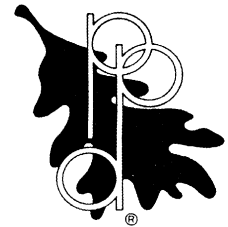


A PROJECT OF THE
PEORIA PARK DISTRICT

REQUEST FOR PROPOSALS – PROJECT MANUAL

DESIGN-BUILD SERVICES FOR LAKEVIEW CENTER RENOVATION

LAKEVIEW PARK
1125 W. LAKE
PEORIA, IL



PEORIA PARK DISTRICT
PEORIA, ILLINOIS

PROJECT # 12-038B

DATE: JANUARY 15, 2013

PACKAGE # _____

REQUEST FOR PROPOSALS - ADVERTISEMENT

Sealed Proposals will be received by the Peoria Park District, Peoria, Illinois, hereinafter known as the Owner, for the following project:

Design-Build Services for
Lakeview Center Renovation
1125 W. Lake
Peoria, IL 61614

Work to include but not limited to:

1. Design, Office Construction and Remodel – Carpentry, Painting, Finish Work
2. HVAC, Electrical, IT, Fire Protection

It is the intent of the Owner to receive Proposals for the project listed above.

Sealed Proposals will be received until March 5, 2013 at 1:30 p.m., prevailing time, by the Owner, at the Park District Administrative Office, Glen Oak Pavilion, 2218 North Prospect Road, Peoria, Illinois 61603. (The Board Room clock in Glen Oak Pavilion shall be the official time keeping device in respect to the proposal submission deadline.)

An electronic file including Proposal Documents is available at www.peoriaparks-planning.org at no charge. Plans, Specifications and Interpretations for this project may be examined and/or obtained at the Design and Construction Department, Bradley Park Equipment Service Center, 1314 N. Park Road, Peoria, IL 61604. Telephone (309) 686-3386. A non-refundable plan deposit of \$35.00 will be charged for each printed set of Proposal Documents.

A list of planholders can be obtained upon request. This information will be available up to twenty-four (24) hours prior to the scheduled receipt of proposals time. **After that deadline, no information pertaining to the project will be given.**

No Proposal Bond is required. The successful Proposer will be required to furnish a 100% Performance Bond and a 100% Labor and Materials Payment Bond within ten days of formal Award of Contract.

The general prevailing rate of wage for the Peoria area shall be paid for each craft or type of worker needed to execute the proposed work as required by the State of Illinois Department of Labor. Additionally, it is required that provisions of the Illinois Preference Act, the Illinois Drug Free Workplace Act, and the Substance Abuse Prevention on Public Works Act must be adhered to. Proposers are also advised that contract documents for this project will include the non-discrimination, equal opportunity and affirmative action provisions in the Human Rights Act and rules and regulations of the Department of Human Rights. The Peoria Park District is an AA/EEO organization and encourages participation by minority and female-owned firms.

The Peoria Park District reserves the right to reject any or all proposals or to waive any informalities.

DISTRICT

PLEASURE DRIVEWAY AND PARK
OF PEORIA, ILLINOIS

BY: TIMOTHY J. CASSIDY, President

BY: V. JOYCE MCLEMORE, Secretary

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KEY INFORMATION ABOUT THIS RFP

SCOPE OF SERVICES: The Peoria Park District (“Owner”) is seeking a qualified Design-Build entity to provide design and construction services for the Lakeview Center Renovation (“Project”). The Owner will be awarding a design-build contract for the Project in accordance with the requirements of Public Act 097-0349.

OWNER’S PROJECT MANAGER: Address all communications and questions regarding this project to the individual listed below.

Becky Fredrickson
Planning, Design & Construction Division
1314 N. Park Road
Peoria, IL 61604
Telephone: 309-686-3386
rfredrickson@peoriaparks.org

SUBMISSION DEADLINES AND PROCUREMENT TIMETABLE: The following dates are set forth for informational and planning purposes; however the Owner reserves the right to change the dates:

Issue RFP for Design-Build Services	January 15, 2013
Pre-submittal Conference (former Lakeview Museum building)	January 23, 2013 (10:00 a.m.)
Due Date and Time for Phase I and Phase II Submissions	March 5, 2013 (1:30 p.m.)
Owner Evaluation of Proposals & Finalize Cost Proposal and Design-Build Agreement with Successful Proposer	March 5 – March 20, 2013
Peoria Park District Board Approval	March 27, 2013
Notice of Award to Successful Proposer	March 28, 2013

NUMBER OF COPIES: Submit a signed original and 3 copies.

SUBMIT SEALED PROPOSALS TO:

Peoria Park District
Administrative Office, Glen Oak Pavilion
2218 N. Prospect Road
Peoria, IL 61603

RIGHT TO CANCEL: The Owner reserves the right to cancel this procurement process whenever the best interest of the Peoria Park District is served. The Owner may reject any and all bids and proposals received and may re-advertise for bids or issue a new request for Design-Build Proposals. The Owner shall not be liable for costs incurred by Design-Build Proposers associated with this procurement process.

PROJECT DESCRIPTION

Lakeview Center Renovation
Lakeview Park
1125 W. Lake
Peoria, Illinois 61614

PROJECT SCOPE DESCRIPTION/SCOPE AND PERFORMANCE CRITERIA

General Program

Design and construction of the renovation of the former Lakeview Museum into administrative office space for the Peoria Park District. Approximate area of the building (including main floor, upper level, and lower level) is 39,000 square feet. Renovations will be concentrated in certain areas within the building. Please see the Existing Conditions Floor Plan and the Proposed Concept Floor Plan.

Hazardous Conditions

Asbestos containing material has been located within different areas of the facility. A significant portion will be abated prior to the start of this contract. Any/all asbestos containing material that will remain will be clearly identified prior to any construction and will be noted in a management plan by the Owner.

Due to asbestos abatement of acoustical plaster ceiling along with abatement of flooring tile and carpet and mastic, large areas of the ceiling will need replaced with suspended ceiling and the soffits/fascia will need new drywall and the floors will need new finishes.

Offices

On the main floor, approximately 30+ offices or meeting rooms will be constructed from old gift shop space and old exhibit gallery space.

Approximately 10 existing offices (located on both the main floor and on the lower level) will be renovated and remain offices.

All offices at a minimum shall contain four solid walls (drywall, paint, base, a ceiling for noise control, carpet floor, lights, HVAC, doors & hardware, data and electrical outlets). Additional information and requirements are listed on the room schedule spreadsheet.

Conference Room

The old planetarium will be converted into a conference room. The planetarium dome/ceiling will be removed prior to this contract during abatement. The interior surrounding wood panel walls will need to be removed. The three outside block walls will need to be studded out and a vapor barrier, insulation, and drywall added. A new drop ceiling, lights, and carpeting will also be required in this new conference room.

Vault

A group of old offices and old restrooms near the planetarium will be converted into a vault room. This vault room shall be fire resistive. Walls and ceiling shall be Class A (4 hr.) and not less than 8 inches of reinforced concrete. Floor shall be not less than 6 inches of reinforced concrete. The door shall be a Class A (4 hr.) vault door.

There shall be adequate lighting within the vault.

Classrooms/Break Room

The existing classrooms and break room on the main floor will require new suspended ceilings and/or drywall soffits/fascia where removal was required due to the abatement process. New lights, flooring, and painting will also be required in these rooms. On the south side of the building, the single pane upper clearstory windows need to be replaced with more energy efficient windows.

IT/Server Room

An IT/Server Room will be constructed in the old gallery along the south wall. This room shall serve as the Demarc for the phone and data interface.

Contractor shall be responsible for providing adequate electrical supply. A minimum of two each 240v outlets will be required along with a minimum of 10 each 120v outlets.

Contractor shall be responsible for creating ASHRAE specified conditioned space for the equipment to be located in the room. Temperature shall be between 64 – 80 degrees and humidity shall be between 40-60%. Based on equipment load, it is anticipated that approximately 5 ton A/C will be needed for that space. However, Contractor shall verify. Owner's Project Manager will provide list of anticipated equipment.

Contractor shall be responsible for pulling all required data cable throughout the building to terminate in the IT/Server room. However, the Contractor shall not be responsible for any IT equipment within the room.

Contractor shall install required fire rated plywood for phone equipment installation along with #6 Ground for FBT. Contractor shall provide one 4" conduit sleeve through the floor to the lower level to be used to relocate the existing phone lines currently in the basement that will be re-used. The Contractor shall also provide one 4" conduit through the floor that will go down and through the south basement wall for the new fiber line running into building. Coordination will be required.

Print Shop

On the lower level a storage room will be converted into a print shop. The print shop will have the following pieces of equipment and needs:

- 1 ea. Cutter – 30 Amp, 240 VAC (separate circuit)
- 2 ea. Air Dryers – 12 Amp & 3.0 Amp, 220 V
- 1 ea. Metal Plate Maker – 220 V
- 1 ea. Polyester Plate Maker – 7.7 Amp, 220 V
- 2 ea. Presses – 120 V
- 2 ea. Folders – 120 V
- 3 ea. Collators – 1.5 Amp, 120 V
- 1 ea. Drill Press – 120 V
- 2 ea. Binders – 120 V
- 2 ea. Computers with data line connections and electrical outlets

Sink (currently there is an old sink in that space that needs replaced and plumbing upgraded).

Adequate ventilation will be required for this equipment.

Board Room

The assembly room will become the Board Room. This room will require a new suspended ceiling, new lights, new flooring, and the walls painted.

Electrical

New light fixtures will be required throughout almost the entire facility. Many of the current fixtures will be removed during abatement and other fixtures are obsolete. See Room Schedule for additional information.

HVAC

There is an electronic file concerning information on the current mechanical equipment in the building. Please request this file from the Owner's Project Manager. It is strongly encouraged to meet the Project Manager on site to see the equipment. It is anticipated that the existing HVAC equipment will remain and continue to be used.

The largest impact to the existing HVAC will be in the old gallery with the conversion from a large open room into multiple individual offices. Each office shall have adequate HVAC.

Additional air conditioning will be required for the Information Technology/Server Room located on the main floor to maintain the required temperature and humidity. See IT/Server Room section for more information.

Fire Protection

There is no existing Fire Sprinkler System in the building. This scope of work shall include the design and installation of a fire sprinkler system throughout the building and a specialized fire protection system located in the Information Technology/Server room on the main floor using Halotron.

Attachment C (PDRMA Pre-Construction Design Guidelines) toward the end of this RFP provides additional information required by the Owner's Risk Management Agency concerning the fire protection system.

Security/Alarm System

Due to the abatement process and the required renovations, the existing system will need to be replaced. The installation of the components of the system will be included in this contract, but the annual monitoring services will ultimately be under the same vendor that has the bid for the entire Peoria Park District. The installation contractor shall provide all codes to Owner for future reprogramming.

The system shall be an internet based monitoring system with cellular GSM backup. The system shall also provide monitoring for the security, fire, and sprinkler system in the building.

The Honeywell Vista 128 is a standard panel used by the Peoria Park District.

Components needed:

- Door contacts
- Motion Sensors
- Alarm panels
- Heat sensors
- Smoke sensors
- Loss of flame sensors
- Water/heat detection in Server/IT room

Touch pads must be able to maintain separate user codes.

Misc.

Construction Schedule: Substantial Completion Date is February 11, 2014
Final Completion Date is February 28, 2014
Staff will move in March 3, 2014

Design and Construction Budget: \$1,700,000

Agreement for Design-Build Services: The Owner anticipates the Design-Builder will enter into an Agreement for Design-Build Services with the Owner similar to the Agreement attached to this RFP. The Agreement will provide for the delivery of design and construction services to complete the project.

Guaranteed Maximum Cost Proposal: It is anticipated that the Design-Builder will propose a Guaranteed Maximum Cost Proposal. The Design-Builder will be at-risk by guaranteeing a maximum price to be included in the Design-Build Agreement and by guaranteeing substantial completion and project delivery dates to the Owner.

Proposed Design Schedule: The preliminary design and construction schedule anticipates approximately 2-3 months of design and permitting activities following Notice to Proceed and approximately 7-8 months of construction activities. The Design-Builder is responsible for developing and implementing a design permitting and construction schedule to achieve the required substantial completion date.

MBE/WBE Contract Goals: Lowest responsible proposer not meeting the Park District's goal of 12% for minority/women participation, must provide proof of efforts made in contacting an adequate number of minority and women owned firms and/or labor.

Lakeview Center - Room Schedule

Main Floor

Room #	Room Name	Approx Size	Flooring	Base	Wall-North	Wall-South	Wall-East	Wall-West	Ceiling	Ceiling Ht.	Lights	Outlets	Data Jacks	Comments
101	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
102	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
103	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
104	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
105	Office	14'-5"x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
106	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
107	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
108	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
109	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
110	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
111	Office	12'x18'-6"	Carpet	Rubber	E Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
112	Cubicles	24'-6"x19'	Quartz (existing)						S	8'-0"	New	Min. 4 ea.	Min. 2 ea.	
113	Office	12'x18'	Carpet	Rubber	N Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
114	Cash	12'x18'	Carpet	Rubber	N Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
115	Office	12'x18'	Carpet	Rubber	N Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
116	Office	12'x18'	Carpet	Rubber	N Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
117	Office	12'x18'	Carpet	Rubber	N Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
118	Conference	24'-8"x18'	Carpet	Rubber	N Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 5 ea.	Min. 2 ea.	
119	Copy	9'x18'	Carpet	Rubber	N Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 5 ea.	Min. 2 ea.	
120	Reception	9'-10"x19'	Carpet	Rubber					S	8'-0"	New	Min. 5 ea.	Min. 4 ea.	44" tall laminate counter with base cabinets (with ADA access) will be needed for reception area.
121	Hallway	2685 sf	Quartz (existing)	Rubber					S	8'-0"	New	Per code	none	
122	Office	12'x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
123	Office	12'x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
124	Office	12'x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
125	Office	12'x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
126	Office	12'x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
127	Office	12'x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
128	Office	12'x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
129	Office	14'-5"x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
130	Office	11'x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
131	Server/IT	14'x18'-6"	Quartz (existing)	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	see comments		See additional information on Scope sheet.
132	Office	11'x18'-6"	Carpet	Rubber	N Gyp-P	E Gyp-P	N Gyp-P	N Gyp-P	S	8'-0"	New	Min. 4 ea.	Min. 3 ea.	
133	Office	547 sf	Carpet	Rubber	E Blk-P	E Blk-P	E Blk-P	E Blk-P	S	10'-2"	New	Min. 6 ea.	Min. 4 ea.	
134	Office	156 sf	Carpet	Rubber	E Blk-P	E Blk-P	E Blk-P	E Blk-P	S	10'-2"	New	Min. 4 ea.	Min. 2 ea.	
135	Office	12'-4"x9'-9"	Carpet	Rubber	E Blk-P	E Blk-P	E Blk-P	E Blk-P	S	10'-2"	New	Min. 4 ea.	Min. 2 ea.	
136	Office	15'-3"x7'-11"	Brick (existing)	Rubber	E Gyp-P	E Gyp-P	E Gyp-P	E Blk-P	S	10'-2"	New	Min. 4 ea.	Min. 2 ea.	
137	Reception	7'-11"x12'-9"	Brick (existing)	Rubber	E Gyp-P			E Blk-P	S	10'-2"	New	Min. 4 ea.	Min. 3 ea.	
138	Lobby	59'-10"x32'-8"	Brick (existing)	Rubber					S	10'-2"	New	Min. 4 ea.		
139	Book Sales	14'-4"x15'-10"	Brick (existing)	Rubber					S	10'-2"	New			
140	Waiting	169 sf	Carpet	Rubber	Windows	Windows	N Gyp-P	Windows	S	10'-2"	New	None	None	
141	Office	15'-1"x12'-9"	Carpet	Rubber		N Gyp-P	N Gyp-P	N Gyp-P	EP	10'-2"	New	Min. 4 ea.	Min. 3 ea.	
142	Office	20'-3"x12'	Carpet	Rubber		N Gyp-P	N Gyp-P	N Gyp-P	EP	10'-2"	New	Min. 4 ea.	Min. 3 ea.	
143	Hallway	84 sf	Carpet	Rubber	N Gyp-P	E Blk-P			EP	10'-2"	New	None	None	
144	Storage	132 sf	Carpet	Rubber	E Blk-P	E Blk-P		E Blk-P	EP	10'-2"	New			
145	Storage	139 sf	Carpet	Rubber	E Blk-P	E Blk-P			EP	10'-2"	New			
146	Office	584 sf	Carpet	Rubber	See comments	E Blk-P	E Blk-P	N Gyp-P	EP	10'-2"	New	Min. 4 ea.	Min. 3 ea.	Existing wall panels shall be removed and existing windows to be restored in this office.
147	Classroom	26'-7"x18'-4"	VCT	Rubber	Windows	E Blk-P	E Gyp-P	E Blk-P	S	10'-2"	New	Min. 3 ea.	Min. 1 ea.	
148	Break Room	26'-7"x13'-10"	VCT	Rubber	Windows	E Blk-P	E Gyp-P	E Gyp-P	S	10'-2"	New	Min. 5 ea.	Min. 1 ea.	
149	Classroom	26'-7"x27'-8"	VCT	Rubber	Windows	E Blk-P	E Blk-P	E Gyp-P	S	10'-2"	New	Min. 3 ea.	Min. 1 ea.	
150	Hallway	111'-2"x6'	VCT	Rubber	E Blk-P	E Blk-P			S	8'-2"	New			
151	Restroom	265 sf	Tile (existing)	Tile (existing)					EP	8'-0"	New			Only work to be done in this room is to replace the light fixtures.

152	Janitor Closet	41 sf	Concrete (existing)	None					ES		New			
153	Restroom	220 sf	Tile (existing)	Tile (existing)					EP	8'-0"	New			
154	Classroom	29'-5"x26'-9"	Carpet	Rubber	E Blk-P	Windows	E Blk-P	E Blk-P	EP	sloped	New			
155	Classroom	28'-7"x40'-6"	VCT	Rubber	E Blk-P	Windows	E Blk-P	E Blk-P	EP	sloped	New			
156	Vestibule	16'-6"x14'	Carpet (existing)						EP	8'-8"	New			
157	Hallway	9'-3"x9'-8"	Brick (existing)	Rubber	Bookshelf				S	8'-1"	New			
158	Hallway	18'x11'	Carpet	Rubber						9'-0"	New			
159	Vault	25'-2"x18'												
160	Conference	36'-8"x35'-8"	Carpet	Rubber	N Gyp-P	N Gyp-P	N Gyp-P	N Gyp-P	S	9'-0"	New	Min. 4 ea.	Min. 3 ea.	
161	Restroom	6'x4'-6"	Tile (existing)			E Tile/Gyp-P	E Tile/Gyp-P	E Tile/Gyp-P	E Gyp	8'-2"	New			
Lower Level														
Room #	Room Name	Approx Size	Flooring	Base	Wall-North	Wall-South	Wall-East	Wall-West	Ceiling	Ceiling Ht.	Lights	Outlets	Data Jacks	Comments
LL01	Storage	39'-10"x11'-7"	Concrete						None		New			Only work to be done in this room is to replace the light fixtures.
LL02	Storage	34'x11"	Concrete						None		New			Only work to be done in this room is to replace the light fixtures.
LL03	Storage	73'x11'	Concrete						None		New			Only work to be done in this room is to replace the light fixtures.
LL04	Hallway	716 sf	Concrete						None		New			Only work to be done in this room is to replace the light fixtures.
LL05	Storage	42'x14'-9"	Concrete						None		New			Only work to be done in this room is to replace the light fixtures.
LL06	Storage	15'x32'-2"	Concrete						None		New			Only work to be done in this room is to replace the light fixtures.
LL07	Closet	10'x7'-2"	VCT (existing)						None		New			Only work to be done in this room is to replace the light fixtures.
LL08	Stage	40'x18'-6"	Parquet (existing)		E Gyp-P	E Gyp-P		E Gyp-P	S		New			
LL09	Board Room	40'x62'-9"	Carpet	Rubber	E Gyp-P	E Gyp-P	E Gyp-P		S	11'-9"	New			
LL10	Storage	40'x4'-5"	VCT	Rubber					ES	11'-9"	New			
LL11	Mechanical	19'x7'	Concrete						None					
LL12	Mechanical	1400 sf	Concrete						None					
LL13	Office	263 sf	Carpet	Rubber		E Gyp-P	E Gyp-P		ES	8'-2"/6'-11'	New	Min. 4 ea.	Min. 3 ea.	
LL14	Office	198 sf	Carpet	Rubber					S	9'-0"	New	Min. 4 ea.	Min. 3 ea.	
LL15	Mechanical	20'-4"x14'-11"	Concrete						None					
LL16	Hallway	1284 sf	Carpet	Rubber	E Blk-P	E Blk-P			S	9'-0"/8'-2"	New	per code	None	
LL17	Office	16'-4"x19'-4"	Carpet	Rubber					ES	8'-2"	New	Min. 4 ea.	Min. 3 ea.	
LL18	Storage	53'-3"x9'-6"	Concrete						None					Only work to be done in this room is to replace the light fixtures.
LL19	Print Shop	550 sf	Concrete						None					See additional information on Scope sheet.
LL20	Kitchen	21'-6"x8'-4"	VCT	Rubber	E Blk-P	E Blk-P	E Blk-P	E Blk-P	None		New			
LL21	Office	22'-3"x21'-4"	Carpet	Rubber	E Blk-P	E Blk-P	E Gyp-P	E Blk-P	S	8'-4"	New	Min. 6 ea.	Min. 4 ea.	
LL22	Office	10'x21'-4"	Carpet	Rubber	E Blk-P	E Blk-P	E Gyp-P	E Gyp-P	EG	9'-5"	New	Min. 4 ea.	Min. 3 ea.	
LL23	Office	15'-7"x21'-4"	Carpet	Rubber	E Blk-P	E Blk-P	E Gyp-P	E Gyp-P	ES	8'-4"	New	Min. 6 ea.	Min. 4 ea.	
LL24	Office	20'x19'	Carpet	Rubber	E Blk-P	E Blk-P	E Gyp-P	E Gyp-P	ES	8'-1"	New	Min. 6 ea.	Min. 4 ea.	
LL25	Hallway	4'x10'	Carpet	Rubber										
LL26	Restroom	201 sf	Tile (existing)											Only work to be done in this room is to replace the light fixtures.
LL27	Restroom	89 sf	Tile (existing)											Only work to be done in this room is to replace the light fixtures.
LL28	Janitor Closet	13'-4"x8'-6"	Concrete											Only work to be done in this room is to replace the light fixtures.
LL29	Closet		VCT	Rubber	E Gyp-P		E Blk-P	E Gyp-P	ES	11'-9"	New			

LEGEND

- S=New Suspended Ceiling
- ES = Existing Suspended Ceiling
- E Blk-P = Existing Block wall to be painted
- N Gyp-P = New Gypsum Board stud wall to be painted
- E Gyp-P = Existing Gypsum Board stud wall to be painted
- EP = Existing Plaster Ceiling
- EG = Existing Gypsum Board Ceiling

INSTRUCTIONS TO PROPOSERS
(Projects under \$12,000,000)

I. REQUEST FOR THE PROPOSAL PROCESS

A. Combined Two Phase Design-Build RFP Process

1. This procurement is being solicited using the combined two-phase (Phase I and Phase II) RFP for Design-Build process provided by Public Act 09-0349 (70 ILCS 1205/8-50 et. seq.). The Design-Build Proposer shall submit both Phase I Qualifications and Phase II Technical and Cost submittals at the same time to the Peoria Park District (“Owner”) for review. As part of the Phase I Qualifications submittal, Design-Build Proposers shall submit their past performance history and qualifications as prescribed in this RFP for consideration by the Owner. The Owner will review the Phase I Qualifications submittals based on the Design-Build Weighted Scoring Criteria as prescribed in this RFP. The Owner will also evaluate the Phase II Technical and Cost submittals using the Design-Build Weighted Scoring Criteria established in this RFP.
2. Firms formally organized as design-build entities or design firms and construction contractors that have associated specifically for this project may submit proposals. For purposes of this RFP, no distinction is made between entities formally organized as design-build entities and project specific design-build associations. Both are referred to as the Design-Build Proposer (or “Proposer”). All design must be performed under the direct supervision of appropriately licensed professionals registered in the appropriate jurisdiction and technical disciplines and shall meet all other licensing requirements specified in this RFP and the Design-Build Agreement.
3. The design is developed to indicate the general scope and character of the work in terms of architectural design, major architectural elements, and types of civil, structural, fire protection, mechanical, heating, cooling, ventilation, electrical, plumbing and other building systems and will include the conceptual plans showing approximate dimensions; existing and proposed utility plans, floor plans, elevations, sections and scheduled criteria. The Phase II Scope and Performance Criteria contains narratives and drawings describing the developed design and technical specifications.
4. The proposal shall be defined as all information that was submitted in response to the requirements of both phases of the RFP.
5. The Owner is not liable for and will not compensate any proposer for costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a contract.
6. Data and information furnished or referred to in this RFP is for Proposers’ information only. The Owner shall not be responsible for any interpretation or conclusion drawn from said data or information by the Proposer.

II. PHASE I QUALIFICATIONS SUBMITTAL

A. Proposal Preparation Instructions

1. The intent of the qualifications submittal is to describe the capability of the Proposer to perform any resultant contract, as well as describe its understanding of the requirements of the RFP and it should be specific and complete in every detail. The qualifications submittal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to satisfactorily perform the contract being sought. The qualifications submittal should therefore be practical, legible, clear and coherent.

2. These instructions prescribe the required format for the qualifications submittal, and describe the approach for the development and presentation of the information. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation. Carefully review this section prior to commencing preparation. Proposers are cautioned to strictly comply with all instructions within this RFP to ensure submission of a complete submittal. Failure to furnish a complete statement of qualifications at the time of submittal may result in the submittal being unacceptable to the Owner and eliminated from consideration for award.

B. Phase I Qualifications Submittal Requirements

1. Cover letter identifying proposer/proposer team and contact for RFP process.
2. Table of Contents: Organized in the order of the following Submittal Requirements.
 - a) Executive Summary
 - b) Examples of successful experience with similar projects
 - c) Consultants
 - d) Expertise and experience of Key Staff
 - e) Project Approach and Methodology
 - f) Client References
 - g) Minority and Women Owned Business Participation
 - h) Equal Employment Opportunity Participation
 - i) Financial Capacity (under separate cover)
 - j) Other Phase I submittal Requirements
3. Executive Summary: General summary of firm(s) and organizational structure of team, and statements to the following:
 - a) Composition of team and commitment to provide services with the team proposed for the duration of the project.
 - b) Commitment to meet the project objectives, proposed services and requirements of the project.
4. Examples of successful experience with similar projects:
 - a) Provide project descriptions and information on three (3) Design Build projects performed (complete or substantially complete) within the last ten (10) years of similar or greater, size, type. Projects submitted must have had completed construction costs of greater than \$1.7 million. Describe proposer's role on the project. Limit project description to two (2) pages.
 - (1) Provide the following information (at a minimum) for the three (3) projects submitted:
 - (a) A brief description of the project including location, schedule, square footage and construction type;
 - (b) A brief description of the design and construction services provided on the project specifically addressing:
 - (i) Design services;
 - (ii) Site logistics planning;
 - (iii) Building systems analysis and selection (structural, mechanical, electrical, plumbing, fire protection, building envelope);
 - (iv) Value engineering analyses and performed and cost savings recommendations made;
 - (v) Cost estimating and budget management services provided;
 - (vi) Constructability reviews performed;
 - (vii) Bidding and procurement activities;
 - (viii) Construction scheduling services performed.
 - (c) A description of the design and construction services provided on

- the project and the type of contract used (AIA Design-Build Agreement, DBIA Design-Build Agreement, custom design build agreement, etc.);
- (d) A description of schedule and budget requirements;
 - (e) Performance of Timeliness and Completion, original forecast/guaranteed completion date and actual completion date and reason(s) for any variances;
 - (f) Original budget/guaranteed maximum cost and actual cost of project at completion and reason(s) for any variances.
 - (g) Number of change orders and aggregate amount of change orders to the project.
 - (h) Amount of contingency included in the project and amount left at completion.
 - (i) References with recommendations and contact information from each project from owner/developer.
5. Consultants: Provide a matrix of the following key Design Consultants and Construction Subcontractors proposed for the following services/trades; Mechanical, Electrical, Plumbing, Fire Protection, Civil, Structural and the major trades associated with building envelope, i.e. (Roof, Curtain Wall/windows and wall enclosure). There is no limit to the number of consultants and subcontractors Proposers can propose for each category. All Consultants and Subcontractors are subject to review and approval by the Owner.
- a) Provide the following information at minimum for each consultant/subcontractor.
 - (1) Company name/address
 - (2) Contact name/title and information
 - (3) Proposed Project Role (Design and Construction)
 - (4) MBE/WBE Status
 - (5) Number of projects Proposer and subcontractor have teamed on Design-Build projects.
6. Expertise and Experience of Key Staff
- a) Resumes and experiences of Project Manager, Project Architect (Lead), Structural Engineer, Civil Engineer, MEF-FP engineers (designate Lead), Quality Control Manager, Construction Project Manager, and Construction Superintendent (“Key Staff Members”).
 - b) Resumes should demonstrate that team members are licensed and/or registered in the applicable discipline and have experience and technical competence in their roles on projects of similar complexity, size and scope.
 - c) Project Manager, Lead Architect, Lead Design Engineer and Construction Superintendent must have a minimum of five (5) years experience on specifics of similar projects.
 - d) Proposed Lines of Authority and Organization chart indicating Key Staff Members potential roles and responsibilities on the Project.
7. Project Approach and Methodology: Include a description of Proposer’s proposed approach to the Lakeview Center Renovation:
- a) Design:
 - (1) Proposed methodology for delivering design phase services and obtaining appropriate Owner review and approval of design:
 - (a) Program Evaluation
 - (b) Design Schedule
 - (c) Preliminary Estimating
 - (d) Schematic Design
 - (e) Permitting
 - (f) Design Development Documents

- (g) Construction Documents
 - b) Pre-Construction:
 - (1) Proposed methodology for:
 - (a) Cost estimating, cost control and change management;
 - (b) Value engineering analysis;
 - (c) Constructability and building systems evaluation;
 - (d) Bid and Procurement Management: Specifically address bid packaging; early purchasing requirements; market conditions and experience with public entity procurements.
 - (e) Scheduling Compliance and Control including examples of schedule monitoring techniques;
 - (f) Obtaining building permits and all other approvals required by authorities having jurisdiction.
 - (g) As-Built drawing and records management;
 - (h) Regulatory environmental and permitting management;
 - (2) Proposed approach to site logistics planning;
 - (3) Proposed bidding and procurement approach and process.
 - c) Construction:
 - (1) Proposed schedule and budget/cost control approach;
 - (2) Plan for maintaining construction site safety and security;
 - (3) Proposed Quality Control Management Plan: Submit a table of contents and a copy of the firm's recent Quality Control Programs.
- 8. Client References: References shall be for representative projects provided as part of this submittal.
- 9. Minority and Women Owned Business Participation.
 - a) Provide commitments and percentages of actual M/WBE participation achieved on three (3) representative projects.
 - b) Proposed M/WBE commitments for the Lakeview Center Renovation.
 - c) Proposed M/WBE participation plan and description of bidding and procurement processes that will achieve M/WBE commitments on the Lakeview Center Renovation.
- 10. Financial Capability: (One (1) copy, sealed under separate cover). The Proposer shall furnish financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Proposer has the financial viability and ability to perform the Services. In the event Proposer does not have an audited financial statement, Proposer may submit a review or compilation prepared by an outside accountant. The Owner, however, reserves the right to request additional information. The Proposer shall also submit annual reports and a written disclosure advising of any pending litigation against the Proposer that may have a material effect in Proposer ability to provide the services.
- 11. Other Phase I Submittal Requirements:
- C. Phase I Qualifications Submittal Evaluation Criteria. The Owner shall review and evaluate the qualifications of each Proposer in accordance with the following criteria. The relative importance of each evaluation criteria is indicated on the attached Design-Build Weighted Scoring Criteria – Phase I.
 - 1. Proposer's commitment to assign Key Staff Members for the duration of the project successful experience on past projects of similar type.
 - 2. Successful experience with projects of similar type.
 - 3. Past performance with timeliness and completion of projects.

4. Quality of Proposer's Consultants.
5. Quality of experience of Proposer's Key Staff Members.
6. Quality of Proposer's Project Approach and Methodology.
7. Quality and content of references provided on representative projects.
8. Ability or past performance in obtaining Minority and Women owned Business Participation:
 - a) Proposer's unequivocal commitment to meet or exceed the MBE and WBE goals for the project.
 - b) Proposer's verifiable past performance achieving substantial MBE/WBE participation on comparable projects.
 - c) The comprehensiveness of Proposer's plan to achieve maximum meaningful participation on this project.
9. Proposer's financial capability as evidenced by Proposer's Statement of Qualifications and financial statements provided to the Owner.
10. Completeness and Comprehensiveness of Response to the requirements of Phase I of this RFP and the submittal of other submittal requirements.

III. PHASE II TECHNICAL AND COST PROPOSAL SUBMITTAL

A. Proposal Preparation Instructions

1. The purpose of the proposal is to provide the Proposer with an opportunity to describe how the Proposer will perform any resultant contract, as well as describe the Proposer's understanding of the requirements of the Scope and Performance Criteria and should be specific and complete in every detail. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to satisfactorily perform the contract being sought. The proposal should therefore be practical, legible, clear and coherent.
2. These instructions prescribe the required format for proposals, and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. Proposers are cautioned to strictly comply with all instructions within this RFP to ensure submission of a complete proposal. Failure to furnish a complete proposal at the time of proposal submittal may result in the proposal being unacceptable to the Owner and eliminated from consideration for award.

B. Technical Proposal Requirements

1. Cover Letter
2. Table of Contents
3. Executive Summary
 - a) Proposer's commitment to enter into Design-Build Agreement in the form attached to this RFP.
 - b) Proposer's commitment to comply with the Standard Form of general Conditions of Contract Between Owner and Design-Builder.
4. Project Management Plan. The Project Management Plan should demonstrate how the Proposer will control the job. The Project Management Plan is the technical approach to the project including but not limited to the following:
 - a) Lines of Authority and Organization Plan. Demonstrate how Key Staff Members will be structured including project title, project assignment, and firm association. Key Staff Members shall include the engineering disciplines and key construction

subcontractors listed below.

- (1) At a minimum, discuss the Project Manager; the Project Architect (Lead); Project Engineer (Lead) and other engineers responsible for civil, sustainable design, electrical, mechanical, fire protection, and structural design; the quality control manager; and the construction manager and project superintendent.
 - (2) If subcontractors will be providing comprehensive Design-Build services to the Proposer, provide qualifications for their key design personnel as well.
 - (3) Key Design Consultants and Construction Subcontractors. Discuss the extent of their roles with respect to the design and construction phases of this project.
- b) Quality Control Plan. The alliance of the project designer and builder on a project such as this naturally removes one commonly used method of quality control, that is, the usual reliance of the Owner on the design consultant for monitoring construction. The Owner may provide an on-site representative during construction to assist in ensuring compliance with the intent of the Scope and Performance Criteria. Nonetheless, the Design Builder will retain primary responsibility for ensuring the quality of construction. Proposers must develop a formal program of monitoring to ensure a high level of construction quality.
- (1) Proposers shall submit Quality Control Plans that comply with the requirements of the Standard Form of General Conditions of Contract Between Owner and Design-Builder. The Proposer's program shall include the following characteristics:
 - (2) A clear identification of the personnel responsible for quality control and a clear policy establishing their authority. The quality control group shall be separate and apart from (not the same as) the people that are doing the construction. Of particular interest is the role of the Designer of Record in all design and construction progress.
 - (3) A specific description of the tasks and functions of the quality control personnel. A specific policy establishing schedules for the performance of quality control tasks.
 - (4) A policy for reporting quality control findings to the Owner's Project Manager. A procedure whereby the Owner may resolve disputes that have not received satisfactory responses from the first levels of quality control Personnel.
 - (5) The names of testing laboratories to be used and the procedures for test data reporting.
 - (6) A plan for material storage and protection.
 - (7) The plan for review, evaluation, and Proposer Quality Control of the Design Submittals prior to Owner receipt.
 - (8) The plan for review of construction phase submittals.
 - (9) Procedures for involving Key Subcontractors in the design development.
- c) Integration of Safety Activities
- (1) Provide a summary of the Safety plan that you will implement if you are awarded this contract.
 - (2) Include in the summary your plans for training and documentation.
 - (3) Safety Plan should demonstrate familiarity with and adherence to OSHA standards and describe steps to be taken to promote safety during construction.
 - (4) Explain how you intend to maintain an accident free worksite.
- d) Design and Construction Schedule. Provide an integrated Design and Construction Schedule with all "Fast Tracking" areas clearly identified, if proposed.
- (1) The schedule for design and construction shall be task oriented, indicating dates by which milestones are to be achieved. The Proposer shall use a critical path scheduling approach and the schedules shall be graphically represented.

- (2) The schedule is to be an integrated and networked multi-layered schedule of program/project tasks. It identifies project events, accomplishment, and criteria and the expected dates of each. These dates are based on the calendar dates provided as the starting point and the logical flow of dates provided by calculating the addition of duration of all tasks using typical schedule networking tools.
 - (3) Each major task will be directly traceable to the requirements of the project. The schedule is intended as a tool for day to day tracking of the program/project that rolls up to increasingly higher summary levels.
 - (4) All tasks/activities in the schedule should be logically linked together showing predecessor/successor relationships.
 - (5) The Proposer shall also submit a rationale explaining how the schedules will be achieved.
 - e) Risk Assessment Activities. Provide a summary of strategies and processes for early identification of project risks and mitigation processes.
- 5. Technical Documents. Technical Documents shall be submitted in separate three-ring binders labeled "Technical Documents". This portion of the Proposal consists of, but is not limited to: design documents, sketches, outline specifications, design analysis, catalog cuts, and other information. Provide five (5) copies of any drawings, cut sheets or other technical data included in the proposal plus one electronic copy.
- 6. Technical Documents – Design Parameters. The following Design Parameters shall be submitted as part of the Technical Documents and shall include graphic description of the design included in the Scope and Performance Criteria clearly indicated as such. All alternate designs shall be graphically described on separate drawings. Proposers are advised that the required data listed below will be utilized for technical review and evaluation by the Owner's Evaluation Team. Materials indicated in the Scope and Performance Criteria, but not indicated in the Proposer's specifications, will be understood to be included and a part of the proposal. If drawings are provided, do not depict items that are not part of the proposal (e.g.: furniture, wall hangings, etc.).
 - a) Architectural Design Submittal Requirements.
 - (1) Architectural. Demonstrate conformance with the floor plan and functional arrangement, depicted in the Scope and Performance Criteria. Describe and justify any adjustments or changes to either. Describe interior design theme. Describe any special features or finishes that contribute to the proposed design theme. Describe construction of typical interior partitions. List all architectural betterments and deviations from Scope and Performance Criteria. Include a Life Safety analysis.
 - (2) List of Specifications. Provide a list of specifications proposed for use in the Design.
 - b) Mechanical Design Submittal Requirements.
 - (1) Heating, Ventilating, and Air Conditioning. Provide in a narrative or drawing format a general description of the integration of the various supporting systems among themselves and within the proposed structural systems. Describe the methods and plans for coordinating the various supporting systems to minimize construction problems between trades/disciplines. Design analysis will contain the following: Criteria listings – manuals, pamphlets, technical books, etc.; Design conditions used in calculations – inside and outside temperatures, personnel load, outside air or ventilation requirements, U-factors, and other special conditions; Block loads for heating and cooling shall be calculated using ASHRAE-based methods. Use American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE) 90.1 2007 Edition, 5.
 - (2) Equipment. Provide a brief description of all major items of equipment, including catalog cuts. Indicate operating temperatures and capacities. Clearly delineate the separate systems, i.e., Air handling units including

heating and cooling type, make-up air units, HVAC hot water heating systems including boilers and heat exchangers, HVAC cooling systems including air or water cooled chillers and DX condensing units, Heat, Pumps, Air terminals including variable air boxes and fan powered boxes, Air device types, miscellaneous fans including return and exhaust air systems. Description of piping systems including type of pipe, insulation requirements, and whether concealed or exposed, including catalog cuts. Describe the general breakdown of the work between the Heating and Ventilating trades.

- (3) Energy Conservation Design Narrative. Energy conservation measures shall be indicated. The narrative shall describe measures and techniques that are proposed in the mechanical design that will optimize conservation of energy.
- c) Plumbing Design Submittal Requirements:
- (1) Provide in a narrative or drawing format a general description of the scope of the project and all of the major plumbing systems. Include water conservation goals and strategies, and any specific measures.
 - (2) Criteria listing – manuals, codes, etc.
 - (3) Fixture determination listing quantity and type of fixtures such as drinking water fountains, service sinks, etc.
 - (4) Piping types and location (concealed or exposed), together with material proposed and insulation requirements.
 - (5) Outline Specifications. The Proposer shall provide a list of specifications proposed to be used in the design, if sections are not provided in this RFP.
- d) Electrical Power, Lighting, Grounding, and Communications Design Submittal Requirements.
- (1) Interior Electrical System - Provide in a narrative or drawing format a General description of the scope of the interior electrical system that shall include the following data:
 - (a) Detailed indication of the lighting system(s) to be used for each definitive area. Include a concept lighting schedule showing room name and/or number, lighting intensity, use of daylight, including how window design and controls will facilitate daylight harvest, type of fixture by manufacturer's name, voltage, and basis of design such as I.E.S. criteria, definitive, etc. Only a single catalog cut sheet is required for each fixture type. This cut sheet will establish the physical, functional and visual characteristics of the fixture and establish a level of quality.
 - (b) State the type of wiring system proposed, such as rigid conduit, non-metallic tubing, intermediate conduit, electrical metallic tubing, non-metallic sheathed cable, etc., and where it is intended to be used.
 - (c) Indicate any special items of design, such as specialized equipment, special receptacles, handicapped and seismic requirements, etc. Describe how the applicable grounding system will be achieved.
 - (d) Indicate the basic characteristics of the panel boards, protective devices, switchboard, motor control centers, or other major equipment to be provided. Provide the name of the manufacturer(s) and catalog cuts for the equipment that will be used.
 - (e) Specifications. Provide a list of specifications proposed to be used in The design, if the sections are not provided in the RFP.
- e) Fire Protection Design Submittal Requirements.
- (1) Narrative. A narrative will be provided addressing the below items or feature of the building in this project.
 - (2) Provide certification by the fire protection engineer that the building design shall comply with the life safety/fire protection provisions of the applicable codes.
 - (3) Automatic fire extinguishing systems and hose standpipe systems: Identification of all areas provided with sprinkler protection and the type of

- sprinkler system provided, sprinkler hazard classification for these areas.
- (4) Fire alarm and detection systems: Type of alarm and detection system, location of the fire alarm and detection equipment including fire alarm control panel, and catalog data sheets of major components.
- f) Utilization of Renewable Energy. Utilization of renewable energy systems is encouraged. Clearly define any proposed renewable energy systems. Provide all manufacturers' catalog and performance information in order to clearly assess its limitations and applicability. Clearly identify projected increases or decreases in operations and maintenance costs as compared to standard system. Consideration for the use of renewable energy systems will be given.
- g) Energy Conservation Design Narrative. Energy conservation measures shall be indicated. The narrative shall describe measures and techniques that are proposed in the design that will conserve energy.
- h) Commissioning Plan. Commissioning is defined as the testing, adjusting, balancing, and validation process necessary to establish that the equipment and systems installed comply with the design have been properly started per the manufacturer's startup instructions and validate the adequacy of the original design. The following items shall be submitted with the proposal:
- (1) Narrative. Provide a narrative description of how the commissioning process will be managed and tracked, starting at the design stage, through the construction, startup, final acceptance and warranty stage. Include a brief description of what checks and balances will be used to ensure design requirements are met and that problem areas are documented and resolved.
- (2) Mechanical Equipment. The commissioning process shall, at a minimum, comply with the Testing, Adjusting & Balancing requirements as stipulated by the American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (ASHRAE) or Portland Energy Conservation, Inc. (PECI) or other generally accepted authority. The commissioning process shall not be limited to the mechanical systems, but shall apply to all systems.
- (a) Special emphasis shall be given to the security, fire alarm and direct digital control (DDC) systems and subsystems.
- (b) List of all equipment and systems that shall be commissioned.
7. Technical Documents – Design Concepts. Any prototype design deviations (if proposed) shall underscore the essential elements the Scope and Performance Criteria.
8. Technical Documents – Quality of Products and Materials Used.
- a) The level of quality and durability specified shall be consistent with the Scope and Performance Criteria and in response to the function, mission effectiveness and economics of a high use community Park District facility.
- b) All materials shall be coordinated with the Scope and Performance Criteria.
9. Technical Documents – Innovation in meeting the Scope and Performance Criteria. The Proposer may offer betterments from the general scope and character defined in the Scope and Performance Criteria that provides one or more of the following:
- a) Cost Savings
- b) Schedule Savings
- c) Improved or enhanced project specific or building specific requirements
- d) Significantly improved energy performance
10. Technical Documents – Constructability of Proposed Project. The Proposer shall provide in narrative or graphic form why certain construction methods were chosen. Constructability may be demonstrated by the following:
- a) Use of standard details
- b) Coordination between trades
- c) Use of readily available materials and equipment

- d) Site Access Plan
 - e) Other construction practices to meet the requirements of the Scope and Performance Criteria
11. Cost Proposal
- a) Guaranteed Maximum Cost Proposal in the form attached to this RFP.
12. Other Submittal Requirements
- C. Phase II Technical and Cost Proposal Evaluation Criteria
1. Compliance of the proposal with the objectives of the RFP.
 - a) The Owner will ascertain whether the Proposer has met all the project objectives by review of the following submittals
 - (1) Cover Letter
 - (2) Table of Contents
 - (3) Executive Summary
 - (4) Completion of Proposal Document Forms
 - (5) Design Builder's Qualifications
 2. Overall compliance and responsiveness of proposed services to the RFP.
 - a) The Owner will ascertain whether the Proposer has demonstrated a functionally integrated understanding of the Proposed Services by the review of the following:
 - (1) Project Management Plan
 3. Overall compliance and responsiveness the Design Parameters included in Technical Proposal.
 4. Quality of the design concepts included in the Technical Proposal and their conformance with the requirements of the RFP and Scope and Performance Criteria.
 - a) The Owner will ascertain whether the Proposer has developed the prototype design in accordance with the requirements of the RFP and the Scope and Performance Criteria. Special consideration will be given to prototype deviations (if any proposed) that improve upon the essential elements of the design parameters.
 5. Quality of Products and Materials Used.
 - a) The level of quality and durability Proposer specified materials and products shall be consistent with the Scope and Performance Criteria and in response to the function, mission effectiveness and economics of a high use community Park District facility.
 6. Innovation demonstrated in meeting the Scope and Performance criteria in the RFP and Scope and Performance Criteria.
 - a) The Owner will ascertain whether the Proposer has developed betterments that maintain the general scope and character defined in the Scope and Performance Criteria and provide one or more of the following:
 - (1) Costs Savings
 - (2) Schedule Savings
 - (3) Improved or enhanced project specific or building specific requirements
 - (4) Significantly improved energy performance
 7. Overall constructability and quality of constructability of proposal.
 - a) This criterion will be evaluated on the Proposer's explanation of why certain construction methods were chosen and the evaluation of the following:
 - (1) Use of standard details
 - (2) Coordination between trades
 - (3) Use of readily available materials and equipment
 - (4) Site Access Plan

- (5) Other construction practices to meet the requirements of the Scope and Performance Criteria.
- 8. Guaranteed Maximum Cost Proposal: The Guaranteed Maximum Cost Proposal shall evidence a complete understanding of the Cost of the Work.
- 9. Project Schedule: Quality and validity of proposed design and construction schedule evidenced by schedule submitted in the Project Management Plan.

DESIGN-BUILD WEIGHTED SCORING CRITERIA – PHASE I

	PHASE I – Qualification Evaluation Criteria	Possible Points	Points	Comments
1	Proposer's commitment to assign Key Staff Members for the duration of the project	4		
2	**Successful experience with past D/B projects of similar type	8		
3	Successful experience with projects of similar size	8		
4	Past performance with timeliness and completion of projects	8		
5	**Quality of Proposer's Consultants	10		
6	**Quality of experience of Proposer's Key Staff Members	10		
7	Quality of Proposer's Project Approach and Methodology	10		
8	**Quality and Content of references provided on representative projects	10		
9	**Ability or past performance with MBE/WBE Participation	10		
10	Ability or past performance with Equal Opportunity Participation	10		
11	**Proposer's Financial Capability	10		
12	Completeness and comprehensiveness of Proposer's response to Phase I of the RFP	2		
	Total Qualification Points	100		

**Required by Act

DESIGN-BUILD WEIGHTED SCORING CRITERIA – PHASE II
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	PHASE II – Technical Evaluation Criteria	Possible Points	Points	Comments
1	**Compliance with the objectives of the project	10		
2	**Overall compliance and responsiveness of proposed services to the RFP	10		
3	**Overall compliance and responsiveness to Design Parameters	8		
4	**Quality of Design concepts included in the Technical Proposal	8		
5	**Quality of products and materials used	8		
6	**Innovation demonstrated in meeting the Scope and Performance Criteria in the RFP	8		
7	**Overall Constructability and quality of constructability of proposal	8		
	Total Technical Points	60		

	PHASE II – Cost Evaluation Criteria	Possible Points	Points	Comments
1	**Guaranteed Maximum Price Proposal	30		
2	**Quality and validity of proposed design and construction schedule submitted with proposal and compliance with the time of completion requirements of this RFP	10		
	Total Cost Points	40		

Total Phase II Points 100

**Required by Act



Peoria Park District
Certificate of Equal Employment Opportunity Compliance
for
Contractors and Vendors

Office Use Only:
Approved: _____
Date: _____

Disclosure of the information requested in this form is required by the Peoria Park District. Failure to properly complete and sign this form will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid.

As part of the Design-Builder's commitment to equal employment opportunity practices, this company does the following:

- Recruits, trains, upgrades, promotes and disciplines persons without regard to race, color, sex, religion, national origin, veteran status, age, mental or physical ability.
- Notifies all recruitment sources that all qualified applicants will be considered for employment without regard to race, color, sex, religion, national origin, veteran status, age, mental or physical ability.
- When advertising is used, specifies that all qualified applicants will be considered for employment without regard to race, color, sex, religion, national origin, veteran status, age, mental or physical ability.
- Notifies all labor organizations which furnish this Design-Builder with any skilled or non-skilled labor of the Design-Builder's responsibility to comply with the equal employment opportunity requirements required in all contracts by the Peoria Park District.
- Notifies all of its sub-contractors of their obligation to comply with the equal employment opportunity requirements required in all contracts by the Peoria Park District.
- Has an affirmative action program that assures the company's fair employment practices are understood and carried out by all of its managerial, administrative and supervisory personnel.

Is the Design-Builder a minority/woman owned business (MBE/WBE)? ____ YES ____ NO

The Design-Builder does not discriminate against any employees or applicants for employment because of race, color, religion, sex, national origin, veteran status, age, mental or physical ability.

The Design-Builder does not maintain segregated facilities for any of its employees on the basis of race, religion, color, national origin, because of habit, local custom, or otherwise.

By signing this form, the Design-Builder attests that it complies with all statements listed above as part of the Design-Builder's commitment to equal employment opportunity practices. The Design-Builder further agrees that it has completed the attached Workforce Profile Sheet truthfully, to the best of its knowledge.

Design-Builder Name

Design-Builder Address

Signature of Design-Builder Official

Name / Title

Telephone Number & Fax Number

Email Address

Rev. 6/2012

WORK FORCE PROFILE - FULL TIME ONLY

DATE OF PAYROLL PERIOD USED:

Job Classifications	Total Employees		Black		Hispanic		Native American		Asian		Veteran		Disabled	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1. Officers, Managers, Supervisors														
2. Professionals														
3. Technicians														
4. Sales														
5. Office/Clerical														
6. White Collar Trainees:														
7. Skilled Crafts:														
8. Apprentices:														
9. On-the-job Trainees:														
10. Semi-skilled														
11. Service Workers														
12. Unskilled														
TOTALS														
Above Employee Figures obtained from: _____ Visual Check _____ Employment Record														

WORKFORCE PROFILE INSTRUCTIONS

RACE/ETHNIC IDENTIFICATION

WHITE (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

ASIAN or PACIFIC ISLANDER: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

NATIVE AMERICAN or ALASKAN NATIVE: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

DESCRIPTION OF JOB CLASSIFICATIONS

OFFICERS, MANAGERS, AND SUPERVISORS - Occupations requiring administrative personnel who set broad policies, and exercise over-all responsibility for the execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers/superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

PROFESSIONALS - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants/auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.

TECHNICIANS - Occupations requiring combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: drafters, engineering aids, junior engineers, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic physical sciences), and kindred workers.

SALES WORKERS - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents/salespersons, insurance agents/brokers, real estate agents/brokers, stock and bond salespersons, demonstrators, salespersons and sales clerks, and kindred workers.

OFFICE AND CLERICAL WORKERS - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office couriers, office machine operators, shipping and receiving clerks, stenographers, typist and secretaries, telegraph and telephone operators, and kindred workers.

WHITE COLLAR TRAINEES - Persons engaged in formal training for official, managerial, professional, technical, sales, office and clerical occupations.

SKILLED CRAFTS - Manual worker of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen,

skilled machining occupations, composers and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

APPRENTICES - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

ON-THE-JOB TRAINEES - Persons engaged in formal training for craftsmen when not trained under apprentice programs; semi-skilled, unskilled and service occupations.

SEMI-SKILLED WORKERS - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

SERVICE WORKERS - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, fire fighters, guards, watchmen and doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.

UNSKILLED WORKERS - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing loading and pulling operations, and kindred workers.

PLEASE BE ADVISED!

Every party to a public contract and every party bidding on public contracts are required to have a written sexual harassment policy that contains:

- (1) a definition of sexual harassment under state law;
- (2) a description of sexual harassment utilizing examples;
- (3) a formalized complaint procedure;
- (4) a statement of victims rights;
- (5) directions on how to contact the Illinois Department of Human Rights – **Illinois companies. Out-of-State companies must include directions on how to contact the enforcement agency within their state.** Companies that issue a standard policy for all business locations must prepare an addendum providing directions on how to contact the appropriate enforcement agency.
- (6) a recitation that there cannot be any retaliation against employees who elect to file charges.

Recommendation: Your sexual harassment policy should be drafted in language easy to understand and any revisions should be reviewed by legal counsel. A copy of your policy should be posted in a prominent and accessible location to assure all employees will be notified of the company's position.

In order to conduct business with the PEORIA PARK DISTRICT, you must have a written sexual harassment policy that conforms to the new ACT.

**FAILURE TO DO SO
WILL DISQUALIFY YOU AS AN ELIGIBLE VENDOR!!!**

Please be advised, effective July 1, 1993, Governor Jim Edgar established under Executive Order Number 7 (Public Act 87-1257) that every party to a public contract and every party bidding on a public contract within the State of Illinois must have a written policy statement prohibiting sexual harassment. The following model policy statement is a draft copy provided for use in formulating your company's policy statement

SEXUAL HARASSMENT POLICY STATEMENT

It is the responsibility of each individual employee to refrain from sexual harassment and it is the right of each individual employee to work in an environment free from sexual harassment.

DEFINITION OF SEXUAL HARASSMENT

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decision(s) affecting such individual; or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights act of 1964, as amended in 1991. One such example is a case where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to an individual who submits (voluntarily or under coercion) to sexual advances or sexual favors. Another example is where an individual must submit to sexual harassment in order to receive an employment opportunity.

Other conduct commonly considered to be sexual harassment includes:

- ⇒ Verbal: Sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statement about other employees, even outside of their presence, of a sexual nature.
- ⇒ Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- ⇒ Visual: Posters, signs, pin-ups, slogans of a sexual nature.
- ⇒ Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse or actual assault.

Sexual harassment most frequently involves a man harassing a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

The most severe and overt forms of sexual harassment are easier to determine; however, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. The trend in the courts is to assess sexual harassment by a standard of what would offend a "reasonable woman" or a "reasonable man", depending upon the gender of the alleged victim.

An example of the most subtle form of sexual harassment is the use of endearments. The use of terms such as "honey", "darling", and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

- ⇒ “That’s an attractive dress you have on.”
- ⇒ “That’s an attractive dress. It really looks good on you.”
- ⇒ “That’s an attractive dress. You really fill it out well.”

The first statement appears to be simply a compliment. The last is most likely to be perceived as sexual harassment depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution.

RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

Each individual employee has the responsibility to refrain from sexual harassment in the workplace. An individual employee who harasses a fellow worker is, of course, liable for his or her individual conduct. The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company/organization policy or a collective bargaining agreement, as appropriate.

RESPONSIBILITY OF SUPERVISORY PERSONNEL

Each supervisor is responsible for maintaining a workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct.

The courts have found companies/organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with a company/organization, such as a contractor, customer, sales representative, or repair person).

Liability is based either on a company/organization's responsibility to maintain a certain level of discipline, or on the supervisor acting as an agent of the company/organization. As such, supervisors must act quickly and responsibly not only to minimize their own liability, but also that of the company/organization.

RESOLUTION OUTSIDE THE COMPANY/ORGANIZATION

It is hoped that most sexual harassment complaints and incidents can be resolved within a company/organization. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the U.S. Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with EEOC must be filed within 300 days.

Illinois Department of Human Rights

(217) 785-5100 – Springfield
(217) 785-5125 – TDD Springfield
(312) 814-6200 – Chicago
(312) 263-1579 – TDD Chicago

Illinois Human Rights Commission

(217) 785-4350 – Springfield
(217) 785-5125 – TDD Springfield
(312) 814-6269 – Chicago
(312) 814-4760 – TDD Chicago

U.S. Equal Employment Opportunity Commission

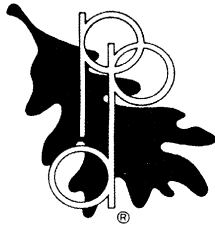
(312) 353-2613 – Chicago District Office
(800) 669-4000 – Toll Free Within State of Illinois
(800) 669-6820 – TDD Chicago

An employee who is suddenly transferred to a lower paying job or passed for promotion, after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due 180 days (IDHR) or 300 days (EEOC) from the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges of assault and battery.

FALSE AND FRIVOLOUS COMPLAINTS

False and frivolous charges refer to cases where the accuser is using a sexual complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.



ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

The undersigned Design-Builder hereby certifies that it will comply with all provisions of the Illinois Drug Free Workplace Act of 1991.

Dated this _____ day of _____, 20 _____

Design-Builder

By: _____



SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Project Name: _____

Location: _____

The Substance Abuse Prevention on Public Works Act Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Design-Builder and by employees of all approved Subcontractors while performing work on a public works project. The Design-Builder/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned representative of the Design-Builder/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Design-Builder/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative/Date

B. The undersigned representative of the Design-Builder/Subcontractor certifies that the contracting entity has in place, for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Design-Builder/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative/Date



CERTIFICATION OF SAFETY COMPLIANCE

The undersigned Design-Builder/Vendor hereby certify that they and their sub-contractors will comply with any and all prevailing occupational safety and health standards including, but not limited to the following: hazard communication, hearing conservation, respirator use, permit required confined space entry, scaffolding, personal protective equipment, ladder usage, ventilation, flammable and combustible liquids handling and storage and lockout/tagout. Such compliance may include a training component or require a written program of compliance.

Dated this day of _____, 20 ____.

DESIGN-BUILDER/VENDOR: _____

By: _____

**PLEASURE DRIVEWAY AND PARK DISTRICT
OF PEORIA, ILLINOIS**

Individual Contractor Form

CONTRACTOR CERTIFICATION

I, _____, do hereby certify that I am a contractor who has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4(bid rotating) of the Illinois Criminal Code, Illinois Compiled Statutes 720 ILCS 5/33E-3 and 5/33E-4.

Contractor

By: _____

Subscribed and Sworn before me this _____ day of _____, 20____

Notary Public

My Commission Expires _____, 20____

**PLEASURE DRIVEWAY AND PARK DISTRICT
OF PEORIA, ILLINOIS**

Corporate or Partnership Contractor Form

DESIGN-BUILDER CERTIFICATION

I, _____, a duly authorized agent of
(Agent)
_____, do hereby certify that neither
(Design-Builder)
_____, nor any individual presently
(Design-Builder)
affiliated with _____, has been barred from
(Design-Builder)

bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, Illinois Compiled Statutes, 720 ILCS 5/33E-3 and 5/33E-4.

Design-Builder

By: _____

Subscribed and Sworn before me this _____ day of _____, 20____

Notary Public

My Commission Expires _____, 20____

MAJOR SUBCONTRACTORS LIST

The following Tabulation of Major Subcontractors shall be attached and made a condition of the Proposal. The Proposer expressly understands and agrees to the following provisions:

- A. If awarded a Contract as a result of this Proposal, the major subcontractors used in the prosecution of the work will be those listed below.
- B. The following list includes all subcontractors who will perform work representing 5% (five percent) or more of the total Base Proposal.
- C. The subcontractors listed below are financially responsible and are qualified to perform the work required.
- D. The subcontractors listed below comply with the requirements of the Contract Documents.
- E. Any substitutions in the subcontractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. No sub-subcontractors will be allowed unless specifically stated on the form. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.
- F. Failure to submit the list of Major Subcontractors as stated herein shall constitute a material variation from the Request for Proposals; and any such Proposal may be rejected by the Owner.

[illegible]

(Attach additional sheets if required)

END OF MAJOR SUBCONTRACTOR FORM

Directory of Minority & Women Owned Business Enterprises
Compiled with Information from
City of Peoria Equal Opportunity Office
Peoria Housing Authority
Peoria Park District

Revised 5/12

Adams Septic & Sewer Services, Inc. Michelle Adams	Septic and Sewer Contractor WBE 1641 N. Tiber Ridge Ct., East Peoria, IL 61611	(309) 691-6113
AFE Construction, Inc. Monica Arbuckle	General Contractor WBE P.O. Box 199, Mackinaw, IL 61755	(309) 303-7065 (866) 491-2209 (Fax)
A & L Salvage, Inc. Archie Brown	Clean Up, Tree Cutting & Removal, Truck Salvaging MBE 824 W. Brons Peoria, IL 61604	(309) 682-4412
Alexander Brothers Construction Co. Allester Alexander	Concrete, Demolition, Excavation, Landscaping MBE P.O. Box 1508, Peoria, IL 61605	(309) 673-6768
Ambri Inc. Robert J. Hunt, Jr.	Drywall, Flooring, Painting, Cabinetry MBE 9101 S. Nashville Ave., Oak Lawn, IL 60453	(708) 233-0217 (Phone and Fax)
Atherton, P.A. Patricia Atherton	Asphalt, Concrete, Demolition, Excavation WBE 57 Eichorn Road, Spring Bay, IL 61611	(309) 822-8575 (309) 822-8782 (Fax)
BJB Enterprises, Inc. Jim Bryant	Concrete, Demolition, Excavation, General, Landscaping, Trucking/Hauling MBE 1220 SW Washington St., Peoria, IL 61602	(309) 671-4415 (309) 673-4308 (Fax)
Braun Excavating, Inc. Teresa Braun	Demolition, Digging of Footings, Excavation, Pipe Laying WBE 24 Gulf Stream Bartonville, IL 61607	(309) 697-5454 (309) 697-6567 (Fax)
Brown, Leo Trucking, Inc. Leo Brown	Trucking/Hauling MBE P. O. Box 9057, Peoria, IL 61612	(309) 685-6710 (309) 685-0759 (Fax)
Buddy's Landscaping Dexter Davis	Landscaping MBE P. O. Box 1836, Bloomington, IL 61702	(309) 824-9211 (309) 454-3342 (Fax)
Central Landscaping	Landscaping WBE 12512 Mendell Rd., Princeville, IL 61559	(309) 385-4832 (309) 385-2644 (Fax)
CJL Landscaping, Inc. Rebecca J. Kelch	Landscaping WBE 10902 W. U. S. Highway 150, Brimfield, IL 61517	(309) 691-9200 (309) 691-5131 (Fax)
Clean Sweep Lead Abatement Ricky Walker	Lead-Based Paint Removal MBE 4014 Brighton Peoria, IL 61615	(309) 689-1146
Cordova Construction Tina Christopher	Concrete Removal, Curb & Gutter Removal, Sidewalk Removal WBE 2424 N. Ellory Road, Peoria, IL 61615	(309) 674-8810
Cornerstone Builders & Developers Ron Touilly	WBE 6129 W. Southport Rd., Peoria, IL 61615	(309) 674-9000 (309) 673-7783 (Fax)
CSS (Construction Specialties & Services) Dave Suzuki	Building Specialties, Design, Engineering, Estimating MBE P. O. Box 120703 Peoria, IL 61614	(309) 685-8453
Davis Brothers Construction Company Russell Davis	Trucking/Hauling MBE 1522 W. Kettelle St. Peoria, IL 61605	(309) 683-6931
DECA Realty Eddie J. Washington	Real Estate Broker, Appraiser MBE 417 W. Main, Peoria, IL 61606	(309) 637-3322 (309) 682-3922 (Fax)
Dunbar Transfer	Trucking WBE P.O. Box 315, Chillicothe, IL 61523-0315	(309) 303-5122 brendunbar@frontier.com

E & D Trucking and Hauling, Inc. Eddie Proctor	Trucking/Hauling MBE 1913 N. Idaho, Peoria, IL 61604	(309) 682-4336 (309) 251-6736 (Cell)
Elegant Installations James Barrett	Installation/sales custom drapery, blinds, shade, shutters MBE 125 E. Elaine, Peoria, IL 61614	(309) 648-8118 (309)693-0007 (Fax)
Fashion Floors, Inc. Yvonne Hand	Floorcoverings WBE 930 S. 2 nd Street, Suite B, Pekin, IL 61554	(309) 353-8272 (309) 347-1109 (Fax)
Fuhrmann Engineering Inc. Kathy Shelter	Civil Engineers / Land Surveyors WBE 456 Fulton St., Suite 146	(309) 713-3498 Ext. 5
Flessner Electric	Electrical 3600 S. Cameron Ln., Mapleton, IL 61547	(309) 697-2484
G&L Trucking & Construction	WBE 1113 W. Groveland Ave., Peoria, IL 61604	(309) 686-9334
Garza Heating & Cooling	1304 S. Western Ave., Peoria, IL 61605	(309) 645-6294
Ronald A. Givens & Associates Ronald A. Givens	Insurance & Investments MBE 2616 N. Lehman, Peoria, IL 61602	(309) 685-4588 (309) 676-3152 (Fax)
Gutters & More	WBE 157 Thunderbird Ln., East Peoria, IL 61611	(309) 694-4000 (309) 694-3356 (Fax)
Hancock Trucking, Inc. Nancy Hancock	Trucking/Hauling WBE 30570 Hancock Road Mackinaw, IL 61755	(309) 447-6733
Hanley Steel, Inc. Jill Hanley	Fabricated structural and miscellaneous steel WBE 8811 N. Industrial Rd., Peoria, IL 61615	(309) 692-5250 (309) 692-5251 (Fax)
Heart Technologies Jim Bainter Brad Armstrong	Data and Telephone, Communication and Construction WBE 3105 N. Main Street, Peoria, IL 61611	(309) 427-7000 (309) 427-7007 (Fax)
Hermann & Associates Alisha Hermann	WBE 5835 N. Galena Rd., Peoria, IL 61614	(309) 687-5566 (309) 687-0571 (Fax)
Horan Construction, Inc. Susan Arnholt	Carpentry, Concrete, Demolition, General, Wrecking WBE 1720 W. Chanute Road Peoria, IL 61615	(309) 691-3133 (309) 691-1841 (Fax)
Intech Innovations John McCrary	Audio/Video Design and Integration WBE Washington, IL 61571	(309) 370-6676 (309) 745-9691 (Fax)
J Construction Frank Coates	General MBE 1810 Stever, Peoria, IL 61605	(309) 303-3919 (Cell)
J. D. Masonry Services Hurdestine Dabbs	Concrete M/WBE 907 E. Arcadia, Peoria, IL 61603	(309) 453-6533 (Cell)
J&J Manufacturing	110 W. Walnut, Chillicothe, IL 61523	(209) 274-3141
J & J Construction Herman Johnson	Demolition, Excavation MBE 1710 W. Garden Street, Peoria, IL 61605	(309) 673-8616 (309) 676-8292 (Fax)
J & K Construction James Tilman	General MBE 4003 N. Rochelle, Peoria, IL 61615	(309) 685-8554 (309) 685-8554 (Fax)
JM Industrial Supply Ron Given	Maintenance Items, Tools, Soaps MBE 2323 Lakeshore, Pekin, IL 61554	(309) 346-5796 (309) 347-5100
Kahbeah Contracting & Trucking Larry Kahbeah	Trucking/Hauling MBE 510 N. Yates, P. O. Box 56, Tallula, IL 62688	(217) 634-4157 (217) 634-4157 (Fax)
LV Enterprise John L. Palmer	Trucking/Hauling MBE 303 E. Archer Avenue, Peoria, IL 61603	(309) 657-2420 (309) 682-8872 (Fax)
M & A Plumbing Michael Abner	Plumbing MBE 6216 N. Devonshire Avenue, Peoria, IL 61615	(309) 689-0133 (309) 689-0133 (Fax)
M&K Heating & Cooling Reggie Williams	HVAC MBE 2406 W. Newman Parkway, Peoria, IL 61604	(309) 256-6129

M & L Plumbing Manzell Lawson	Plumbing MBE 1309 W. Lincoln, Peoria, IL 61605	(309) 674-8466
Midwest Construction Services Sheila Shover	Traffic Control Products, Trucking/Hauling M/WBE P. O. Box 4185, Bartonville, IL 61607	(309) 697-1000 (309) 697-1004 (Fax)
Ordaz Construction Co. Inc. Elizabeth Ordaz Mercer	Concrete WBE 8010 N. Sommer St., Peoria, IL 61615	(309) 693-3338 (309) 693-5505 (Fax)
Pendleton Excavating Darold Pendleton	Excavation, Sand & Gravel MBE 1207 W. MacQueen Peoria, IL 61605	(309) 685-9133 (309) 685-9133 (Fax)
Porter, V. L. Vincent Porter	Concrete, General MBE 500 W. North, Suite 10, Springfield, IL 62704	(217) 744-8050
RTM Concrete Construction Morris Stokes	Concrete MBE 2207 W. Wiswall, Peoria, IL 61605	(309) 637-4237
N. E. Rudd Trucking Nanette Jenkins-Rudd	Trucking/Hauling WBE P.O. Box 14, 107 Washington St., Kingston Mines, IL 61539	(309) 389-4150 (309) 389-2849 (Fax)
Rufus Construction Company Rufus Nelson	Painting, Roofing, Remodeling MBE 1819 S. Idaho Street, Peoria, IL 61605	(309) 673-6776 (309) 497-9453 (Cell)
Searle Trucking, Inc. Debbie Searle	Trucking/Hauling WBE P. O. Box 1084, Peoria, IL 61653	(309) 686-0708 (309) 688-5365 (Fax)
Sherwin Baker & Associates, Inc. Sherwin Baker	Construction Management, Consulting, Engineering, Technical Services MBE 103 E. Archer, Peoria, IL 61603	(309) 688-4203 (309) 688-4203 (Fax)
Smeltz, V.	Excavation MBE P. O. Box 64, Washington, IL 61571	
Tabitha Ventures, Inc. Edward O. Taiwo	Asphalt, Concrete, Demolition, Earthwork, Electrical, Excavation, General, HVAC, Landscaping, Painting, Plumbing, Resurfacing, Roofing, Trucking/Hauling MBE, 2000 W. Pioneer Parkway, Suite 7B, Peoria, IL 61615	(309) 692-1473 (309) 692-1564 (Fax)
The Communication Connection Jennifer Stone	Communication, Wire and Cable, Electrical and Telephone Products WBE 604 Filmore Street Harrisburg, PA 17104	(717) 561-7267
Three Cross Development J. T. Donelson	Concrete, General, Sidewalk MBE 1519 W. Millman Peoria, IL 61605	(309) 637-1238
Tilman Electric James Tilman	Electrical MBE 4003 N. Rochelle, Peoria, IL 61615	(309) 685-8554 (309) 264-3903 (Cell)
Whitaker Construction Lionel Whitaker	Concrete, General, Curb & Gutter, Sidewalk MBE 4010 N. Marbleway Dr., Peoria, IL 61615	(309) 682-9305 (309) 208-0476 (Cell)
Wiegand & Storrer Leslie Savant	Excavation, Sewer WBE 3210 E. Washington Road, East Peoria, IL 61611	(309) 699-6457 (309) 699-9660 (Fax)

Peoria County Prevailing Wage for January 2013

(See explanation of column headings at bottom of wages)

Trade Name Trng	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
ASBESTOS ABT-GEN 0.800		BLD		25.970	27.470	1.5	1.5	2.0	7.700	12.95	0.000
ASBESTOS ABT-GEN 0.850		HWY		28.750	30.000	1.5	1.5	2.0	7.700	13.95	0.000
ASBESTOS ABT-MEC 0.720		BLD		31.840	34.340	1.5	1.5	2.0	10.82	10.66	0.000
BOILERMAKER 0.300		BLD		35.010	38.010	2.0	2.0	2.0	7.070	13.83	0.000
BRICK MASON 0.560		BLD		32.060	33.560	1.5	1.5	2.0	7.700	9.130	0.000
CARPENTER 0.520		BLD		29.330	31.580	1.5	1.5	2.0	7.450	13.66	0.000
CARPENTER 0.520		HWY		30.820	33.070	1.5	1.5	2.0	7.450	13.94	0.000
CEMENT MASON 0.500		BLD		27.090	28.840	1.5	1.5	2.0	8.140	13.55	0.000
CEMENT MASON 0.500		HWY		28.280	29.780	1.5	1.5	2.0	8.140	13.93	0.000
CERAMIC TILE FNSHER 0.550		BLD		29.750	0.000	1.5	1.5	2.0	7.700	9.130	0.000
ELECTRIC PWR EQMT OP 0.270		ALL		35.440	0.000	1.5	1.5	2.0	5.000	10.98	0.000
ELECTRIC PWR GRNDMAN 0.180		ALL		24.320	0.000	1.5	1.5	2.0	5.000	7.540	0.000
ELECTRIC PWR LINEMAN 0.300		ALL		39.370	41.910	1.5	1.5	2.0	5.000	12.20	0.000
ELECTRIC PWR TRK DRV 0.190		ALL		25.510	0.000	1.5	1.5	2.0	5.000	7.920	0.000
ELECTRICIAN 0.400		BLD		34.820	37.320	1.5	1.5	2.0	5.350	10.08	0.000
ELECTRONIC SYS TECH 0.400		BLD		27.430	29.180	1.5	1.5	2.0	5.350	9.320	0.000
ELEVATOR CONSTRUCTOR 0.000		BLD		40.250	45.280	2.0	2.0	2.0	11.03	11.96	2.415
GLAZIER 1.250		BLD		30.770	32.770	1.5	1.5	2.0	9.700	7.700	0.000
HT/FROST INSULATOR 0.720		BLD		42.450	44.950	1.5	1.5	2.0	10.82	11.86	0.000
IRON WORKER 0.440		BLD		30.330	32.230	1.5	1.5	2.0	9.390	11.56	0.000
IRON WORKER 0.390		HWY		34.020	36.020	1.5	1.5	2.0	9.390	11.56	0.000
LABORER 0.800		BLD		24.970	26.470	1.5	1.5	2.0	7.700	12.95	0.000
LABORER 0.800		HWY		28.000	29.250	1.5	1.5	2.0	7.700	13.95	0.000
LABORER, SKILLED 0.800		BLD		25.370	26.870	1.5	1.5	2.0	7.700	12.95	0.000
LABORER, SKILLED 0.800		HWY		28.300	29.550	1.5	1.5	2.0	7.700	13.95	0.000
LATHER 0.520		BLD		29.330	31.580	1.5	1.5	2.0	7.450	13.66	0.000
MACHINERY MOVER 0.390		HWY		34.020	36.020	1.5	1.5	2.0	9.390	11.56	0.000
MACHINIST 0.000		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850
MARBLE FINISHERS 0.550		BLD		29.750	0.000	1.5	1.5	2.0	7.700	9.130	0.000
MARBLE MASON 0.550		BLD		31.510	32.760	1.5	1.5	2.0	7.700	9.130	0.000
MILLWRIGHT 0.520		BLD		30.240	32.490	1.5	1.5	2.0	7.450	13.09	0.000
MILLWRIGHT 0.520		HWY		31.820	34.070	1.5	1.5	2.0	7.450	13.44	0.000
OPERATING ENGINEER 2.600		BLD	1	35.000	38.000	1.5	1.5	2.0	9.000	12.50	0.000
OPERATING ENGINEER 2.600		BLD	2	32.490	38.000	1.5	1.5	2.0	9.000	12.50	0.000

OPERATING ENGINEER 2.600	BLD 3	28.560	38.000	1.5	1.5	2.0	9.000	12.50	0.000
OPERATING ENGINEER 2.600	HWY 1	35.000	38.000	1.5	1.5	2.0	9.000	12.50	0.000
OPERATING ENGINEER 2.600	HWY 2	32.490	38.000	1.5	1.5	2.0	9.000	12.50	0.000
OPERATING ENGINEER 2.600	HWY 3	28.340	38.000	1.5	1.5	2.0	9.000	12.50	0.000
PAINTER 1.250	ALL	32.900	34.900	1.5	1.5	1.5	9.650	8.200	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIIVER 0.520	BLD	29.830	32.080	1.5	1.5	2.0	7.450	13.66	0.000
PILEDRIIVER 0.520	HWY	31.820	34.070	1.5	1.5	2.0	7.450	13.94	0.000
PIPEFITTER 1.010	BLD	36.500	40.520	1.5	1.5	2.0	7.000	11.63	0.000
PLASTERER 0.600	BLD	27.770	28.770	1.5	1.5	2.0	8.140	12.76	0.000
PLUMBER 0.900	BLD	33.570	36.590	1.5	1.5	2.0	7.000	13.31	0.000
ROOFER 0.250	BLD	28.580	30.010	1.5	1.5	2.0	8.450	7.220	0.000
SHEETMETAL WORKER 0.660	BLD	31.920	33.520	1.5	1.5	2.0	7.270	13.08	0.000
SIGN HANGER 0.390	HWY	34.020	36.020	1.5	1.5	2.0	9.390	11.56	0.000
SPRINKLER FITTER 0.450	BLD	36.390	39.140	1.5	1.5	2.0	8.420	8.350	0.000
STEEL ERECTOR 0.390	HWY	34.020	36.020	1.5	1.5	2.0	9.390	11.56	0.000
STONE MASON 0.560	BLD	32.060	33.560	1.5	1.5	2.0	7.700	9.130	0.000
TERRAZZO FINISHER 0.550	BLD	29.750	0.000	1.5	1.5	2.0	7.700	9.130	0.000
TERRAZZO MASON 0.550	BLD	31.510	32.760	1.5	1.5	2.0	7.700	9.130	0.000
TILE MASON 0.550	BLD	31.510	32.760	1.5	1.5	2.0	7.700	9.130	0.000
TRUCK DRIVER 0.250	ALL 1	31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	ALL 2	31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	ALL 3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	ALL 4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	ALL 5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TRUCK DRIVER 0.250	O&C 5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000
TUCKPOINTER 0.560	BLD	32.060	33.560	1.5	1.5	2.0	7.700	9.130	0.000

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

PEORIA COUNTY

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

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: cutting & acetylene torch, gunnite nozzlemen, gunnite pump men & pots, kettlemen & carriers of men handling hot stuff, sandblaster nozzle men, sandblasting pump men & pots, setting up and using concrete burning bars, wood block setters, underpinning & shoring of existing buildings, and the unload-ing and handling of all material coated with creosote.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy & highway (HWY) classification shall encompass the following types of work,irrespective of the site of the work: jackhammer & drill operator, gunite pump & pot man, puddlers, vibrator men, wire fabric placer, sandblast pump & pot man, strike off concrete, unloading, handling & carrying of all creosoted piles, ties or timber, concrete burning bars, power wheelbarrows or buggies, asphalt raker, brickset-ters, cutting torchman (electric & acetylene), men setting lines to level forms, form setters, gunite nozzle man & sandblasting nozzle man, power man, and rip-rapping by hand.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator;

Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc.,

and Ground Heater (Trailer Mounted).

Other Classifications of Work:

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

LANDSCAPING

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

SAMPLE ADDENDUM

Peoria Park District
Planning, Design and Construction Department
1314 N. Park Road
Peoria, IL 61604
Telephone: (309) 686-3386

ADDENDUM NO. _____

PROJECT TITLE: _____

ISSUANCE DATE: _____

LOCATION: _____

The proposed Contract Documents for this Work are modified as follows:

- I. **DRAWINGS**: (Delete/Change/Modify/Etc.)

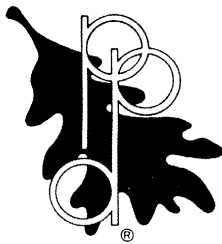
- II. **PROJECT MANUAL/SPECIFICATIONS/GENERAL CONDITIONS/ETC.:**
(Delete/Change/Modify/Etc.)

- III. **INVITATION TO PROPOSERS**: (Delete/Change/Modify/Etc.)

END OF ADDENDUM NO. _____

(Addendum may be bound into Project Manual, attached to front cover, faxed, mailed or delivered to proposers.)

Addendum No. _____
Page 1 of 1



Pleasure Driveway and Park District of Peoria, Illinois
Sample Agreement Between Owner and Design-Build Contractor

This **AGREEMENT** for

is made as of the _____ day of _____ in the year of Two Thousand

Between the Owner:

PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS
("PARK DISTRICT")
2218 N. PROSPECT ROAD
PEORIA, IL 61603

**And the Design-Build
Contractor:**

The Owner's Representative is:

PLANNING, DESIGN AND CONSTRUCTION DIVISION
1314 N. PARK ROAD
PEORIA, IL 61604

The Architect or Engineer is:

N/A

ARTICLE I

GENERAL PROVISIONS

1.1 **RELATIONSHIP** The Park District and the Design-Builder agree to proceed with the Project on the basis of trust, good faith and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price (GMP) and by the Dates of Substantial Completion and final Completion. The Design-Builder agrees to procure or furnish, as permitted by the laws of Illinois, the design phase services and construction phase services as set forth below.

1.1.1 The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

1.1.2 Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Park District unless authorized in writing.

1.1.3 The Park District and the Design-Builder shall perform their obligations with integrity, ensuring at a minimum that:

1.1.3.1 Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

1.1.3.2 The Design-Builder and the Park District warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers and Employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

1.2 ARCHITECT/ENGINEER Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the law of the State of Illinois. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Architect/Engineer. The Architect/Engineer for the Project is _____.

1.3 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Park District and the Design-Builder agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision are for the exclusive benefit of the Park District and the Design-Builder and not for the benefit of any third party nor any third party beneficiary except to the extent expressly provided in the Agreement.

1.4 DEFINITIONS

1.4.1 The Contract Documents consist of:

- a. Change Orders and written amendments to this Agreement including exhibits and appendices, signed by both the Park District and the Design-Builder.
- b. This Agreement except for the existing Contract Documents set forth in item e. below;
- c. The most current documents approved by the Park District pursuant to Subparagraph 2.1.4,
- d. The information provided by the Park District pursuant to Clause 3.1.2.1;
- e. The Contract documents in existence at the time of execution of this Agreement which are set forth in Article 14; and
- f. The Park District's Program provided pursuant to Subparagraph 3.1.1.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above.

1.4.2 The term Day shall mean calendar day, unless otherwise specifically defined.

1.4.3 Design-Builder's Fee means the compensation paid to the Design-Builder for salaries and other mandatory or customary compensation of the Design-Builder's employees at its principal and branch offices except employees listed in Subparagraph 7.2.7, general and administrative expenses of the Design-Builder's principal and branch offices other than the field office, and the Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work, and profit.

1.4.4 Defective Work is any portion of the Work not in conformance with the Contract Documents as more fully described in Paragraph 2.8.

1.4.5 The term fast-track means accelerated scheduling which involves commencing construction prior to the completion of drawings and specifications and then using means such as bid packages and efficient coordination to compress the overall schedule.

1.4.6 Final Completion occurs on the date when the Design-Builder's obligations under this Agreement are complete and accepted by the Park District and the final payment becomes due and payable.

1.4.7 A Material Supplier is a party or entity retained by the Design-Builder to provide material and equipment for the Work.

1.4.8 Others means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.

1.4.9 The term Overhead shall mean 1) payroll costs and other compensation of Contractor employees in the Contractor's principal and branch offices; 2) general and administrative expenses of the Contractor's principal and branch offices including deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work; and 3) the Contractor's capital expenses, including interest on capital used for the Work.

1.4.10 The Park District is the person or entity identified as such in this Agreement and includes the Park District's Representative.

1.4.11 The Park District's Program is an initial description of the Park District's objectives, that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

1.4.12 The Project is the building, facility or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Park District or Others.

1.4.13 A Subcontractor is a party or entity retained by the Design-Builder as an independent contractor to provide the onsite labor, materials, equipment or services necessary to complete a specific portion of the work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Park District or any separate contractor's subcontractor.

1.4.14 Substantial Completion of the Work, or of a designated portion, occurs on the date when the Design-Builder's obligations are sufficiently complete in accordance with the Contract Documents so that the Park District may occupy or utilize the Project, or a designated portion, for the use for which it is intended, in accordance with

Paragraph 9.4. The issuance of a Certificate of Occupancy is not a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Design-Builder's control. This date shall be confirmed by a Certificate of Substantial completion signed by the Park District and the Design-Builder. The Certificate shall state the respective responsibilities of the Park District and the Design-Builder for security, maintenance, heat, utilities, or damage to the Work, and insurance. The Certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction, within the time frame, if any, established for the Date of Final Completion.

1.4.15 A Sub-subcontractor is a party or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

1.4.16 Terrorism means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

1.4.17 The Work is the Design Phase services procured or furnished in accordance with Paragraph 2.1, the GMP Proposal provided in accordance with Paragraph 2.2, the Construction Phase services provided in Paragraph 2.3, additional services that may be provided in accordance with Paragraph 2.10, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

1.4.18 Deliverables are any and all documents, including but not limited to plans, specifications, drawings, and reports prepared by the Design-Builder in the performance of the Work.

1.4.19 Worksite means the geographic area at the location mentioned in the Agreement where the Work is to be performed.

ARTICLE 2

DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Park District's Program, as such Program may be modified by the Park District during the course of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of its services consistent with the team relationship described in Paragraph 1.1, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP proposal. The Design-Builder shall at all times comply in letter and spirit with, and demonstrate good faith efforts to achieve, the MBE/WBE goals of the Park District.

2.1 DESIGN PHASE SERVICES. In addition to the Design Phase Services set forth below, the Design-Builder shall provide those design services specified in Exhibit 1 – Design-Builder Design Services, attached hereto and incorporated by reference herein.

2.1.1 PRELIMINARY EVALUATION The Design-Builder shall review the Park District's Program to ascertain the requirements of the Project and shall verify such requirements with the Park District. The Design-Builder's review shall also provide to the Park District a preliminary evaluation of the site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding applicable governmental laws, regulations and requirements. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Park District, to determine the most desirable approach on the basis of costs, technology, quality and speed of delivery. Based upon its review and verification of the Park District's Program and other relevant information, the Design-Builder shall provide a Preliminary Evaluation of the Project's feasibility for the Park District's acceptance. The Design-Builder's Preliminary Evaluation shall specifically identify any deviations from the Park District's Program.

2.1.2 PRELIMINARY SCHEDULE The Design-Builder shall prepare a preliminary schedule of the Work. The Park District shall provide written approval of milestone dates established in the preliminary schedule of the Work. The schedule shall show the activities of the Park District, the Architect/Engineer and the Design-Building necessary to meet the Park District's completion requirements. The schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Design-Builder shall recommend corrective action to the Park District in writing.

2.1.3 PRELIMINARY ESTIMATE When sufficient Project Information has been identified, the Design-Builder shall prepare for the Park District's acceptance of a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds the Park District's budget, the Design-Builder shall make recommendations to the Park District.

2.1.4 SCHEMATIC DESIGN DOCUMENTS The Design-Builder shall submit for the Park District's written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basis elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to the Park District. When the Design-Builder submits the Schematic Design Documents the Design-Builder shall identify in writing all material changes and deviations that

have taken place from the Design-Builder's Preliminary Evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.

2.1.5 PLANNING PERMITS The Design-Builder shall obtain and the Park District shall pay for all planning permits necessary for the construction of the Project.

2.1.6 DESIGN DEVELOPMENT DOCUMENTS The Design-Builder shall submit for the Park District's written approval Design Development Documents based on the approved Schematic design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. One set of these documents shall be furnished to the Park District. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents. The Design-Builder shall update the schedule and estimate based on the Design Development.

2.1.7 CONSTRUCTION DOCUMENTS The Design-Builder shall submit for the Park District's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws and regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Park District prior to commencement of construction. If GMP has not been established the Design-Builder shall prepare a further update of the schedule and estimate based on the Construction Documents.

2.1.8 OWNERSHIP OF DOCUMENTS

2.1.8.1 OWNERSHIP OF DRAWINGS AND DOCUMENTS All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Design-Builder under this Agreement are property of the Park District, including all copyrights inherent in them or their preparation. During performance of the Work, Design-Builder is responsible for any loss or damage to the Deliverables, data, findings or information while in Design-Builder's or any subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Design-Builder. If not restorable, Design-Builder must bear the cost of replacement and of any loss suffered by the Park District.

2.1.8.2 COPYRIGHT Design-Builder and the Park District agree that, to the extent permitted by law, the Deliverables to be produced by Design-Builder at the Park District's instance and expense under this Agreement are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101 et seq., and that the Park District will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Design-Builder hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Park District, its successor and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Park District under this Agreement, and all goodwill relating to them, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Design-Builder will, and will cause all of its subconsultants and subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Park District may reasonably request in order to assist the Park District in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Part District. Design-Builder warrants to the Park District, its successors and assigns,

that on the date of transfer Design-builder is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Design-Builder further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or non-exclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Design-Builder warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

2.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to Article 11, the Park District shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 2.1.8.2 provided payment has been made pursuant to Paragraph 2.1.8.1.

2.1.8.4 PARK DISTRICT'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Park District may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite. The Park District's use of the Documents without the Design-Builder's involvement or on other projects is at the Park District's sole risk, except for the Design-Builder's indemnification obligations pursuant to Paragraph 10.6.

2.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents under Subparagraph 2.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

2.1.8.6 The Design-Builder shall obtain from its Architect/Engineer, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Park District in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

2.2 GUARANTEED MAXIMUM PRICE (GMP)

2.2.1 GMP PROPOSAL The GMP shall be the sum of the estimated Cost of the Work as defined in Article 7 and the Design-Builder's Fee as defined in Article 6. The GMP is subject to modification as provided in Article 8. The Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

2.2.2 BASIS OF GUARANTEED MAXIMUM PRICE The Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

2.2.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

2.2.2.2 a list of allowances and a statement of their basis;

2.2.2.3 a list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

2.2.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

2.2.2.5 a schedule of applicable alternate prices;

2.2.2.6 a schedule of applicable unit prices;

2.2.2.7 a statement of Additional services included, if any,

2.2.2.8 the Design-Builder's Contingency as provided in Subparagraph 3.2.7;

2.2.2.9 a statement of any work to be self-performed by the Design-Builder; and

2.2.2.10 a statement identifying all patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

2.2.3 DESIGN-BUILDER'S CONTINGENCY The GMP will contain, as part of the estimated Cost of the Work, the Design-Builder's Contingency, a sum mutually agreed upon and monitored by the Design-Builder

and the Park District to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design-Builder's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. The Design-Builder shall provide the Park District with an accounting of charges against the Design-Builder's Contingency.

2.2.4 COST REPORTING The Design-Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design-Builder shall maintain a complete set of all books and records prepared or used by the Design-Builder with respect to the Project. The Design-Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to generally accepted accounting principles. The Park District shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design-Builder shall present all such records for a period of five years after the final payment or longer where required by law.

2.3 CONSTRUCTION PHASE SERVICES

2.3.1 The Construction Phase will commence upon the issuance by the Park District of a written notice to proceed with construction.

2.3.2 In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools and subcontracted items.

2.3.3 The Design-Builder shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.

2.3.4 The Design-Builder shall obtain the building permits necessary for the construction of the Project. The cost of the building permits are a Cost of the Work.

2.3.5 The Design-Builder shall provide periodic written reports to the Park District on the progress of the Work in such detail as is required by the Park District and as agreed to by the Park District and the Design-Builder.

2.3.6 The Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the Park District at mutually agreeable intervals.

2.3.7 The Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

2.3.8 The Design-Builder shall prepare and submit to the Park District:

Final marked-up as built drawings

Updated electronic data

In general documenting how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to the Agreement.

2.4 CONSTRUCTION MEANS AND METHODS Design-Builder is solely responsible for the means, methods, techniques, sequences and procedures of construction within the parameters set forth by this Agreement. At each Construction Inspection Hold Point, Design-Builder shall not proceed with any construction that will cover, conceal or prevent access to such Work until the Park District has had an opportunity to observe the Work. Design-Builder shall incorporate sufficient time within the approved Schedule for the Work for the Park District to observe at each Construction Hold Point so that the Park District's observations do not delay the progress of the Work. Design-Builder shall provide the Park District with 48 hours written notice prior to a Construction Hold Point being available for observation. The Park District shall make best efforts to observe the Work at the Construction Hold Point within 24 hours of the commencement of the hold. If the Design-Builder fails to provide the Park District with timely notice as required by this Section 2.4, the Design-Builder shall be solely and wholly responsible for all costs caused by the lack of notice, including, but not limited to, uncovering, recovering and reconstructing the Work to facilitate the Park District's observations. Nothing in this Section 2.4 shall be deemed to limit the Design-Builder's obligations to provide the Park District access to all Work as provided in other Sections of this Agreement, nor shall the Park District's observation of the Work at Construction Hold Points be construed to relieve the Design-Builder of its obligation to correct defective Work if defects are discovered after an observation.

2.5 SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a Schedule of Work for the Park District's acceptance and written approval as to milestone dates. This schedule shall indicate the dates for the start and completion of the various stages of the Work, including the dates when information and approvals are required from the Park District. The Schedule shall be revised as required by the conditions of the Work and as agreed upon by the Parties.

2.6 SAFETY OF PERSONS AND PROPERTY

2.6.1 SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this Paragraph establish the responsibility for safety between the Park District and the Design Builder, they do not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

2.6.2 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

2.6.2.1 its employees and other persons at the Worksite;

2.6.2.2 materials, supplies and equipment stored at the Worksite for use in performance of the Work;
and

2.6.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

2.6.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate an individual at the Worksite in the employ of the Design-Builder who shall act as the Design-Builder's designated safety representative with a duty to prevent accidents. The Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to the Park District. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Park District.

2.6.4 The Design-Builder shall provide the Park District with copies of all notices required of the Design-Builder by law or regulation. The Design-Builder's safety program shall comply with the requirements of all governmental authorities having jurisdiction over the Work.

2.6.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, or any third party, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Park District and not to the Design-Builder shall be promptly remedied by the Park District; provided, however, that the Park District may direct the Design-Builder to remedy such damage or loss, and the Park District shall pay for such remedy as a Cost of the Work.

2.6.6 If the Park District deems any part of the Work or Worksite unsafe, the Park District, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Park District, or both. If the Design-Builder does not adopt corrective measures, the Park District may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in Article 7. The Design-Builder agrees to make no claim for damages, for an increase in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Park District's reasonable request.

2.7 HAZARDOUS MATERIALS

2.7.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up. The Design-Builder shall not be obligated to commence or continue work until all Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Park District as certified by an independent testing laboratory approved by the appropriate government agency.

2.7.2 If after the commencement of the Work, Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Park District and, if required, the government agency with jurisdiction.

2.7.3 The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

2.7.4 The Park District shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Park District. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

2.7.5 If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion.

2.7.6 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Park District or Others, shall be maintained at the Project by the Design-Builder and made available to the Park District and Subcontractors.

2.7.7 During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon issuance of the

Certificate of Substantial Completion, the Park District shall be responsible under this Paragraph for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

2.7.8 The terms of this Paragraph 2.7 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

2.8 WARRANTIES AND COMPLETION

2.8.1 The Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work. The Design-Builder agrees to correct all construction performed under this Agreement which is defective in workmanship or materials within a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

2.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Park District, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. The Design-Builder shall assist the Park District in pursuing warranty claims. **ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

2.8.3 The Design-Builder shall secure any and all required certificates of inspection, testing or approval and deliver them to the Park District.

2.8.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Park District in a format directed by the Park District.

2.8.5 The Design-Builder shall direct the commissioning checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

2.9 **CONFIDENTIALITY** The Design-Builder shall treat as confidential and not disclose to third persons, except Subcontractors, Sub-subcontractors and the Architect/Engineer as is necessary for the performance of the Work, or use for its own benefit any of the Park District's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design Builder may acquire in connection with the Work. The Park District shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Park District in connection with the performance of this Agreement. The Park District and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential." Notwithstanding the foregoing, the Parties acknowledge and agree that the Park District is a unit of local government, and as such is subject to (cite to FOIA).

Design-Builder will not issue any publicity, news releases or grant press interviews, and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Work or the Project to which the Work pertains without the prior written consent of the Park District.

If Design-Builder is presented with a request for documents by any administrative agency, or with a *subpoena duces tecum* regarding any records, data or documents which may be in Design-Builder's possession by reason of this Agreement, Design-Builder shall immediately give notice to the Park District and its legal counsel with the understanding that the Park District will have the opportunity to contest such process by any means available to it before the records or documents are released to a court or other third party. Design-Builder is not, however, obligated to withhold the delivery beyond the time ordered by the court or administrative agency unless the subpoena or request is quashed, or the time to produce is otherwise extended.

2.10 **ADDITIONAL SERVICES** The Design-Builder shall provide or procure the following Additional services

upon the request of the Park District. A written amendment to this Agreement between the Park District and the Design-Builder shall define the extent of such Additional services before they are performed by the Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional services shall be considered a Change in the Work.

- 2.10.1 Development of the Park District's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
- 2.10.2 Consultations, negotiations, and documentation and supporting the procurement of Project financing.
- 2.10.3 Surveys, site evaluations, legal descriptions and aerial photographs.
- 2.10.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.
- 2.10.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
- 2.10.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.
- 2.10.7 Investigation or making measured drawings of existing conditions or the reasonably required verification of Park District provided drawings and information.
- 2.10.8 Artistic renderings, models and mockups of the Project or any part of the Project or the Work.
- 2.10.9 Interior design and related services, including procurement and placement of furniture, furnishing, artwork and decorations.
- 2.10.10 Making revisions to the Schematic Design, Design Development or Construction Documents or documents forming the basis of the GMP after they have been approved by the Park District, and which are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Material Suppliers, Sub-subcontractors or the Architect/Engineer.
- 2.10.11 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained or work to be performed, by the Park District which are not a part of the Work.
- 2.10.12 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.
- 2.10.13 Out-of-town travel by the Architect/Engineer in connection with the Work, except between the Architect/Engineer's office, the Design-Builder's office, Park District's office and the Worksite.
- 2.10.14 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.
- 2.10.15 Services for tenant or rental spaces not a part of this Agreement.
- 2.10.16 Services requested by the Park District or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.
- 2.10.17 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

2.10.18 Providing services relating to Hazardous Material discovered at the Worksite.

2.10.19 Other services as agreed to by the Parties.

2.11 STANDARD OF CARE

2.11.1 Design-Builder shall perform all services required by this Agreement with that degree of skill, care and diligence consistent with the professional standards prevailing in the area for services of comparable scope and magnitude.

2.11.2 Design-Builder is and remains responsible for the professional and technical accuracy of all services or Deliverables furnished, whether by Design-Builder, the Architect/Engineer, or others on its or their behalf. All Deliverables must be prepared in a form and content satisfactory to the Park District and delivered in a timely manner consistent with the requirements of this Agreement. Subsequent editions of design Deliverables, including drawings and specifications, shall supersede earlier editions, provided that any items that have changed on the design Deliverables are explicitly noted. Subsequent design Deliverables shall represent further development of the design Deliverables they supersede and shall not change or omit previously approved features or elements unless such differences or deviations are: (i) explicitly noted and identified in writing on the Deliverable, and (ii) expressly and unambiguously accepted by the Park District in writing. The Park District's inadvertent approval of a design Deliverable that contains an unapproved difference or deviation from any requirement of this Agreement shall not be construed as a waiver of such requirement.

2.11.3 Design-Builder shall, consistent with the Illinois Architecture Practice Act of 1989, 225 ILCS 305 et seq., and other applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified independent licensed design professionals, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Design-Builder must assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Design-Builder must provide copies of any such licenses.

2.11.4 Any or all agreements between the Design-Builder and the Architect/Engineer shall provide that the Park District is a third party beneficiary of such agreement, and shall provide further that the Park District shall have a direct right and cause of action against the Architect/Engineer for any error or omission by the Architect/Engineer in the performance of the design services of the Work.

2.12 PROJECT PROCEDURES Design-Builder shall develop in conjunction with the Park District's Representative, and shall prepare and submit in writing for the Park District's review and approval, procedures with regard to procurement, construction, project controls, project management, safety and design for the duration of the Project. The Project Procedures are material terms of this Agreement. It is the intent of the Parties and this Agreement that the approved Project Procedures are solely for the purpose of adding additional and explanatory detail to the requirements of this Agreement. In the event of a contradiction or inconsistency, the provisions of the Contract Documents take precedence over an approved Project Procedure. In no event shall approved Project Procedures be interpreted to diminish Design-Builder's duties or obligations under this Agreement, or to impose additional duties or liabilities not otherwise set forth in this Agreement upon the Park District.

2.13 DESIGN-BUILDER'S STAFFING/KEY PERSONNEL

2.13.1 STAFFING Immediately upon execution of this Agreement, Design-Builder will assign and maintain throughout the term of the Agreement an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Work.

2.13.2 KEY PERSONNEL Design-Builder's Key Personnel for the Work are listed in Exhibit _____, attached hereto. In the event that any such Key Personnel are unable to continue to perform Work, the Design-Builder will promptly notify the Park District. Any change or substitution with respect to Key

Personnel requires the approval of the Park District. In the event that, in the opinion of the Executive Director, the performance of Key Personnel or any of Design-Builder's staff assigned to the Work, is at an unacceptable level, Design-Builder will remove them from the Project upon written notice from the Park District, and will provide a replacement for the Park District's approval within seven Days of receipt of the notice to remove.

2.14 **RIGHT OF ENTRