:

1. That the performance is, was, or would have been so suspended, delayed or interrupted by another cause, including without limitation the fault or negligence of the Contractor or any Subcontractor; or
2. That an equitable adjustment is made or denied under another provision of this Contract.

§ 20.4.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. Intentionally Omitted.

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§ 21.2.1 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 18.2, shall be initiated by notice to the Architect 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. Intentionally Omitted.

...

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, 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 21.3 law.

...

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Intentionally Omitted.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.~~**Intentionally Omitted.**

~~§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~**Intentionally Omitted.**

~~§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration 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 a Claim not described in the written Consent.~~**Intentionally Omitted.**

~~§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~**Intentionally Omitted.**

...

~~The Contractor and Owner waive claims against each other waives claims against the Owner 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 Owner's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

~~In any suit or action arising under this Contract the Owner shall be entitled to an award of reasonable attorney's fees and costs of litigation.~~

## **ARTICLE 22 OTHER CONDITIONS OR PROVISIONS.**

~~§ 22.1 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities, and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.~~

~~§ 22.2 The Contractor shall limit material and equipment storage to the immediate area of Work and such other areas as Owner may designate. The Contractor shall promptly remove and properly dispose off-site all construction material, trash, garbage and other debris.~~

~~§ 22.3 The Contractor shall notify Architect and Owner in advance (to the extent practicable notice shall be made at least forty-eight (48) hours in advance) of any and all deliveries of major materials to the Project Site and shall give notice of receipt of materials and equipment that Architect or Owner has indicated or customarily would want to inspect prior to commencement of the Work. Prior to resumption of the Work in the event of a temporary suspension lasting longer than seventy-two (72) hours, and at such other time intervals during the process of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.~~

~~§ 22.4 The following definitions are added to the Contract:~~

"Final completion" means the date the Contract has been fully performed, all the Work has been completed in accordance with the Contract Documents and the Owner has approved Final Payment to the Contractor.

"Indicated" and "shown" mean as described, detailed, discussed, scheduled, referenced, or called for in, or reasonably inferable from the Contract Documents in order to produce a first-class Work product.

"Provide" or derivatives thereof means the Contractor shall properly fabricate, supply, furnish or procure all labor, materials, equipment, apparatus, and accessory appurtenances necessary to transport, deliver, install, erect and construct the specified item, complete, in place and ready for operation and use, including any final connections, in strict accordance with the Drawings, Specifications and other Contract Documents. The words "Contractor shall" are implied and shall be so understood whenever the direction or term "provide" is used.

"Unit Price" is an amount stated in the Contractor's bid proposal or in the Contract Documents as a price per unit of measurement for materials, equipment or services for a portion of the Work as described in the Bidding Documents or the Contract Documents. A Unit Price includes all costs associated with the performance of the portion of the Work for which the Unit Price is provided, including but not limited to labor, materials, equipment, loading, transportation, handling, unloading, overhead and profit.

§ 22.5 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

- (i) Modifications;
- (ii) This Agreement, except that the Special and Supplementary Conditions, if any, shall take precedence over the General Conditions of the Contract;
- (iii) Construction drawings.

#### **ARTICLE 23 COMPLIANCE WITH LAWS/PREVAILING RATES OF WAGES**

§ 23.1 The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

§ 23.2 The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment as follows:

§ 23.3 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or preference, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the essential functions of the job, association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each

job classification for which employees are hired in such a way that minorities and women are not underutilized.

- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential function of the job, or association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 23.4 The Contractor is encouraged to utilize qualified minority businesses as subcontractors for supplies, services and construction.

§ 23.5 The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and the Park District's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not

pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than five (5) years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the fifteenth (15th) day of each calendar month, in person, by mail, or electronically a certified payroll to the Park District with each monthly pay request in the form required by the Illinois Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5. The Park District may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (1) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven (7) business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Owner, and its officers and agents.

LISLE PARK DISTRICT \_\_\_\_\_

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Andrew S. Paine, 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 13:42:47 ET on 06/14/2019 under Order No. 1089418423 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

---

*(Title)*

---

*(Dated)*

# Parcel Viewer



Print

Map title:

Layout:

Format:

1. ArcGIS

Clear

200ft

FINAL ENGINEERING PLANS  
FOR  
**COMMUNITY PARK BASKETBALL AND  
SKATE PARK RENOVATIONS**  
LISLE, ILLINOIS  
GRADING AND DRAINAGE IMPROVEMENTS

LEGEND		
EXISTING	PROPOSED	DESCRIPTION
○	■	CATCH BASIN
⊙	■	INLET
⊕	—	DRAIN
—	—	STORM SEWER
(ELEV)	ELEV	CONTOURS
⊗	→	ELEVATIONS
	→	STREET LIGHT
	→	OVERFLOW ROUTE
	■	INLET PROTECTOR



**INDEX OF SHEETS**

NO.	TITLE
1	TITLE
2	CONSTRUCTION SPECIFICATIONS - GENERAL NOTES
3	CONSTRUCTION DETAILS
4	DEMOLITION AND REMOVAL PLAN
5	GEOMETRIC PLAN
6	DRAINAGE AND GRADING PLAN
7	STORMWATER POLLUTION PREVENTION PLAN
8	STORMWATER POLLUTION PREVENTION PLAN DETAILS
9	STORMWATER POLLUTION PREVENTION PLAN NOTES

**BENCH MARKS**

PROJECT ELEVATION REFERENCE MARKS

CP 1308 - CUT + IN CONCRETE CURB, AS SHOWN HEREON  
NORTHING: 1866743.246  
EASTING: 1052752.298  
ELEVATION: 662.95 (NAVD 88)

CP 202 - FOUND + IN CONCRETE AT GAZEBO NORTH OF SHORT STREET  
NORTHING: 1867422.74  
EASTING: 1053141.57  
ELEVATION: 665.68 (NAVD 88)

**PROFESSIONAL ENGINEER'S CERTIFICATION**

STATE OF ILLINOIS) SS.  
COUNTY OF DU PAGE)

I, MICHAEL A. MAY, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF \_\_\_\_\_ BY CEMCON, LTD. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2025.

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-059494  
MY LICENSE EXPIRES ON NOVEMBER 30, 2025

PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937  
EXPIRES APRIL 30, 2027

NOTE: UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE DESIGN PROFESSIONAL ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

**FOR UNDERGROUND UTILITY  
LOCATIONS, CALL  
J.U.L.I.E.  
TOLL FREE  
TEL. 1-800-892-0123 or 811**

DATE: \_\_\_\_\_  
RELEASED FOR PLAN REVIEW AND PERMIT  
PROCESSING ONLY.  
IF USED FOR BIDDING PURPOSES, THOSE PARTIES  
CONCERNED SHALL BE ADVISED THAT REVISIONS  
MAY BE REQUIRED PRIOR TO PLAN APPROVAL.  
NOT ISSUED FOR CONSTRUCTION UNTIL APPROVED BY THE  
VILLAGE OF \_\_\_\_\_ AND PERMITTED AS REQUIRED.

PREPARED FOR:  
LISLE PARK DISTRICT  
1925 OHIO STREET  
LISLE, ILLINOIS 60532  
(630) 964-3410



PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100  
Aurora, Illinois 60502-9675  
Ph: 630.862.2100 Fax: 630.862.2199  
E-Mail: info@cemcon.com Website: www.cemcon.com

REVISIONS					
NO.	DATE	SHEETS	NO.	DATE	SHEETS
1	06-11-25/MM	3			

JOB NO. 753.015  
COMPLETION DATE :  
05-XX-25  
SHEET 1 OF 09

**GENERAL**

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE VILLAGE OF LISLE STANDARDS AND WITH THE 2016 EDITION OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", APPLICABLE WHEN REFERENCED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING EACH OF THE UTILITY COMPANIES BEFORE ANY WORK IS STARTED. ALL UTILITIES MUST BE STAKED PRIOR TO CONSTRUCTION.
- IF THE ENGINEER IS RETAINED FOR CONSTRUCTION STAKING SERVICES, THE ENGINEER WILL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE FOR ANY STAKING THAT IS TO BE DONE. IF ENGINEER IS CONTRACTED BY OWNER OR CONTRACTOR FOR CONSTRUCTION STAKING SERVICES, EACH OF THE VARIOUS ITEMS OF WORK COVERED BY THIS CONTRACT WILL BE STAKED ONCE. ADDITIONAL STAKING REQUIRED DUE TO CONTRACTOR NEGLIGENCE SHALL BE PAID FOR BY THE CONTRACTOR AT THE CURRENT HOURLY RATE.
- THE CONTRACTOR SHALL INFORM THE VILLAGE OF LISLE BEFORE WORK COMMENCES ON EACH CATEGORY OF CONSTRUCTION, I.E. WATERMAIN, SANITARY, STREET AND DRAINAGE IMPROVEMENT. A FORTY EIGHT (48) HOUR NOTICE SHALL BE GIVEN FOR ANY ITEM THAT REQUIRES FINAL TESTING AND INSPECTION SUCH AS WATERMANS OR SANITARY SEWERS.
- THE CONTRACTOR RESPONSIBLE FOR WATERMAIN CONSTRUCTION, SANITARY SEWER CONSTRUCTION AND DRAINAGE IMPROVEMENTS (UNDERGROUND WORK) SHALL DISPOSE OF ALL SURPLUS MATERIALS ON THE SITE AS DIRECTED BY THE ENGINEER. NO ADDITIONAL COMPENSATION WILL BE PAID AND SAID WORK SHALL BE INCIDENTAL TO THE OTHER ITEMS OF CONSTRUCTION.
- AFTER CONSTRUCTION STAKING IS PERFORMED, BUT PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL CALL THE ATTENTION OF THE OWNER'S REPRESENTATIVE TO ANY ERRORS OR DISCREPANCIES WHICH MAY BE SUSPECTED IN LINES AND GRADES WHICH ARE ESTABLISHED BY THE OWNER, AND SHALL NOT PROCEED WITH THE WORK UNTIL ANY LINES AND GRADES WHICH ARE BELIEVED TO BE IN ERROR HAVE BEEN VERIFIED OR CORRECTED BY THE OWNER'S REPRESENTATIVE.
- THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE TO PLACE ON GRADE AND COORDINATE WITH OTHER CONTRACTORS ALL UNDERGROUND STRUCTURE FRAMES SUCH AS CATCH BASINS, INLETS, MANHOLES, HYDRANTS, BUFFALO BOXES, VALVES, ETC. NO ADDITIONAL COMPENSATION WILL BE PAID AND SAID ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO OTHER ITEMS OF CONSTRUCTION.
- CONTRACTORS SHALL KEEP PUBLIC STREET PAVEMENTS CLEAN OF DIRT AND DEBRIS AND, WHEN NECESSARY, CLEAN PAVEMENTS ON A DAILY BASIS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS (INCLUDING UTILITY LOCATIONS) PRIOR TO THE INSTALLATION OR FABRICATION OF ANY MATERIALS. REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER.

**CONSTRUCTION SPECIFICATIONS – GENERAL NOTES**

**SEDIMENT AND EROSION CONTROL DURING CONSTRUCTION**

**STANDARDS:**

THE FOLLOWING PUBLICATIONS WILL BE USED AS A GUIDE FOR THE IMPLEMENTATION OF SOIL EROSION AND SEDIMENT CONTROL:

ILLINOIS URBAN MANUAL STANDARDS AND SPECIFICATIONS (FEBRUARY 2002).

**REQUIREMENTS:**

- SEDIMENT AND EROSION CONTROLS SPECIFIED ON THE PLANS WILL BE FUNCTIONAL BEFORE ANY EARTHWORK OPERATIONS COMMENCE OR BEFORE LAND IS OTHERWISE DISTURBED ON THE SITE.
- STOCKPILES OF SOIL MATERIAL WILL BE PLACED AT LOCATIONS AS INDICATED ON THE PLANS. A SILT FENCE WILL BE PLACED AROUND THE BASE OF THE STOCKPILE WHERE INDICATED. STOCKPILES OF SOIL SHALL NOT BE LOCATED IN SPECIAL MANAGEMENT AREAS.
- SHOULD THE VOLUME, VELOCITY, SEDIMENT LOAD, OR PEAK FLOW RATES OF STORMWATER RUNOFF TEMPORARILY INCREASE DURING CONSTRUCTION, THEN ADDITIONAL MEASURES TO PROTECT ADJACENT PROPERTIES AND SPECIAL MANAGEMENT AREAS DOWNSTREAM SHALL BE UNDERTAKEN.
- STORM SEWER INLETS SHALL BE PROTECTED BY STRAW BALE SEDIMENT TRAPS OR FILTER CONTROL DEVICES FOLLOWING INSTALLATION.
- THE SURFACE OF STRIPPED AREAS SHALL BE PERMANENTLY OR TEMPORARILY PROTECTED FROM SOIL EROSION WITHIN 7 DAYS AFTER FINAL GRADE IS REACHED. STRIPPED AREAS NOT AT FINAL GRADE THAT WILL REMAIN UNDISTURBED FOR MORE THAN 14 DAYS AFTER INITIAL DISTURBANCE SHALL BE PROTECTED FROM EROSION WITHIN 7 DAYS. TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES SHALL BE MAINTAINED CONTINUOUSLY UNTIL PERMANENT COVER IS ESTABLISHED.
- WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION DEWATERING WILL BE FILTERED.
- VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO A CONSTRUCTION ENTRANCE. SAID CONSTRUCTION ENTRANCE SHALL BE INSTALLED BEFORE ANY CONSTRUCTION BEGINS.
- THE DESIGNATED CONSTRUCTION ACCESS ROAD WILL BE MAINTAINED WITH CONNECTION TO ADJACENT PUBLIC ROADWAY. THIS ACCESS ROAD WILL BE UTILIZED AS A VEHICLE WASH DOWN AREA TO PREVENT A DEPOSIT OF SOIL FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. ADJACENT ROADWAYS WILL BE SWEEPED OR CLEANED OF SOIL, MUD, DEBRIS OR EXTRANEIOUS MATERIALS AS NECESSARY BEFORE THE END OF EACH WORKDAY.
- ALL CONTROL MEASURES NECESSARY WILL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGH THE PERIOD OF LAND DISTURBANCE UNTIL PERMANENT EROSION CONTROL IS OPERATIONAL.
- IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN THREE DAYS, THEN SEDIMENT AND EROSION CONTROL SHALL BE PROVIDED FOR SUCH STOCKPILE.

**TREE PRESERVATION**

THE EXCAVATING CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF TREE PRESERVATION MEASURES BEFORE ANY EARTHWORK OPERATIONS COMMENCE. TREE PRESERVATION MEASURES SHALL BE AS IDENTIFIED ON THE EXISTING TREE SURVEY AND PRESERVATION PLAN SHEET TP-1

**MAINTENANCE:**

THE EXCAVATING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INITIAL CONSTRUCTION OF THE EROSION CONTROL AND TREE PRESERVATION MEASURES SHOWN IN THE PLAN, AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID FACILITIES UNTIL THE COMPLETION OF FINAL GRADING OPERATIONS AFTER CONSTRUCTION OF THE IMPROVEMENTS. THE CONTRACTOR SHALL REQUEST IN WRITING A RELEASE FROM THE OWNER FOR MAINTENANCE OF THE SITE UPON COMPLETION OF THE WORK. THE OWNER SHALL ISSUE SAID RELEASE WITHIN 15 DAYS OF THE CONTRACTOR'S REQUEST PROVIDING THE CONTRACTOR HAS COMPLETED ALL WORK REQUIRED UNDER THE CONTRACT. THE CONTRACTOR'S EROSION CONTROL MAINTENANCE RESPONSIBILITIES SHALL BE EXCLUSIVE OF THE CONSTRUCTION WARRANTY AND/OR GUARANTEE PERIOD.

**INSPECTION BY OWNER:**

QUALIFIED PERSONNEL (PROVIDED BY THE PERMITTEE) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCH OR GREATER OR EQUIVALENT SNOWFALL.

- DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING.
- BASED ON THE RESULTS OF THE INSPECTION, THE PLAN AND EROSION CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE REVISED AS APPROPRIATE AS SOON AS PRACTICABLE AFTER SUCH INSPECTION. SUCH MODIFICATIONS SHALL PROVIDE FOR TIMELY IMPLEMENTATION OF ANY CHANGES TO THE PLAN WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE INSPECTION.
- A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE EROSION CONTROL PLAN, AND ACTIONS TAKEN SHALL BE MADE AND RETAINED FOR AT LEAST THREE YEARS AFTER THE DATE OF INSPECTION.
- THE PERMITTEE SHALL COMPLETE AND SUBMIT WITHIN FIVE (5) DAYS AN "INCIDENCE OF NON-COMPLIANCE" (ION) REPORT FOR ANY VIOLATION OF THE EROSION CONTROL PLAN OBSERVED DURING AN INSPECTION CONDUCTED, INCLUDING THOSE NOT REQUIRED BY THE PLAN. SUBMISSION SHALL BE ON FORMS PROVIDED BY THE AGENCY AND INCLUDE SPECIFIC INFORMATION ON THE CAUSE OF NON-COMPLIANCE, ACTIONS WHICH WERE TAKEN TO PREVENT ANY FURTHER CAUSES OF NON-COMPLIANCE, ACTIONS WHICH WERE TAKEN TO PREVENT ANY FURTHER CAUSES OF NON-COMPLIANCE, AND A STATEMENT DETAILING ANY ENVIRONMENTAL IMPACT WHICH MAY HAVE RESULTED FROM THE NON-COMPLIANCE.

**SEDIMENT AND EROSION CONTROL DURING CONSTRUCTION (CONT'D)**

**CONTRACTORS:**

- ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE NPDES PERMIT MUST SIGN COPY OF THE CERTIFICATION STATEMENT IN PARAGRAPH B BELOW, EXCEPT FOR OWNERS THAT ARE ACTING AS CONTRACTOR.

**B. CERTIFICATION STATEMENT:**

"I, CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (LR10000) THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH THE ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION".

THE CERTIFICATION MUST INCLUDE THE NAME AND TITLE OF THE PERSON PROVIDING THE SIGNATURE; THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CONTRACTING FIRM, THE ADDRESS (OR OTHER IDENTIFYING DESCRIPTION) OF THE SITE; AND THE DATE THE CERTIFICATION IS MADE. (SEE EROSION CONTROL NOTES FOR SIGNATURE PAGE.)

**EARTHWORK, GRADING AND PAVING**

- WORK UNDER THIS SECTION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

- CLEARING AND REMOVAL OF ALL UNDESIRABLE TREES AND OTHER VEGETATIVE GROWTH WITHIN THE CONSTRUCTION AREA. TREE REMOVAL SHALL BE DESIGNATED BY THE OWNER AND SHALL BE KEPT TO A MINIMUM.
  - STRIPPING OF TOPSOIL FROM ALL STREET, DRIVEWAY, PARKING LOT, RIGHT-OF-WAY, BUILDING PAD AND OTHER DESIGNATED STRUCTURAL AREAS.
  - STOCKPILING OF TOPSOIL AT LOCATIONS AS DIRECTED BY THE OWNER. TOPSOIL STOCKPILED FOR FUTURE USE SHALL BE RELATIVELY FREE FROM LARGE ROOTS, STICKS, WEEDS, BRUSH, STONES LARGER THAN ONE (1) INCH DIAMETER, OR OTHER LITTER AND WASTE PRODUCTS INCLUDING EXTRANEIOUS MATERIALS NOT CONDUIVE TO PLANT GROWTH. TOPSOIL SHALL BE STOCKPILED IN SEQUENCE TO ELIMINATE ANY REHANDLING OR DOUBLE MOVEMENTS BY THE CONTRACTOR. FAILURE TO PROPERLY SEQUENCE THE STOCKPILING OPERATIONS SHALL NOT CONSTITUTE A CLAIM FOR ADDITIONAL COMPENSATION. NO MATERIAL SHALL BE STOCKPILED IN FRONT YARDS, OVERLAND DRAINAGE SWALES (FLOOD ROUTING AREAS), IN PROPOSED UTILITY LOCATIONS, IN UTILITY EASEMENTS OR IN THE RIGHT-OF-WAY.
  - THE CONTRACTOR SHALL BE AWARE OF POTENTIAL COMPACTION IN THE FLOODWAY AREA AS NOTED ON THE PLAN. SPECIAL ATTENTION SHOULD BE GIVEN TO INSURE MINIMAL DISTURBANCE OF THE FLOODWAY AREA DURING GRADING PROCEDURES.
  - REMOVAL OF UNSUITABLE MATERIALS AS SPECIFIED FROM ROADWAY, DRIVEWAY/PARKING, BUILDING PAD AND OTHER DESIGNATED AREAS.
  - CLAY CUT AND CLAY FILL WITH COMPACTION WITHIN ROADWAY, DRIVEWAY/PARKING, BUILDING PAD AND OTHER DESIGNATED AREAS.
  - EXCAVATION AND GRADING OF THE OPEN SPACE, AND/OR YARD AREAS PER PLAN INCLUDING CONSTRUCTION OF BERMS, ETC.
  - PLACEMENT AND COMPACTION OF STRUCTURAL MATERIAL TO THE DESIGN SUBGRADE ELEVATIONS AS REQUIRED BY THE STANDARDS AND DETAILS ON THE CONSTRUCTION PLANS. THE CONTRACTOR WILL NOTE THAT THE ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS ARE FINISHED GRADE ELEVATIONS AND THAT PAVEMENT AND/OR TOPSOIL REPLACEMENT THICKNESS MUST BE SUBTRACTED TO DETERMINE SUBGRADE ELEVATIONS.
  - IF REQUIRED, BORROW PIT EXCAVATION OF STRUCTURAL MATERIAL AND REFILL OF PIT WITH NON-STRUCTURAL MATERIAL.
  - PLACEMENT AND COMPACTION OF NON-STRUCTURAL FILLS.
  - MOVEMENT AND COMPACTION OF SPOIL MATERIAL FROM THE CONSTRUCTION OF UNDERGROUND UTILITIES.
  - BACKFILLING OF CURBS AND/OR PAVEMENT AND SIDEWALK AFTER INSTALLATION OF SAME BY THE PAVING CONTRACTOR.
  - FINAL SHAPING AND TRIMMING TO THE LINES, GRADES, AND CROSS-SECTIONS SHOWN IN THESE PLANS; AND TOPSOIL PLACEMENT TO DESIGN FINISHED GRADE ELEVATIONS.
  - SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS.
- THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PLANS AND SHALL NOTIFY THE ENGINEER AT ONCE OF ANY DISCREPANCIES. THE CONTRACTOR SHALL EXAMINE THE DRAINAGE PATTERNS SHOWN ON THE PLANS AND MAKE CERTAIN THAT ALL GUTTER FLAGS AND PAVEMENTS ARE PITCHED PROPERLY TO ACHIEVE THIS DRAINAGE PATTERN.
  - MATERIALS TESTING, IF REQUIRED BY THE MUNICIPALITY, SHALL BE PROVIDED BY THE CONTRACTOR. THIS ITEM WILL NOT BE PAID FOR SEPARATELY BUT INCLUDED IN THE VARIOUS ITEMS OF WORK.
  - DURING CONSTRUCTION OPERATIONS THE CONTRACTOR SHALL INSURE POSITIVE SITE DRAINAGE AT THE CONCLUSION OF EACH DAY. SITE DRAINAGE MAY BE ACHIEVED BY DITCHING, PUMPING OR ANY OTHER ACCEPTABLE METHOD. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDED COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIAL CREATED AS A RESULT THEREOF.
  - IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

**EARTHWORK, GRADING AND PAVING (CONT')**

- THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS, BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER. NO UNDERCUT SHALL BE PERFORMED WITHOUT AUTHORIZATION FROM OWNER AND ASSIGNMENT OF AN EWO NUMBER.
- THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE.
- THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED. SEE PLAN DETAILS AND SPECIFICATIONS FOR SPECIAL SOIL DEPTHS IN BMP AREAS.
- THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"); IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT GREATER THICKNESSES, THEN A GREATER THICKNESS MAY BE SPECIFIED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY.
- EMBANKMENT MATERIAL WITHIN ROADWAY, DRIVEWAY, PARKING LOT AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-THREE PERCENT (93%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. EMBANKMENT MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM DESIGNATION D-1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER.
- THE SURFACE VEGETATION, TOPSOIL AND ANY OBVIOUSLY SOFT UNDERLYING SOIL SHOULD BE STRIPPED FROM ALL AREAS TO RECEIVE STRUCTURAL FILL. IF THE UNDERLYING SUBGRADE SOILS RUT DEEPER THAN ONE INCH UNDER THE CONSTRUCTION EQUIPMENT OR IF THE MOISTURE CONTENT EXCEEDS THAT NEEDED FOR PROPER COMPACTION, THE SOIL SHALL BE SCARIFIED, DRIED AND RECOMPACTED TO THE REQUIRED SPECIFICATIONS (SEE SECTION 301.03 OF THE IDOT SPECIFICATIONS).
- COMPLETED GRADING (FINISHED FINE GRADE) FOR PROPOSED PAVEMENT SUBGRADE AREAS, BUILDING PADS, AND YARD/OPEN SPACE AREAS SHALL BE WITHIN A TOLERANCE OF PLUS OR MINUS ONE-TENTH OF A FOOT (0.1') OF DESIGN SUBGRADE ELEVATIONS.
- THE SUBGRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOF-ROLLED BY THE CONTRACTOR IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE AND ANY UNSTABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE ENGINEER AND SOILS ENGINEER. ANY UNDERCUT AND REPLACE NECESSARY WILL BE MEASURED FOR PAVEMENT AT THE CONTRACT UNIT PRICE.

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DRAWING LAST SAVED: 5/28/2025 8:04 AM BY ALEXA  
PLOT FILE CREATED: 6/11/2025 10:17 AM BY ENGINEERING INTERN

PREPARED FOR:  
LISLE PARK DISTRICT  
1925 OHIO STREET  
LISLE, ILLINOIS 60532  
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NO. DATE DESCRIPTION			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

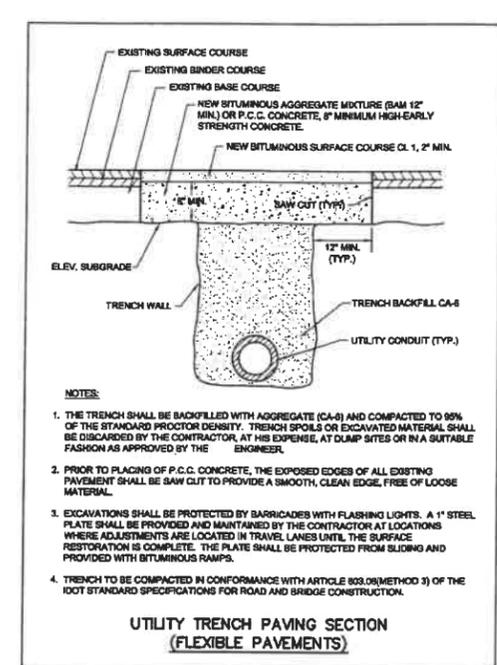
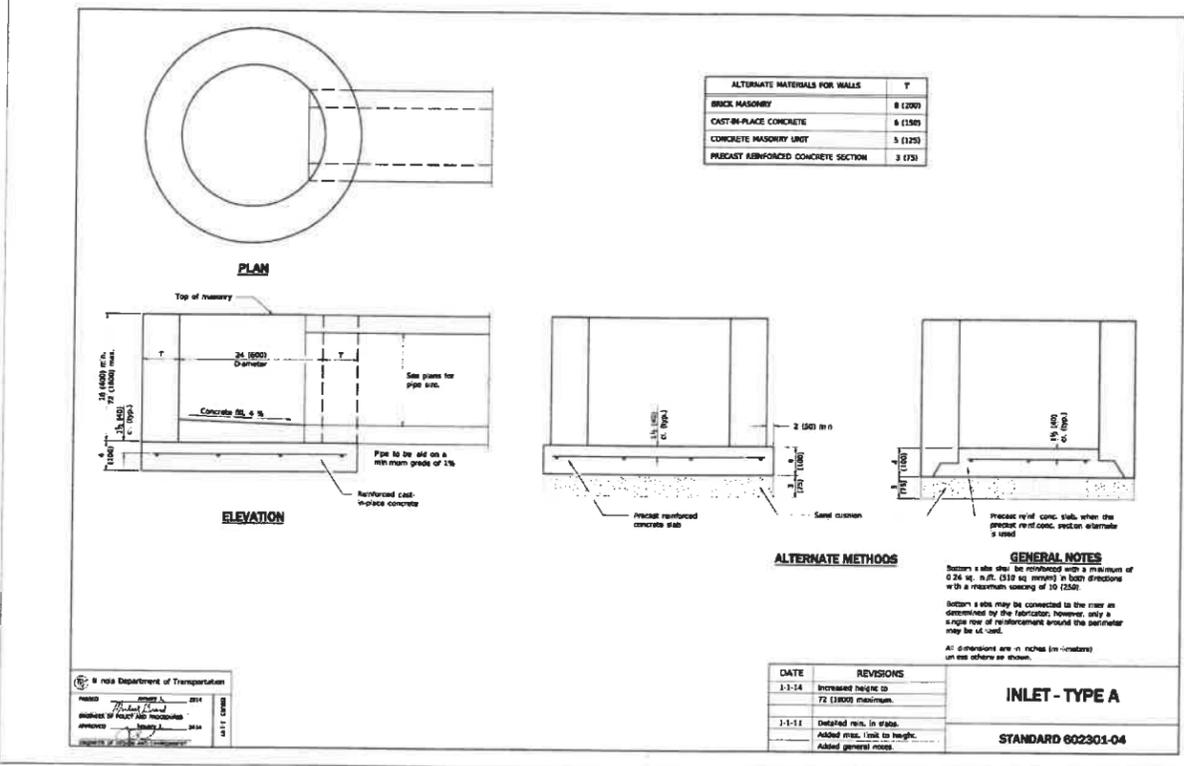
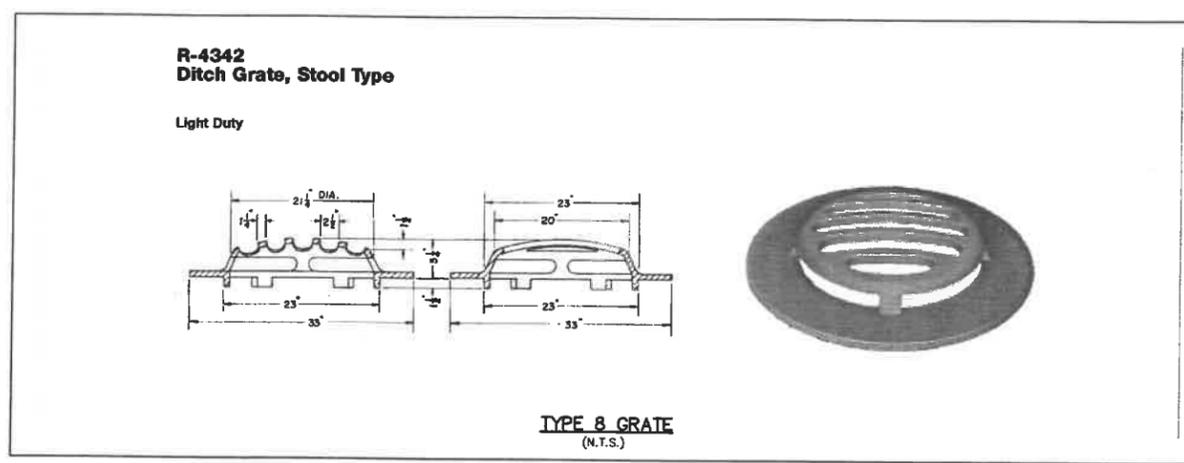
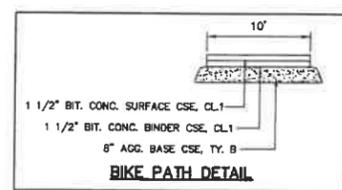
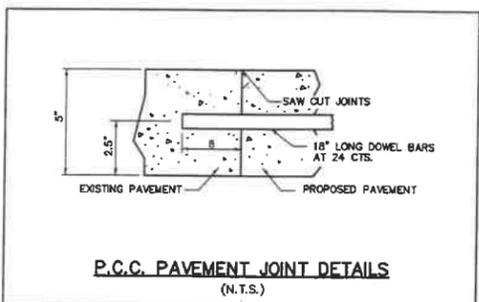
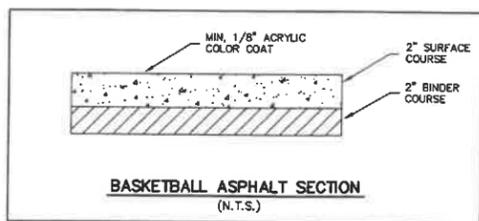
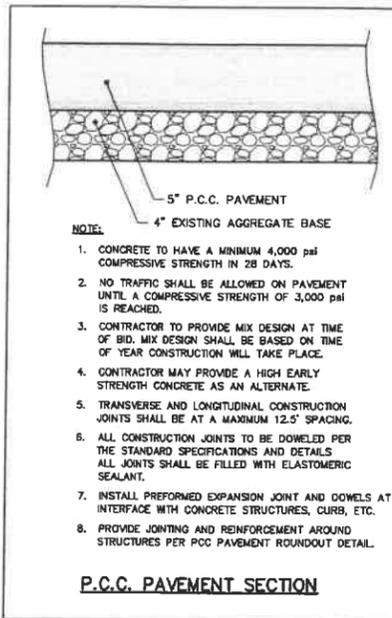
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**CONSTRUCTION SPECIFICATIONS – GENERAL NOTES**

**COMMUNITY PARK BASKETBALL AND SKATE PARK RENOVATIONS**

FILE NAME: GENNOTES	DSGN. BY: MAM	JOB NO.: 753.015	FLD. BK./PG.: ---	SHEET NO.
DIR: 753013	DRN. BY: JM	DATE: 05-XX-25	SCALE: 1" = NONE	02 of 09

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PREPARED FOR:  
LISLE PARK DISTRICT  
1925 OHIO STREET  
LISLE, ILLINOIS 60532  
(630) 964-3410



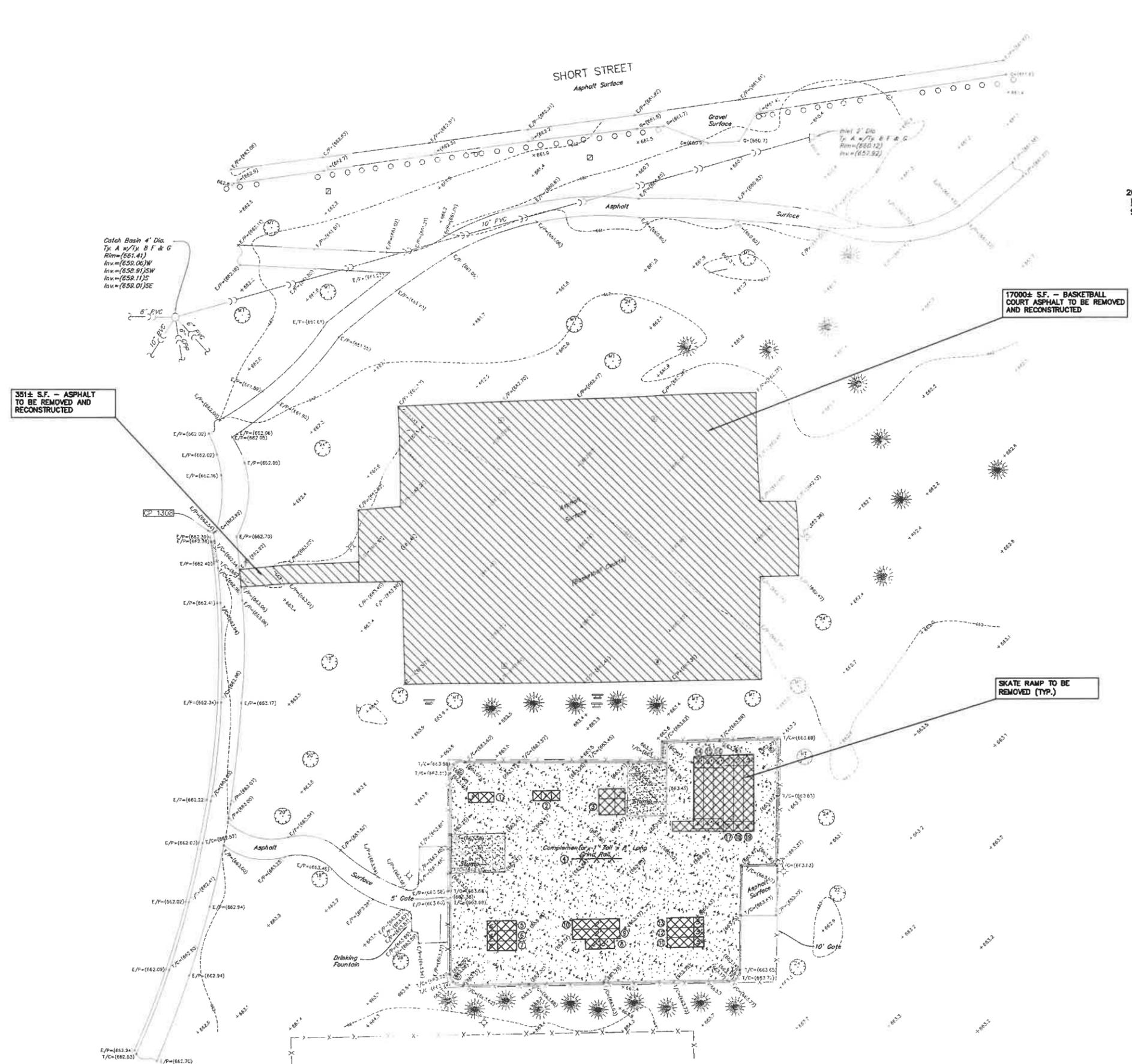
PREPARED BY:  
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Consulting Engineers, Land Surveyors & Planners  
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NO.		DATE		DESCRIPTION		REVISIONS	
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION	NO.	DATE
1	06-11-25/MAM	REVISED PER CLIENT REVIEW					

CONSTRUCTION DETAILS  
**COMMUNITY PARK BASKETBALL AND SKATE PARK RENOVATIONS**

FILE NAME: DETAILS	DSGN. BY: MAM	JOB NO.: 753.015	FLD. BK./PG.: ---	SHEET NO. 03 of 09
DIR: 753013	DRN. BY: JM	DATE: 05-XX-25	SCALE: 1" = N.T.S.	

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351± S.F. - ASPHALT TO BE REMOVED AND RECONSTRUCTED

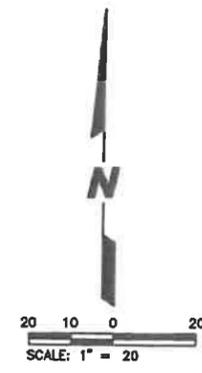
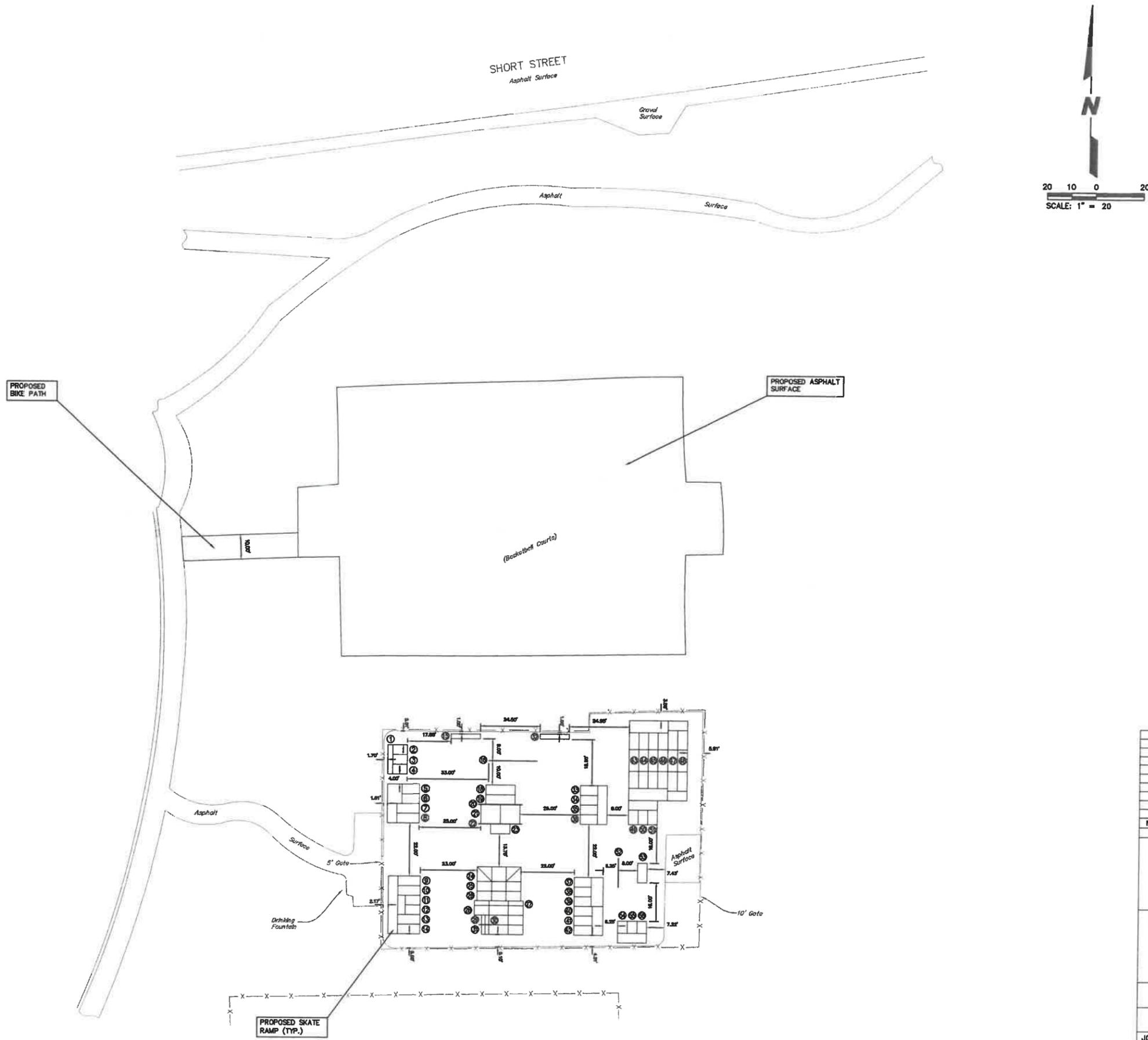
17000± S.F. - BASKETBALL COURT ASPHALT TO BE REMOVED AND RECONSTRUCTED

SKATE RAMP TO BE REMOVED (TYP.)

- LEGEND**
-  SKATE RAMP REMOVAL
  -  ASPHALT REMOVAL
  -  SKATE RAIL REMOVAL

NO.	DATE	DESCRIPTION
REVISIONS		
PREPARED FOR:		
LISLE PARK DISTRICT 1925 OHIO STREET LISLE, ILLINOIS 60532 (630) 964-3410		
PREPARED BY:		
<b>CEMCON, Ltd.</b> Consulting Engineers, Land Surveyors & Planners 2280 White Oak Circle, Suite 100 Aurora, Illinois 60502-9675 Ph: 630.862.2100 Fax: 630.862.2199 E-Mail: info@cemcon.com Website: www.cemcon.com		
<b>DEMOLITION AND REMOVAL PLAN</b>		
<b>COMMUNITY PARK BASKETBALL AND SKATE PARK RENOVATIONS</b>		
JOB NO.: 753.015	DATE: 05-XX-25	SHEET NO.
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FILE NAME: DEMO	FLD. BK./PG.: ---	04 of 09
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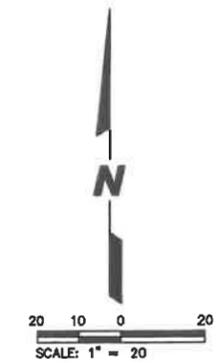
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PROPOSED SKATE RAMP (EQUIPMENT DIMENSIONS)					
Item	Obstacle	Height	Width	Length	Pro. Series
1	Grindbox (2' Wide)	2.5	2.0'	12.0'	
2	Bank Ramp (Wedge)	1.5	4.0'	6.0'	
3	Bank Ramp (Wedge)	1.5	4.0'	6.0'	
4	Bank Ramp (Wedge)	1.5	4.0'	6.0'	
5	Bank Ramp	3.0	4.0'	13.0'	
6	Bank Ramp	4.0	4.0'	13.0'	
7	Bank Ramp	4.0	4.0'	13.0'	
8	Bank Ramp	4.0	4.0'	13.0'	
9	Bank Ramp	4.0	4.0'	13.0'	
10	Bank Ramp	4.0	4.0'	13.0'	
11	Quarter Pipe	3	4.0'	13.0'	
12	Quarter Pipe	3.0	4.0'	13.0'	
13	Bank Ramp	4.0	4.0'	13.0'	
14	Bank Ramp	4.0	4.0'	13.0'	
15	Grindbox (2' Wide)	1.5	2.0	12.0'	
16	Grind Rail (Round)	1.0	2.0'	20.0'	
17	Spine	2.0	4.0'	12.0'	
18	Spine	2.0	4.0'	12.0'	
19	Grind Ledge	1.5	6"	16.0'	
20	Bank Ramp (Wedge)	2.0	6.0'	6.0'	
21	Bank Ramp (Wedge)	2.0	5.0'	6.0'	
22	Grind Rail (Knicked Round)	1.5	2"	16.0'	
23	Grindbox	1.0	4.0'	8.0'	
24	Pyramid Section (Wedge)	1.5	6.0'	16.0'	
25	Wedge, Flat, Wedge	1.5	4.0'	16.0'	
26	Wedge, Flat, Wedge	1.5	4.0'	16.0'	
27	Plaster (2' wide)	3/4"	2.0	20.0'	
28	Wedge, Flat, Wedge	1.5	4.0'	20.0'	
29	Wedge, Flat, Stair	1.5	4.0'	17.0'	
30	Grind Rail (Round)	1.5	2"	7.0'	
31	Wedge, Flat, Stair	1.5	4.0'	17.0'	
32	Grindbox (2' Wide)	1.5	2.0'	12.0'	
33	Quarter Pipe	4	4.0'	11.0'	
34	Quarter Pipe	4	4.0'	11.0'	
35	Quarter Pipe	4	4.0'	11.0'	
36	Quarter Pipe	4	4.0'	11.0'	
37	Quarter Pipe	4	4.0'	12.0'	
38	Quarter Pipe	4	4.0'	12.0'	
39	Quarter Pipe	4	4.0'	12.0'	
40	Quarter Pipe	5	4.0'	12.0'	
41	Quarter Pipe	5	4.0'	12.0'	
42	Quarter Pipe	5	4.0'	12.0'	
43	Half Pipe	4	4.0'	33.0'	
44	Half Pipe	4	4.0'	33.0'	
45	Half Pipe	4	4.0'	33.0'	
46	Half Pipe	4	4.0'	33.0'	
47	Half Pipe	5	4.0'	33.0'	
48	Half Pipe	5	4.0'	33.0'	
49	Bank Ramp (Wedge)	2	4.0'	16.0'	
50	Bank Ramp (Wedge)	2	4.0'	16.0'	
51	Bank Ramp (Wedge)	2	4.0'	16.0'	
52	Grind Rail (Square)	10"	3"	12.0'	
53	Grindbox	6"	4.0'	6.0'	
54	Quarter Pipe	2	4.0'	6.0'	
55	Quarter Pipe	2	4.0'	6.0'	
56	Quarter Pipe	2	4.0'	6.0'	

NO.	DATE	DESCRIPTION
REVISIONS		
PREPARED FOR:		
LISLE PARK DISTRICT 1925 OHIO STREET LISLE, ILLINOIS 60532 (630) 964-3410		
PREPARED BY:		
<b>CEMCON, Ltd.</b> Consulting Engineers, Land Surveyors & Planners 2280 White Oak Circle, Suite 100 Aurora, Illinois 60502-9675 Ph: 630.862.2100 Fax: 630.862.2199 E-Mail: info@cemcon.com Website: www.cemcon.com		
<b>GEOMETRIC PLAN</b>		
<b>COMMUNITY PARK BASKETBALL AND SKATE PARK RENOVATIONS</b>		
JOB NO.: 753.015	DATE: 05-10-25	SHEET NO. <b>05 of 09</b>
DSGN. BY: MAM	DRN. BY: JM	
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N. 1668775.64, E. 1052770.99  
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TY. A w/TY. B GR.  
RM = 662.1  
INV. = 659.63  
(CONTRACTOR TO VERIFY)

351± SF PROPOSED BIKE PATH  
(SEE DETAIL, SHEET 2)

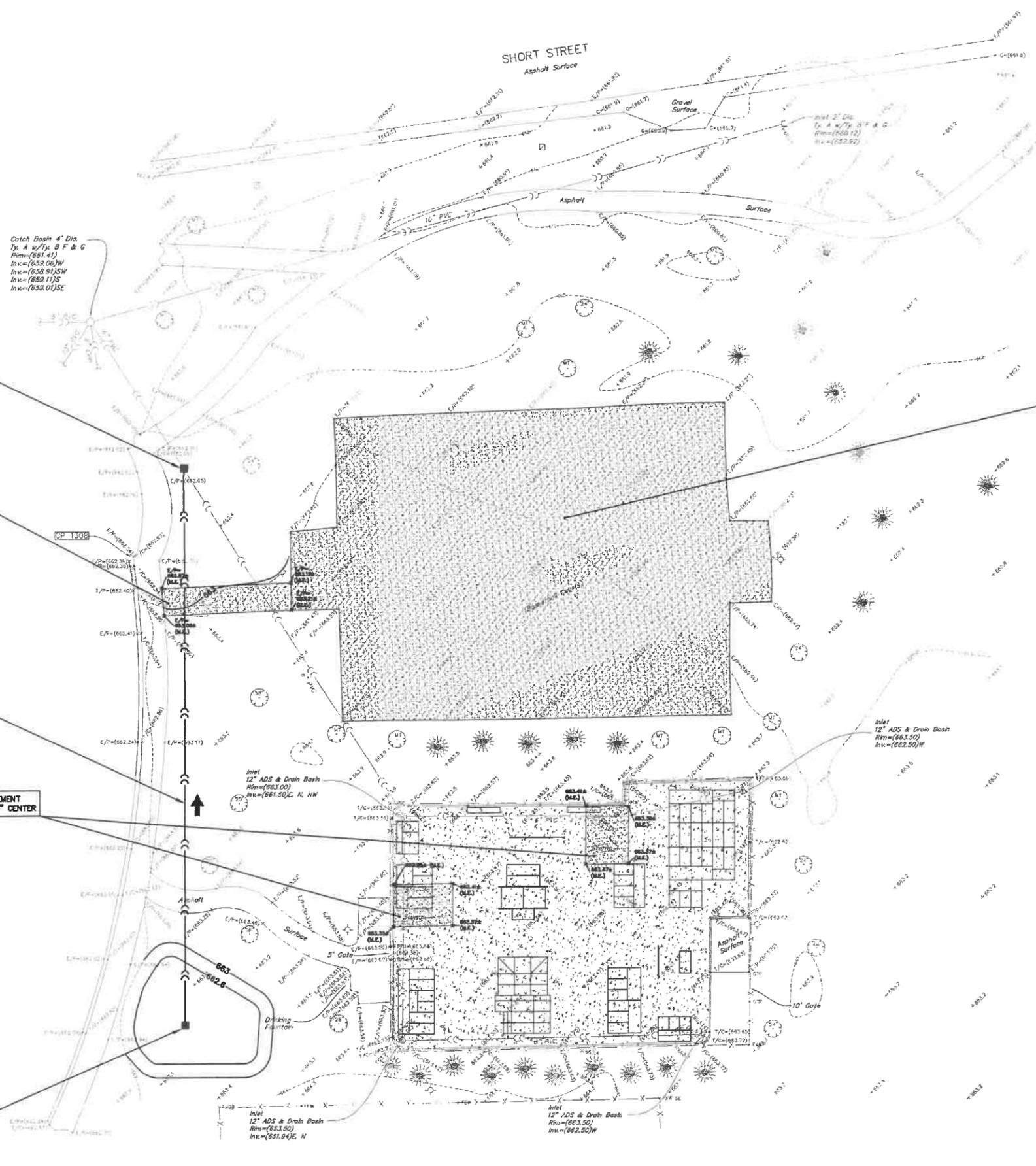
204 LF.-8" P.V.C.  
SDR 26 @ 0.36%

670± SF PROPOSED P.C.C. PAVEMENT  
SURFACE, BAR INTO EXISTING 24" CENTER

N. 1668571.64, E. 1052771.65  
INLET NO. 2  
TY. A w/TY. B GR.  
RM = 662.1  
INV. = 660.40

Catch Basin 4' Dia.  
Ty. A w/Ty. B F & G  
Rim=(661.41)  
Inv=(659.06)W  
Inv=(658.91)SW  
Inv=(659.11)S  
Inv=(659.01)SE

17000± SF PROPOSED ASPHALT  
SURFACE



**LEGEND**

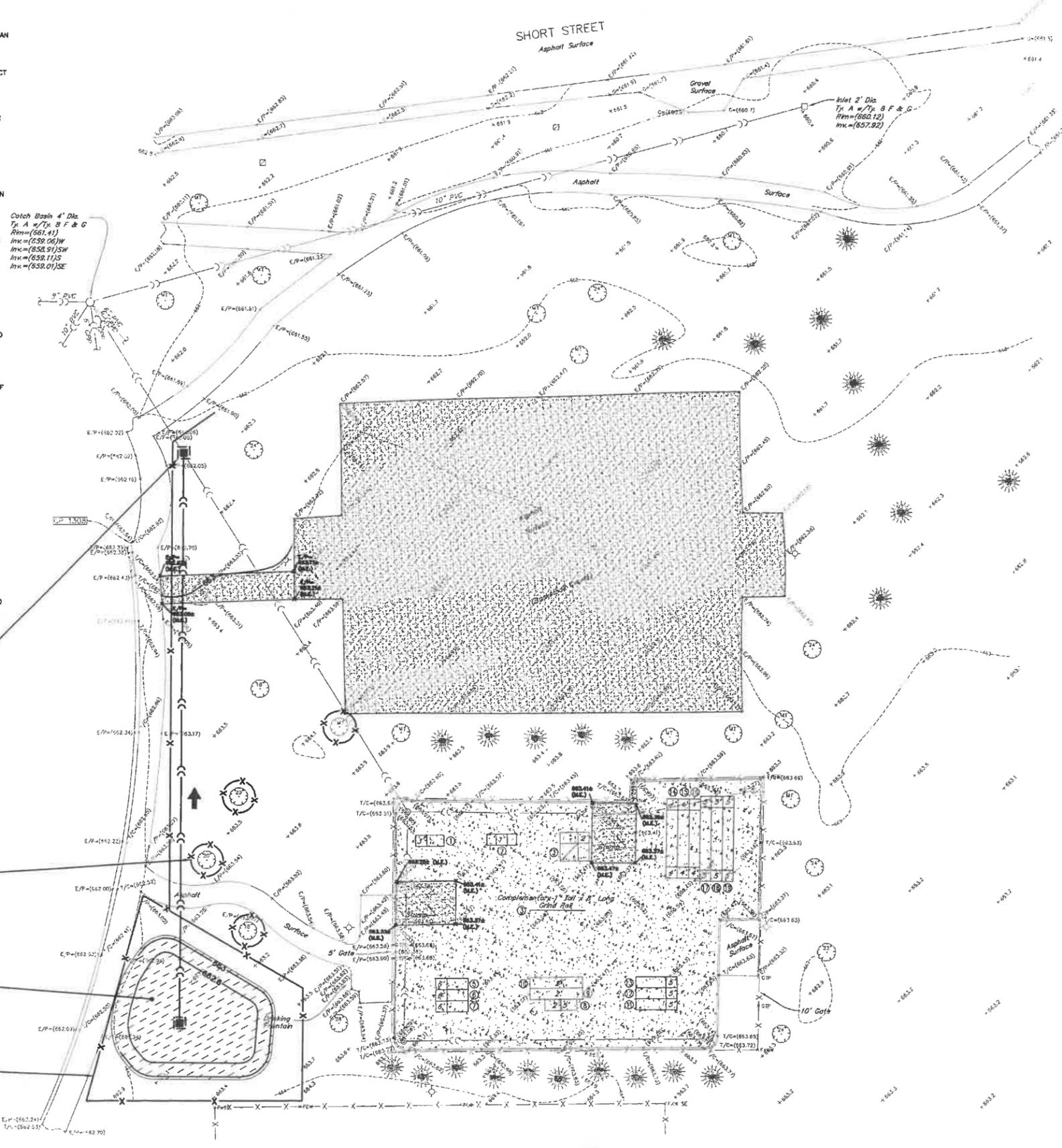
EXISTING	PROPOSED	DESCRIPTION
○	■	CATCH BASIN
□	■	INLET
—○—	—○—	DRAIN
—○—	—○—	STORM SEWER
(ELEV)	ELEV	CONTOURS
—	—	ELEVATIONS
⊠	→	STREET LIGHT
	→	OVERFLOW ROUTE
	⊠	INLET PROTECTOR

NO.	DATE	DESCRIPTION
REVISIONS		
PREPARED FOR:		
LISLE PARK DISTRICT 1925 OHIO STREET LISLE, ILLINOIS 60532 (630) 964-3410		
PREPARED BY:		
<b>CEMCON, Ltd.</b> Consulting Engineers, Land Surveyors & Planners 2280 White Oak Circle, Suite 100 Aurora, Illinois 60502-9875 Ph: 630.862.2100 Fax: 630.862.2199 E-Mail: info@cemcon.com Website: www.cemcon.com		
<b>DRAINAGE &amp; GRADING PLAN</b>		
<b>COMMUNITY PARK BASKETBALL &amp; SKATE PARK RENOVATIONS</b>		
JOB NO.: 753.015	DATE: 05-XX-25	SHEET NO. <b>06 of 09</b>
DSGN. BY: MAM	DRN. BY: JM	
FILE NAME: GRADE	FLD. BK./PG.: ---	
DIR: 753013	SCALE: 1" = 20'	

**NOTES:**

1. ALL STOCKPILED MATERIALS MUST BE PLACED ABOVE THE 100 YR FLOODPLAIN.
2. COMPENSATORY STORAGE SHALL BE OPERATIONAL PRIOR TO PLACEMENT OF FILL OR STRUCTURES WITHIN THE REGULATORY FLOODPLAIN.
3. GRADING IN THE FLOODPLAIN AREAS SHALL BE DONE IN A MANNER THAT MAINTAINS EXISTING FLOODPLAIN STORAGE AT ALL TIMES.
4. STORAGE OF FLAMMABLE, TOXIC OR EXPLOSIVE MATERIALS SHALL NOT BE PERMITTED WITHIN THE PROJECT LIMITS.
5. NO OVERNIGHT PARKING OF VEHICLES IS ALLOWED IN THE FLOODWAY.
6. ANY BMP'S UTILIZED IN THE FIELD THAT DEVIATES FROM PROPOSED AND APPROVED PLAN WILL BE UPDATED IN THE SWPPP LOCATED ON SITE.
7. CONCRETE WASHOUT TO BE FIELD DETERMINED AND RE-LOCATED AS NECESSARY.
8. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL ERECT ALL PERIMETER SILT FENCE IN ACCORDANCE WITH THE STANDARD DETAILS AND SHALL MAINTAIN THE SILT FENCE UNTIL COMPLETION OF ALL GRADING OPERATIONS.
9. WHEN FINAL GRADING IS COMPLETE, ALL AREAS SHALL BE SEEDED WITHIN 7 DAYS.
10. THE CONTRACTORS SHALL BE RESPONSIBLE ON A DAILY BASIS TO CLEAN THE MUD OR DEBRIS DEPOSITED ON ADJACENT STREETS AS A RESULT OF THEIR CONSTRUCTION OPERATIONS AND TO PROVIDE DUST CONTROL WHEN REQUESTED BY THE OWNER'S REPRESENTATIVE.
11. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN 1 WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE BUT NO LATER THAN 7 DAYS FROM THE INITIATION OF THE STABILIZATION WORK IN AN AREA.
12. STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES (I.E. PERIMETER SILT FENCE). STOCKPILES TO REMAIN IN PLACE FOR 30 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING.
13. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL REVISED FEBRUARY 2002.
14. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED AT THE ADJACENT LISLE PARK DISTRICT OFFICE, 925 OHIO ST.
15. PRIOR TO COMMENCING LAND-DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING BUT NOT LIMITED TO, ADDITIONAL PHASES OF DEVELOPMENT AND OFF-SITE BORROW OR WASTE AREAS) A SUPPLEMENTARY EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE OWNER FOR REVIEW BY THE KOSWCD.
16. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE KOSWCD.
17. DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
18. SILT FENCE IS TO BE INSTALLED AROUND STORMWATER FACILITIES UPON COMPLETION OF FACILITIES AND REMAIN IN PLACE UNTIL THE CONTRIBUTING AREA IS STABILIZED.
19. ONCE THE CONTRIBUTING AREAS TO THE STORMWATER FACILITIES ARE STABILIZED, THE BASINS SHALL BE CLEANED OUT AND THE FINAL PROPOSED GRADE SHALL BE ACHIEVED.
20. TOPSOIL TO BE STRIPPED ON ENTIRE SITE DURING MASS GRADING.
21. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND FOLLOWING 1/2" OR GREATER RAIN EVENTS.
22. THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WINTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.
23. IT IS THE RESPONSIBILITY OF THE LANDOWNER AND/OR GENERAL CONTRACTOR TO INFORM ANY SUB-CONTRACTOR(S) WHO MAY PERFORM WORK ON THIS PROJECT, OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING THESE EROSION CONTROL PLANS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS SET FORTH BY THE ILLINOIS EPA.
24. CONCRETE WASHOUT SHOULD BE CONTAINED AT ALL TIMES. WASHOUT MATERIAL SHOULD NOT BE ALLOWED TO ENTER STORM SEWERS OR LEACH INTO THE SOIL UNDER ANY CIRCUMSTANCES. ANY WASTE SHOULD BE DISPOSED OF PROPERLY AND THE LOCATION OF THE WASHOUT SHOULD BE DESIGNATED WITH PROPER SIGNAGE.
25. ALL DISCHARGE LOCATIONS SHOULD BE MONITORED CLOSELY FOR EVIDENCE OF SEDIMENT. SEDIMENT SHOULD NOT BE ALLOWED TO LEAVE THE SITE UNDER ANY CIRCUMSTANCES.

Catch Basin 4' Dia  
T<sub>x</sub> A w/ T<sub>x</sub> B F & G  
R<sub>in</sub>=(661.41)  
R<sub>out</sub>=(659.06)W  
R<sub>in</sub>=(658.91)SW  
R<sub>in</sub>=(659.11)S  
R<sub>in</sub>=(659.01)SE



CONSTRUCTION SCHEDULE	
AUGUST 2025	SITE MOBILIZATION
AUGUST 2025	INSTALLATION OF ALL EROSION AND SEDIMENT CONTROL MATERIALS AS NOTED ON THIS PLAN
AUGUST 2025	VILLAGE INSPECTION OF ALL EROSION AND SEDIMENT CONTROL MATERIALS
AUGUST 2025	BEGUN EARTHWORK AND UTILITY WORK
SEPTEMBER 2025	PAVING
END SEPTEMBER 2025	FINAL STABILIZATION
SEPTEMBER-OCTOBER 2025	FINAL INSPECTION

LEGEND		
EXISTING	PROPOSED	DESCRIPTION
		CATCH BASIN INLET
		STORM SEWER
		SILT FENCE w/MAINTENANCE
		INLET PROTECTOR - FABRIC DROP PLAN
		TREE PROTECTION FENCING
		SC-150 MIN. EROSION CONTROL BLANKET AND SEED. ALL OTHER AREAS SHALL BE SEEDED WITH STRAW MULCH.

INLET PROTECTION - FABRIC DROP PLAN (TYP.)

TREE PROTECTION (TYP.)

2342± S.F. - SC-150 MIN. EROSION CONTROL BLANKET AND SEED.

447± L.F. - SILT FENCE w/MAINTENANCE (SEE SWPPP DETAILS SHEET B)

NO.	DATE	DESCRIPTION
REVISIONS		
PREPARED FOR:		
LISLE PARK DISTRICT 1925 OHIO STREET LISLE, ILLINOIS 60532 (630) 964-3410		
PREPARED BY:		
<b>CEMCON, Ltd.</b>		
Consulting Engineers, Land Surveyors & Planners 2280 White Oak Circle, Suite 100 Aurora, Illinois 60502-9675 Ph: 630.862.2100 Fax: 630.862.2199 E-Mail: info@cemcon.com Website: www.cemcon.com		
<b>STORMWATER POLLUTION PREVENTION PLAN</b>		
<b>COMMUNITY PARK BASKETBALL AND SKATE PARK RENOVATIONS</b>		
JOB NO.: 753.015	DATE: 05-XX-25	SHEET NO. <b>07 of 09</b>
DSGN. BY: MAM	DRN. BY: JM	
FILE NAME: SOILERO	FLD. BK./PG.: ---	
DIR: 753013	SCALE: 1" = 20'	

PLOT FILE CREATED: 6/11/2025 10:17 AM BY ENGINEERING INTERN. DRAWING LAST SAVED: 5/28/2025 12:17 PM BY ALEXM. DRAWING PATH: P:\753015\DWG\ING\DRAWINGS\FINAL\_DRAWING\_SOILERO.DWG



STORMWATER POLLUTION PREVENTION PLAN

THIS STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN PREPARED TO COMPLY WITH THE PROVISIONS OF THE GENERAL NPDES PERMIT NUMBER LR10 ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES.

THE PERMITTEE MUST COMPLY WITH ALL CONDITIONS OF THE GENERAL PERMIT. ANY PERMIT NON-COMPLIANCE CONSTITUTES A VIOLATION OF THE ILLINOIS ENVIRONMENTAL PROTECTION ACT AND CLEAN WATER ACT AND IS GROUNDS FOR ENFORCEMENT ACTION, FOR PERMIT TERMINATION, REVOCATION AND REISSUANCE OR MODIFICATION, OR FOR DENIAL OF A PERMIT RENEWAL APPLICATION.

ALL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO ANY WORK COMMENCING. NO STOCKPILES ARE ALLOWED WITHIN THE LIMITS OF FLOODPLAIN, WETLANDS AND WETLAND BUFFER AREAS.

1. SITE DESCRIPTION

- a. THE FOLLOWING IS A DESCRIPTION OF THE CONSTRUCTION ACTIVITY WHICH IS THE SUBJECT OF THIS PLAN:
- b. THE PROJECT IS A REGRADING PROJECT OF AN EXISTING BASEBALL FIELD.
- c. THE FOLLOWING IS A DESCRIPTION OF THE INTENDED SEQUENCE OF MAJOR ACTIVITIES WHICH WILL DISTURB SOILS FOR MAJOR PORTIONS OF THE CONSTRUCTION SITE:
  - c. SOIL EROSION CONTROL MEASURES INSTALLATION.
  - b. SITE GRADING AND STOCKPILING OPERATIONS.
  - c. INSTALLATION OF SITE UTILITIES.
  - d. TOPSOIL PLACEMENT, FINE GRADING AND VEGETATIVE RESTORATION.
- d. THE TOTAL AREA OF THE PROJECT IS ESTIMATED TO BE APPROXIMATELY 0.12 +/- ACRES. THE TOTAL AREA OF THE PROJECT ESTIMATED TO BE DISTURBED BY EXCAVATION, GRADING, OR OTHER ACTIVITIES IS APPROXIMATELY 0.12 +/- ACRES.
- e. THE ESTIMATED RUNOFF CURVE NUMBER OF THE PROJECT SITE AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED IS 61. INFORMATION DESCRIBING THE SOILS AT THE SITE IS CONTAINED IN THE SOILS REPORT(S) FOR THE PROJECT ON FILE WITH THE OWNER/DEVELOPER.
- f. THESE PLAN DOCUMENTS CONTAIN SITE MAP(S) INDICATING DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER MAJOR GRADING ACTIVITIES, AREAS OF MAJOR SOIL DISTURBANCE, THE LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE AND CONTROLS TO PREVENT OFF-SITE SEDIMENT TRACK-OUT FROM THE LOCATION OF MAJOR STRUCTURAL AND NON-STRUCTURAL CONTROLS IDENTIFIED IN THE PLAN, THE LOCATION OF AREAS WHERE STABILIZATION PRACTICES ARE EXPECTED TO OCCUR, LOCATION OF ON-SITE OR OFF-SITE SOIL STOCKPILING OR MATERIAL STORAGE, SURFACE WATERS (INCLUDING WETLANDS), AND LOCATIONS WHERE STORMWATER IS DISCHARGED TO A SURFACE WATER.
- g. THE IMMEDIATE RECEIVING WATER IS THE EAST BRANCH OF THE DUPAGE RIVER.

2. CONTROLS

THIS SECTION OF THE PLAN ADDRESSES THE VARIOUS CONTROLS THAT WILL BE IMPLEMENTED FOR EACH OF THE MAJOR CONSTRUCTION ACTIVITIES DESCRIBED IN 1.B. ABOVE. FOR EACH MEASURE DISCUSSED, THE CONTRACTORS AND SUB-CONTRACTORS WILL BE RESPONSIBLE FOR ITS IMPLEMENTATION AS INDICATED. EACH SUCH CONTRACTOR OR SUB-CONTRACTOR MUST SIGN THE REQUIRED CERTIFICATION ON THIS PLAN.

A. EROSION AND SEDIMENT CONTROLS

THE PERMITTEE SHALL DESIGN, INSTALL AND MAINTAIN EFFECTIVE EROSION CONTROLS AND SEDIMENT CONTROLS TO MINIMIZE THE DISCHARGE OF POLLUTANTS. AT A MINIMUM, SUCH CONTROLS MUST BE DESIGNED, INSTALLED AND MAINTAINED TO:

- a. CONTROL STORMWATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION;
- b. CONTROL STORMWATER DISCHARGES, INCLUDING BOTH PEAK FLOWRATES AND TOTAL STORM WATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND TO MINIMIZE DOWNSTREAM CHANNEL AND STREAMBANK EROSION;
- c. MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY THROUGH THE USE OF PROJECT PHASING OR OTHER APPROPRIATE TECHNIQUES;
- d. MINIMIZE THE DISTURBANCE OF STEEP SLOPES;
- e. MINIMIZE SEDIMENT DISCHARGES FROM THE SITE. THE DESIGN, INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS MUST ADDRESS FACTORS SUCH AS THE AMOUNT, FREQUENCY, INTENSITY AND DURATION OF PRECIPITATION, THE NATURE OF RESULTING STORM WATER RUNOFF AND SOIL CHARACTERISTICS, INCLUDING THE RANGE OF SOIL PARTICLE SIZES EXPECTED TO BE PRESENT ON THE SITE;
- f. PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, UNLESS INFEASIBLE;
- g. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL;
- h. MINIMIZE SEDIMENT TRACK-OUT. WHERE SEDIMENT HAS BEEN TRACKED-OUT FROM THE SITE ONTO PAVED ROADS, SIDEWALKS, OR OTHER PAVED AREAS OUTSIDE THE SITE, REMOVE THE DEPOSITED SEDIMENT BY THE END OF THE SAME BUSINESS DAY IN WHICH THE TRACK-OUT OCCURS OR BY THE END OF THE NEXT BUSINESS DAY IF TRACK-OUT OCCURS ON A NON-BUSINESS DAY. REMOVE THE TRACK-OUT BY SWEEPING, SHOVELING, OR VACUUMING THESE SURFACES OR BY USING OTHER SIMILARLY EFFECTIVE METHODS. SWEEPING OR VACUUMING OF TRACK-OUT TRACKED-OUT SEDIMENT INTO ANY STORMWATER CONVEYANCE, STORM DRAIN INLET, OR WATER OF THE U.S. IS PROHIBITED.
- i. MINIMIZE DUST. ON AREAS OF EXPOSED SOILS, MINIMIZE THE GENERATION OF DUST THROUGH THE APPROPRIATE APPLICATION OF WATER OR OTHER DUST SUPPRESSION TECHNIQUES.

B. STABILIZATION PRACTICES

THE STORM WATER POLLUTION PREVENTION PLAN SHALL INCLUDE A DESCRIPTION OF INTERIM AND PERMANENT STABILIZATION PRACTICES, INCLUDING SITE-SPECIFIC SCHEDULING OF THE IMPLEMENTATION OF THE PRACTICES. SITE PLANS SHOULD ENSURE THAT EXISTING VEGETATION IS PRESERVED WHERE PRACTICABLE AND THE DISTURBED PORTIONS OF THE SITE ARE STABILIZED. STABILIZATION PRACTICES MAY INCLUDE: TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, GEOTEXTILES, SOO STABILIZATION, VEGETATIVE BUFFER STRIPS, PROTECTION OF TREES, PRESERVATION OF NATIVE VEGETATION, STAGED OR STAGGERED DEVELOPMENT, AND OTHER APPROPRIATE MEASURES. A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE CONSTRUCTION SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED AND COMPLETED ON ANY PORTION OF THE SITE AND WILL NOT BE USED FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE, OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT BE USED FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN 1 WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NOT LATER THAN 14 DAYS FROM THE INITIATION OF STABILIZATION WORK IN AN AREA. EXCEPTIONS TO THESE TIME FRAMES ARE SPECIFIED AS PROVIDED IN PARAGRAPHS (c) AND (b) BELOW.

- a. WHERE THE INITIATION OF STABILIZATION MEASURES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
- b. ON AREAS WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED AND WILL RESUME AFTER 14 DAYS, A TEMPORARY STABILIZATION MEASURE, INCLUDING BUT NOT LIMITED TO TEMPORARY STABILIZATION TECHNIQUES AND MATERIALS SHALL BE DESCRIBED IN THE SWPPP.
- c. STABILIZATION IS NOT REQUIRED FOR DOT POINTS AT LINEAR UTILITY CONSTRUCTION SITES THAT ARE ONLY EPISODICALLY AND FOR VERY SHORT DURATIONS OVER THE LIFE OF THE PROJECT, PROVIDED OTHER DOT POINT CONTROLS ARE IMPLEMENTED TO

MINIMIZE SEDIMENT TRACK-OUT.

THE FOLLOWING INTERIM AND PERMANENT STABILIZATION PRACTICES, AS A MINIMUM, WILL BE IMPLEMENTED TO STABILIZE THE DISTURBED AREA OF THE SITE:

- RIP-RAP
- VEGETATIVE STABILIZATION
- MULCH
- EROSION CONTROL BLANKET-TEMPORARY AND PERMANENT
- MINIMIZATION OF SOIL DISTURBANCE

C. STRUCTURAL PRACTICES

A DESCRIPTION OF STRUCTURAL PRACTICES UTILIZED TO DIVERT FLOWS FROM EXPOSED SOILS, STORE FLOWS OR OTHERWISE LIMIT RUNOFF AND THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SUCH PRACTICES MAY INCLUDE SILT FENCES, EARTH DIKES, DRAINAGE SWALES, SEDIMENT TRAPS, CHECK DAMS, SUBSURFACE DRAINS, PIPE SLOPE DRAINS, LEVEL SPREADERS, STORM DRAIN INLET PROTECTION, ROCK OUTLET PROTECTION, RETENTION SOIL RETAINING SYSTEMS, GABIONS, OR TEMPORARY OR PERMANENT SEDIMENT BASINS. STRUCTURAL PRACTICES SHOULD BE PLACED ON UPLAND SOILS TO THE DEGREE PRACTICABLE. THE INSTALLATION OF THESE DEVICES MAY BE SUBJECT TO SECTION 404 OF THE CWA.

THE FOLLOWING DESIGN REQUIREMENTS APPLY TO SEDIMENT BASINS IF SUCH STRUCTURAL PRACTICES WILL BE INSTALLED TO REDUCE SEDIMENT CONCENTRATIONS IN STORM WATER DISCHARGES:

- a. WHEN DISCHARGING FROM THE SEDIMENT BASIN, UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE IN ORDER TO MINIMIZE THE DISCHARGE.
- b. PREVENT EROSION OF THE SEDIMENT BASIN USING STABILIZATION CONTROLS (E.G. EROSION CONTROL BLANKETS), AT THE INLET AND OUTLET USING EROSION CONTROLS AND VELOCITY DISSIPATION DEVICES.
- c. SEDIMENT BASINS SHALL BE DESIGNED TO FACILITATE MAINTENANCE, INCLUDING SEDIMENT REMOVAL FROM THE BASINS, AS NECESSARY.

THE FOLLOWING REQUIREMENTS APPLY TO PROTECTING STORM DRAIN INLETS:

- a. INSTALL INLET PROTECTION MEASURES THAT REMOVE SEDIMENT FROM DISCHARGES PRIOR TO ENTRY INTO ANY STORM DRAIN INLET THAT CARRIES STORMWATER FLOW FROM THE SITE TO A WATER OF THE U.S., PROVIDED THAT AUTHORITY HAS BEEN GRANTED TO ACCESS THE STORM DRAIN.
- b. CLEAN OR REMOVE AND REPLACE, THE PROTECTION MEASURES AS SEDIMENT ACCUMULATES, THE FILTER BECOMES CLOGGED, AND/OR PERFORMANCE IS COMPROMISED, WHERE THERE IS EVIDENCE OF SEDIMENT ACCUMULATION ADJACENT TO THE INLET PROTECTION MEASURE, REMOVE THE DEPOSITED SEDIMENT BY THE END OF THE FOLLOWING BUSINESS DAY IN WHICH IT IS FOUND OR BY THE END OF THE FOLLOWING BUSINESS DAY IF REMOVAL BY THE SAME BUSINESS DAY IS NOT FEASIBLE.

PROVIDED BELOW IS A DESCRIPTION OF STRUCTURAL PRACTICES THAT WILL BE IMPLEMENTED AND MAINTAINED, TO THE DEGREE ATTAINABLE, TO DIVERT FLOWS FROM EXPOSED SOILS, STORE FLOWS OR OTHERWISE LIMIT RUNOFF AND THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. THE INSTALLATION OF THESE DEVICES MAY BE SUBJECT TO SECTION 404 OF THE CWA:

- INLET PROTECTORS ON STORM DRAINS
- SILT FENCE
- SEDIMENT DIKES AND DITCH CHECKS
- STABILIZED CONSTRUCTION ENTRANCE

D. USE OF CHEMICAL TREATMENTS

IDENTIFY THE USE OF ALL POLYMER FLOCCULANTS OR TREATMENT CHEMICALS AT THE SITE. DOSAGE OF TREATMENT CHEMICALS SHALL BE IDENTIFIED ALONG WITH ANY INFORMATION FROM ANY MATERIAL SAFETY DATA SHEET. DESCRIBE THE LOCATION OF ALL STORAGE AREAS FOR CHEMICALS. INCLUDE ANY INFORMATION FROM THE MANUFACTURER'S SPECIFICATIONS. TREATMENT CHEMICALS MUST BE STORED IN AREAS WHERE THEY WILL NOT BE EXPOSED TO PRECIPITATION. THE SWPPP MUST DESCRIBE PROCEDURES FOR USE OF TREATMENT CHEMICALS AND STAFF RESPONSIBLE FOR USE/APPLICATION OF TREATMENT CHEMICALS MUST BE TRAINED ON THE ESTABLISHED PROCEDURES.

USE OF POLYMER FLOCCULANTS IS NOT PROPOSED FOR THE SITE UNDER THIS PERMIT.

E. BEST MANAGEMENT PRACTICES FOR IMPAIRED WATERS

FOR ANY SITE WHICH DISCHARGES DIRECTLY TO AN IMPAIRED WATER IDENTIFIED ON THE AGENCY'S WEBSITE FOR 303(d) LISTING FOR SUSPENDED SOLIDS, TURBIDITY, OR SILTATION, THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE DESIGNED FOR A STORM EVENT EQUAL TO OR GREATER THAN A 25-YEAR 24-HOUR RAINFALL EVENT. IF REQUIRED BY FEDERAL REGULATIONS OR THE ILLINOIS URBAN MANUAL, THE STORM WATER POLLUTION PREVENTION PLAN SHALL ADHERE TO MORE RESTRICTIVE DESIGN CRITERIA. PLEASE REFER TO THE AGENCY'S WEBSITE.

F. POLLUTION PREVENTION

THE PERMITTEE SHALL DESIGN, INSTALL, IMPLEMENT, AND MAINTAIN EFFECTIVE POLLUTION PREVENTION MEASURES TO MINIMIZE THE DISCHARGE OF POLLUTANTS. AT A MINIMUM, SUCH MEASURES MUST BE DESIGNED, INSTALLED, IMPLEMENTED AND MAINTAINED TO:

- a. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
- b. MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE, AND OTHER MATERIALS PRESENT ON THE SITE TO PRECIPITATION AND TO STORM WATER. MINIMIZATION TO EXPOSURE IS NOT REQUIRED FOR ANY PRODUCT OR MATERIALS WHERE THE EXPOSURE TO PRECIPITATION AND TO STORMWATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS, OR WHEN EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSSES LITTLE RISK OF STORMWATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE).
- c. MINIMIZE THE EXPOSURE OF FUEL, OIL, HYDRAULIC FLUID AND OTHER PETROLEUM PRODUCTS BY STORING IN COVERED AREAS OR CONTAINMENT AREAS.
- d. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM SPILLS AND LEAKS AND IMPLEMENT CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEDURES.

G. OTHER CONTROLS

- a. WASTE DISPOSAL. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO WATERS OF THE UNITED STATES, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.
- b. THE PLAN SHALL ENSURE AND DEMONSTRATE COMPLIANCE WITH APPLICABLE STATE AND/OR LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS.
- c. FOR CONSTRUCTION SITES THAT RECEIVE CONCRETE OR ASPHALT FROM OFF-SITE LOCATIONS, THE PLAN MUST IDENTIFY AND INCLUDE APPROPRIATE CONTROLS AND MEASURES TO REDUCE OR ELIMINATE DISCHARGES FROM THESE ACTIVITIES.
- d. THE PLAN SHALL INCLUDE SILT RESPONSE PROCEDURES AND PROVISIONS FOR REPORTING IF THERE ARE RELEASES IN EXCESS OF REPORTABLE QUANTITIES.
- e. THE PLAN SHALL ENSURE THE REGULATED HAZARDOUS OR TOXIC WASTE MUST BE STORED AND DISPOSED IN ACCORDANCE WITH ANY APPLICABLE STATE AND FEDERAL REGULATIONS.

H. BEST MANAGEMENT PRACTICES FOR POST-CONSTRUCTION STORM WATER MANAGEMENT

DESCRIBE THE MEASURES THAT WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORM WATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED. STRUCTURAL MEASURES SHOULD BE PLACED ON UPLAND SOILS TO THE DEGREE ATTAINABLE. THE INSTALLATION

OF THESE DEVICES MAY BE SUBJECT TO SECTION 404 OF THE CWA. THIS PERMIT ONLY ADDRESSES THE INSTALLATION OF STORM WATER MANAGEMENT MEASURES AND NOT THE ULTIMATE OPERATION AND MAINTENANCE OF SUCH STRUCTURES AFTER THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND THE SITE HAS UNDERGONE FINAL STABILIZATION. PERMITTEES ARE RESPONSIBLE FOR ONLY THE INSTALLATION AND MAINTENANCE OF STORM WATER MANAGEMENT MEASURES PRIOR TO FINAL STABILIZATION OF THE SITE AND ARE NOT RESPONSIBLE FOR MAINTENANCE AFTER STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY HAVE BEEN ELIMINATED FROM THE SITE.

WHILE NOT MANDATORY, IT IS ADVISABLE THAT THE PERMITTEE CONSIDER INCLUDING IN ITS STORM WATER POLLUTION PREVENTION PLAN AND DESIGN AND CONSTRUCTION PLANS METHODS OF POST-CONSTRUCTION STORM WATER MANAGEMENT TO RETAIN THE GREATEST AMOUNT OF POST-CONSTRUCTION STORM WATER RUNOFF PRACTICABLE, GIVEN THE SITE AND PROJECT CONSTRAINTS. SUCH PRACTICES MAY INCLUDE BUT ARE NOT LIMITED TO: STORM WATER DETENTION STRUCTURES (INCLUDING WET POUNDS); STORM WATER RETENTION STRUCTURES; FLOW ATTENUATION BY USE OF OPEN VEGETATED SWALES AND NATURAL CHANNELS; INFILTRATION OF RUNOFF ON-SITE; AND SEQUENTIAL SYSTEMS (WHICH COMBINE SEVERAL PRACTICES). TECHNICAL INFORMATION ON MANY POST-CONSTRUCTION STORM WATER MANAGEMENT PRACTICES IS INCLUDED IN THE ILLINOIS URBAN MANUAL (2017). THE STORM WATER POLLUTION PREVENTION PLAN SHALL INCLUDE AN EXPLANATION OF THE TECHNICAL BASIS USED TO SELECT THE PRACTICES TO CONTROL POLLUTION WHERE POST-CONSTRUCTION FLOWS WILL EXCEED PREDEVELOPMENT LEVELS.

VELOCITY DISSIPATION DEVICES SHALL BE PLACED AT DISCHARGE LOCATIONS AND ALONG THE LENGTH OF ANY OUTFALL CHANNEL, AS NECESSARY TO PREVENT NON-EROSIVE VELOCITY FLOW FROM THE STRUCTURE TO A WATER COURSE SO THAT THE NATURAL PHYSICAL AND BIOLOGICAL CHARACTERISTICS AND FUNCTIONS ARE MAINTAINED AND PROTECTED (E.G. MAINTENANCE OF HYDROLOGIC CONDITIONS, SUCH AS THE HYDROPERMEABILITY AND HYDRODYNAMICS PRESENT PRIOR TO THE INITIATION OF CONSTRUCTION ACTIVITIES).

UNLESS OTHERWISE SPECIFIED IN THE ILLINOIS URBAN MANUAL (2017), THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE DESIGNED FOR A STORM EVENT EQUAL TO OR GREATER THAN A 25-YEAR 24-HOUR RAINFALL EVENT.

PROVIDED BELOW IS A DESCRIPTION OF POST-CONSTRUCTION BEST MANAGEMENT PRACTICES (INCLUDING STORMWATER MANAGEMENT) THAT WILL BE IMPLEMENTED DURING CONSTRUCTION TO CONTROL POLLUTANTS IN STORMWATER DISCHARGE:

STORMWATER MANAGEMENT FACILITY(ES) TO ATTENUATE RUNOFF WETLAND AND NATIVE VEGETATION TO PROMOTE FILTRATION AND INFILTRATION OF RUNOFF OPEN VEGETATED SWALES LANDSCAPED BUFFERS USE OF CATCH BASINS FOR SEDIMENT REMOVAL

I. APPROVED STATE OR LOCAL PLANS

THE MANAGEMENT PRACTICES, CONTROLS AND OTHER PROVISIONS CONTAINED IN THE STORM WATER POLLUTION PREVENTION PLAN MUST BE AT LEAST AS PROTECTIVE AS THE REQUIREMENTS CONTAINED IN THE ILLINOIS URBAN MANUAL (2017). ANY CONSTRUCTION ACTIVITIES WHICH DISCHARGE STORM WATER MUST INCLUDE IN THEIR STORM WATER POLLUTION PREVENTION PLAN PROCEDURES AND REQUIREMENTS SPECIFIED IN APPLICABLE SEDIMENT AND EROSION CONTROL PLANS OR STORM WATER MANAGEMENT PLANS APPROVED BY LOCAL OFFICIALS. REQUIREMENTS SPECIFIED IN SEDIMENT AND EROSION CONTROL PLANS OR SITE PERMITS OR STORM WATER MANAGEMENT SITE PLANS OR SITE PERMITS APPROVED BY LOCAL OFFICIALS THAT ARE APPLICABLE TO PROTECTING WATER RESOURCES ARE, UPON SUBMITTAL OF THIS PERMIT, TO BE AUTHORIZED TO DISCHARGE UNDER THIS PERMIT, INCORPORATED BY REFERENCE AND ARE ENFORCEABLE UNDER THIS PERMIT. THE PLANS SHALL INCLUDE ALL REQUIREMENTS OF THIS PERMIT AND INCLUDE MORE STRINGENT STANDARDS REQUIRED BY AN LOCAL APPROVAL. THIS PROVISION DOES NOT APPLY TO PROVISIONS OF MASTER PLANS, COMPREHENSIVE PLANS, AND/OR OTHER GUIDELINES OR TECHNICAL GUIDANCE DOCUMENTS THAT ARE NOT IDENTIFIED IN A SPECIFIC PLAN OR PERMIT THAT IS ISSUED FOR THE CONSTRUCTION SITE.

DISCHARGERS SEEKING ALTERNATIVE PERMIT REQUIREMENTS ARE NOT AUTHORIZED BY THIS PERMIT AND SHALL SUBMIT AN INDIVIDUAL PERMIT APPLICATION IN ACCORDANCE WITH 40 CFR 122.28 AT THE ADDRESS INDICATED IN PART I.D (WHERE TO SUBMIT) OF THIS PERMIT ALONG WITH A DESCRIPTION OF WHAT REQUIREMENTS IN APPROVED LOCAL PLANS OR PERMITS SHOULD NOT BE APPLICABLE AS A CONDITION OF AN NPDES PERMIT.

J. NATURAL BUFFERS

FOR ANY STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN 50 FEET OF WATER OF THE UNITED STATES EXCEPT FOR ACTIVITIES FOR WATER-DEPENDENT STRUCTURES AUTHORIZED BY A SECTION 404 PERMIT, THE PERMITTEE SHALL:

- a. PROVIDE A 50-FOOT UNDISTURBED NATURAL BUFFER BETWEEN THE CONSTRUCTION ACTIVITY AND THE WATERS OF THE UNITED STATES; OR
- b. PROVIDE ADDITIONAL EROSION AND SEDIMENT CONTROLS WITH THAT AREA.

K. MAINTENANCE

THE PLAN SHALL INCLUDE A DESCRIPTION OF PROCEDURES TO MAINTAIN IN GOOD AND EFFECTIVE OPERATING CONDITIONS ALL EROSION AND SEDIMENT CONTROLS AND OTHER BEST MANAGEMENT PRACTICES, INCLUDING VEGETATION AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.

WHERE A BASIN HAS BEEN INSTALLED TO CONTROL SEDIMENT DURING CONSTRUCTION ACTIVITIES, THE PERMITTEES SHALL KEEP THE BASIN(S) IN EFFECTIVE OPERATING CONDITION AND REMOVE ACCUMULATED SEDIMENT AS NECESSARY. SEDIMENT SHALL BE REMOVED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL (2017) OR MORE FREQUENTLY. MAINTENANCE OF ANY SEDIMENT BASIN SHALL INCLUDE A POST CONSTRUCTION CLEAN OUT OF ACCUMULATED SEDIMENT IF THE BASIN IS TO REMAIN IN PLACE.

OTHER EROSION AND SEDIMENT CONTROL STRUCTURES SHALL BE MAINTAINED AND CLEANED AS NECESSARY TO KEEP STRUCTURE(S) IN EFFECTIVE OPERATING CONDITION, INCLUDING REMOVAL OF EXCESS SEDIMENT AS NECESSARY.

FOLLOWING IS A DESCRIPTION OF PROCEDURES THAT WILL BE USED TO MAINTAIN IN GOOD AND EFFECTIVE OPERATING CONDITION, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN:

- a. STABILIZED CONSTRUCTION ENTRANCE: THE ENTRANCE(S) SHALL BE MAINTAINED TO PREVENT TRACKING OF SEDIMENT ONTO PUBLIC STREETS. ANY SEDIMENT TRACKED ONTO A STREET SHALL BE REMOVED IMMEDIATELY.
- b. VEGETATIVE EROSION CONTROL MEASURES: THE VEGETATIVE GROWTH OF TEMPORARY AND PERMANENT SEEDING, SOODING, VEGETATIVE CHECKS, VEGETATIVE FILTERS, ETC. SHALL BE MAINTAINED PERIODICALLY AND SUPPLY ADEQUATE WATERING AND FERTILIZER TO MAINTAIN A HEALTHY STAND OF VEGETATION. THE VEGETATIVE COVER SHALL BE REMOVED AND REESTABLISHED AS NECESSARY.
- c. SILT FILTER FENCE: SILT FENCE SHALL BE MAINTAINED IN GOOD CONDITION. DAMAGED SILT FILTER FENCE SHALL BE REPAIRED OR REPLACED TO MEET THE STANDARDS INCLUDED HEREIN.
- d. SILT DIKES AND DITCH CHECKS: THESE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN GOOD WORKING CONDITION THROUGHOUT CONSTRUCTION. INSPECT FREQUENTLY TO VERIFY THAT THE TEMPORARY MEASURE IS SECURED TO THE GROUND AND REMOVE SEDIMENT ACCUMULATION TO MAINTAIN PROPER FUNCTION.
- e. THE PLAN SHALL ENSURE THE REGULATED HAZARDOUS OR TOXIC WASTE MUST BE STORED AND DISPOSED IN ACCORDANCE WITH ANY APPLICABLE STATE AND FEDERAL REGULATIONS.
- f. INLET PROTECTORS: INLET PROTECTORS (SILT FENCE OR SILT BASKET) SHALL BE INSPECTED FREQUENTLY AND SEDIMENT ACCUMULATION SHALL BE REMOVED TO MAINTAIN PROPER FUNCTION. DAMAGED SILT FENCE OR FILTER FABRIC SHALL BE REPLACED AS NECESSARY.

L. INSPECTIONS

QUALIFIED PERSONNEL (PROVIDED BY THE PERMITTEE) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A

STORM OR BY THE END OF THE FOLLOWING BUSINESS OR WORK DAY THAT IS 0.50 INCHES OR GREATER. QUALIFIED PERSONNEL MEANS A PERSON KNOWLEDGEABLE IN THE PRINCIPLES AND PRACTICES OF EROSION AND SEDIMENT CONTROL MEASURES, SUCH AS A LICENSED PROFESSIONAL ENGINEER (P.E.), A CERTIFIED PROFESSIONAL ENGINEER AND SEDIMENT CONTROL (CPESC), A CERTIFIED EROSION SEDIMENT AND STORM WATER INSPECTOR (CESSWI), A CERTIFIED STORMWATER INSPECTOR (CSI) OR OTHER KNOWLEDGEABLE PERSON WHO POSSESSES THE SKILLS TO ASSESS CONDITIONS AT THE CONSTRUCTION SITE THAT COULD IMPACT STORM WATER QUALITY AND TO ASSESS THE EFFECTIVENESS OF ANY SEDIMENT AND EROSION CONTROL MEASURES SELECTED TO CONTROL THE QUALITY OF STORM WATER DISCHARGES FROM THE CONSTRUCTION ACTIVITIES. AREAS INACCESSIBLE DURING INSPECTIONS DUE TO FLOODING OR OTHER UNSAFE CONDITIONS SHALL BE INSPECTED WITHIN 72 HOURS OF BECOMING ACCESSIBLE.

INSPECTIONS MAY BE REDUCED TO ONCE PER MONTH WHEN CONSTRUCTION ACTIVITIES HAVE CEASED DUE TO FROZEN CONDITIONS (WHEN GROUND AND/OR AIR TEMPERATURES ARE AT OR BELOW 32 DEGREES FAHRENHEIT). WEEKLY INSPECTIONS WILL REDUCTION WHEN CONSTRUCTION ACTIVITIES ARE CONDUCTED, OR IF THERE IS A 0.50 INCHES OR GREATER RAIN EVENT, OR A DISCHARGE DUE TO SNOWMELT OCCURS.

DISTURBED AREAS, AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION AND ALL AREAS WHERE STORMWATER TYPICALLY FLOWS WITHIN THE SITE SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. ALL LOCATIONS WHERE STABILIZATION MEASURES HAVE BEEN IMPLEMENTED SHALL BE OBSERVED TO ENSURE THAT THEY ARE STILL STABILIZED. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED FOR EVIDENCE OF WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.

BASED ON THE RESULTS OF THE INSPECTION, THE DESCRIPTION OF POTENTIAL POLLUTANT SOURCES IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH PART I.V.D.1 (SITE DESCRIPTION) OF THIS PERMIT AND THE POLLUTION PREVENTION CONTROL MEASURES IDENTIFIED IN THE PLAN IN ACCORDANCE WITH PART I.V.D.2 (CONTROLS) OF THIS PERMIT SHALL BE REVISED AS APPROPRIATE AS SOON AS PRACTICABLE AFTER SUCH INSPECTION TO MINIMIZE THE POTENTIAL FOR SUCH DISCHARGES. SUCH MODIFICATIONS SHALL PROVIDE FOR TIMELY IMPLEMENTATION OF THE MODIFICATIONS TO THE PLAN AND POLLUTION PREVENTION CONTROL MEASURES WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, AND OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH PARAGRAPH B ABOVE SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATED THAT THE PERMIT COVERAGE EXTENDS TO THE IMPLEMENTATION OF THE PLAN. AMENDMENTS TO THE PLAN MAY BE REVIEWED BY THE AGENCY IN THE SAME MANNER AS PART I.V.B ABOVE. THE SWPPP AND SITE MAP MUST BE MODIFIED WITHIN 7 DAYS FOR ANY CHANGES TO CONSTRUCTION PLANS, STORMWATER CONTROL PLANS OR OTHER ACTIVITIES AT THE SITE THAT ARE NO LONGER ACCURATELY REFLECTED IN THE SWPPP. ANY REVISIONS OF THE DOCUMENTS FOR THIS STORM WATER POLLUTION PREVENTION PLAN SHALL BE KEPT ON SITE AT ALL TIMES.

THE PERMITTEE SHALL NOTIFY THE APPROPRIATE AGENCY FIELD OPERATIONS SECTION OFFICE BY EMAIL AT: EPA.SWNOHCOMP@ILLINOIS.GOV, TELEPHONE OR FAX (SEE ATTACHMENT) WITHIN 24 HOURS OF ANY INCIDENCE OF NONCOMPLIANCE OF THE STORM WATER POLLUTION PREVENTION PLAN OBSERVED DURING ANY INSPECTION CONDUCTED, OR FOR VIOLATIONS OF ANY CONDITION OF THIS PERMIT. THE PERMITTEE SHALL COMPLETE AND SUBMIT WITHIN 5 DAYS AN "INCIDENCE OF NONCOMPLIANCE" (ION) REPORT FOR ANY VIOLATION OF THE STORM WATER POLLUTION PREVENTION PLAN OBSERVED DURING ANY INSPECTION CONDUCTED, OR FOR VIOLATIONS OF ANY CONDITION OF THIS PERMIT. THE ION REPORT SHALL BE ON FORMS PROVIDED BY THE AGENCY AND INCLUDE SPECIFIC INFORMATION ON THE CAUSE OF NONCOMPLIANCE, ACTIONS WHICH WERE TAKEN TO PREVENT ANY FURTHER IMPACT WHICH MAY HAVE RESULTED FROM THE NONCOMPLIANCE. CORRECTIVE ACTIONS MUST BE UNDERTAKEN IMMEDIATELY TO ADDRESS THE IDENTIFIED NON-COMPLIANCE ISSUE(S).

ALL REPORTS OF NONCOMPLIANCE SHALL BE SIGNED BY A RESPONSIBLE AUTHORITY AS DEFINED IN PART V.G (SIGNATORY REQUIREMENTS).

AFTER THE INITIAL CONTACT HAS BEEN MADE WITH THE APPROPRIATE AGENCY FIELD OPERATIONS SECTION OFFICE, ALL REPORTS OF NONCOMPLIANCE SHALL BE MAILED TO THE AGENCY AT THE FOLLOWING ADDRESS:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
DIVISION OF WATER POLLUTION CONTROL  
COMPLIANCE ASSURANCE SECTION  
1021 NORTH GRAND AVENUE EAST  
10TH FLOOR, SPRINGFIELD, ILLINOIS 62778  
SPRINGFIELD, ILLINOIS 62784-8278

M. CORRECTIVE ACTIONS

CORRECTIVE ACTIONS MUST BE IMPLEMENTED TO ADDRESS ANY OF THE FOLLOWING CONDITIONS IDENTIFIED AT THE SITE:

- a. A STORMWATER CONTROL NEEDS REPAIR OR REPLACEMENT; OR
- b. A STORMWATER CONTROL NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT WAS NEVER INSTALLED, OR WAS INSTALLED INCORRECTLY; OR
- c. DISCHARGE IS CAUSING AN EXCEEDANCE OF APPLICABLE WATER QUALITY STANDARDS; OR
- d. A PROHIBITED DISCHARGE HAS OCCURRED.

CORRECTIVE ACTIONS SHALL BE COMPLETED AS SOON AS POSSIBLE AND DOCUMENTED WITHIN 7 DAYS IN AN INSPECTION REPORT OR REPORT OF NONCOMPLIANCE. IF IT IS INFEASIBLE TO COMPLETE THE INSTALLATION OR REPAIR WITHIN 7 CALENDAR DAYS, DOCUMENTATION SHALL BE PROVIDED AS TO WHY IT IS INFEASIBLE TO COMPLETE THE INSTALLATION OR REPAIR WITH THE 7 DAY TIMEFRAME, AND DOCUMENT THE SCHEDULE FOR INSTALLING THE STORMWATER CONTROL(S) AND MAKING IT OPERATIONAL AS SOON AS FEASIBLE AFTER THE 7 DAY TIMEFRAME.

N. NON-STORM WATER DISCHARGES

EXCEPT FOR FLOWS FROM FIRE FIGHTING ACTIVITIES, SOURCES OF NON-STORM WATER LISTED IN PART II.A.2. OF THIS PERMIT THAT ARE COMBINED WITH STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY MUST BE IDENTIFIED IN THE PLAN. THE PLAN SHALL IDENTIFY AND ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORM WATER COMPONENT(S) OF THE DISCHARGE.

SOURCES OF NON-STORM WATER DISCHARGE THAT MAY BE AUTHORIZED BY THIS PERMIT ARE: DISCHARGES FROM FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLOWING WATERS USED TO WASH VEHICLES WHERE DETERGENTS ARE NOT USED, WATERS USED TO CONTROL DUST, POTABLE WATER SOURCES INCLUDING UNCONTAMINATED WATERLINE FLUSHING, LANDSCAPE IRRIGATION DRAINAGES, ROUTINE EXTERNAL BUILDING WASHDOWN WHICH DOES NOT USE DETERGENTS, PAVEMENT WASH WATERS WHERE SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED (UNLESS ALL SPILLED MATERIAL HAS BEEN REMOVED) AND WHERE DETERGENTS ARE NOT USED, UNCONTAMINATED AIR CONDENSATION CONDENSATE, UNCONTAMINATED SPRING WATER, UNCONTAMINATED GROUND WATER, AND FOUNDATION OR FOOTING WATERS WHERE FLOWS ARE NOT CONTAMINATED WITH PROCESS MATERIALS SUCH AS SOLVENTS.

THE POLLUTION PREVENTION MEASURES AS DESCRIBED BELOW, WILL BE IMPLEMENTED FOR NON-STORM WATER COMPONENTS OF THE DISCHARGE:

FIRE HYDRANT AND WATERMAIN SHALL NOT BE FLUSHED DIRECTLY ON THE EXPOSED AREA OR SURFACE OF THE PAVEMENT. FLUSHING SHALL BE USED TO DIRECT THE FLOW ONTO PAVEMENT OR INTO THE STORM SEWER SYSTEM, IF AVAILABLE.

ANY SOIL EROSION DUE TO IRRIGATION OF SEEDING AND DUST CONTROL WATERING SHALL BE COLLECTED AND RE-SPREAD ON-SITE. TEMPORARY AND/OR PERMANENT

SOIL STABILIZATION MEASURES SHALL BE IMPLEMENTED AS NECESSARY TO CONTROL FUTURE EROSION FROM AREAS PREVIOUSLY ERODED DUE TO IRRIGATION OF SEEDING AND DUST CONTROL.

ALL SITE DE-WATERING, INCLUDING PUMP DISCHARGE, MUST BE FILTERED USING A PROPER SEDIMENTATION CONTROL MEASURE(S) PRIOR TO DISCHARGE FROM THE SITE.

7. PLAN REVIEW AND NOTIFICATION

THE PERMITTEE SHALL MAKE PLANS AVAILABLE UPON REQUEST FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (AGENCY) OR A LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, GRADING PLANS, OR STORM WATER MANAGEMENT PLANS; OR IN THE CASE OF A STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY WHICH DISCHARGES THROUGH A MUNICIPAL SEPARATE STORM SEWER SYSTEM.

THE AGENCY MAY NOTIFY THE PERMITTEE AT ANY TIME THAT THE PLAN DOES NOT MEET ONE OR MORE OF THE MINIMUM REQUIREMENTS OF THIS PART. SUCH NOTIFICATION SHALL IDENTIFY THOSE PROVISIONS OF THE PERMIT WHICH ARE NOT BEING MET BY THE PLAN AND IDENTIFY WHICH PROVISIONS OF THE PLAN REQUIRE MODIFICATIONS IN ORDER TO MEET THE MINIMUM REQUIREMENTS OF THIS PART. WITHIN 7 DAYS FROM RECEIPT OF NOTIFICATION FROM THE AGENCY, THE PERMITTEE SHALL MAKE THE REQUIRED CHANGES TO THE PLAN AND SHALL SUBMIT TO THE AGENCY A WRITTEN CERTIFICATION THAT THE REQUESTED CHANGES HAVE BEEN MADE. FAILURE TO COMPLY SHALL TERMINATE AUTHORIZATION UNDER THIS PERMIT.

A COPY OF THIS LETTER OF NOTIFICATION OF COVERAGE ALONG WITH THE GENERAL NPDES PERMIT FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES OR OTHER INDICATION THAT STORM WATER DISCHARGES FROM THE SITE ARE COVERED UNDER AN NPDES PERMIT SHALL BE POSTED AT THE SITE IN A PROMINENT PLACE FOR PUBLIC VIEWING (SUCH AS ALONGSIDE A BUILDING PERMIT).

8. KEEPING THE PLANS CURRENT

THE PERMITTEE SHALL AMEND THE PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT IMPACT ON THE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS TO WATERS OF THE UNITED STATES AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN OR IF THE STORM WATER POLLUTION PREVENTION PLAN PROVES TO BE INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES IDENTIFIED IN THE PLAN, OR IN OTHERWISE ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION SITE ACTIVITY. IN ADDITION, THE PLAN SHALL BE AMENDED TO IDENTIFY ANY NEW CONTRACTOR AND/OR SUBCONTRACTOR THAT THE PERMITTEE HAS EMPLOYED FOR CONSTRUCTION ACTIVITIES AT THE SITE. AMENDMENTS TO THE PLAN MAY BE REVIEWED BY THE AGENCY IN THE SAME MANNER AS PART I.V.B ABOVE. THE SWPPP AND SITE MAP MUST BE MODIFIED WITHIN 7 DAYS FOR ANY CHANGES TO CONSTRUCTION PLANS, STORMWATER CONTROL PLANS OR OTHER ACTIVITIES AT THE SITE THAT ARE NO LONGER ACCURATELY REFLECTED IN THE SWPPP. ANY REVISIONS OF THE DOCUMENTS FOR THIS STORM WATER POLLUTION PREVENTION PLAN SHALL BE KEPT ON SITE AT ALL TIMES.

9. RETENTION OF RECORDS

THE PERMITTEE SHALL RETAIN COPIES OF STORM WATER POLLUTION PREVENTION PLANS AND ALL REPORTS AND NOTICES REQUIRED BY THIS PERMIT, RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT AND THE AGENCY NOTICE OF PERMIT COVERAGE LETTER FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE PERMIT COVERAGE EXPIRES OR IS TERMINATED. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE AGENCY AT ANY TIME.

THE PERMITTEE SHALL RETAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND ANY REVISIONS TO SAID PLAN REQUIRED BY THIS PERMIT AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION. ANY MANUALS OR OTHER DOCUMENTS REFERENCED IN THE SWPPP SHALL ALSO BE RETAINED AT THE CONSTRUCTION SITE.

10. CONTRACTORS

THIS PLAN REQUIRES IDENTIFICATION FOR EACH MEASURE IN THE PLAN, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) THAT WILL IMPLEMENT THE IDENTIFIED MEASURE: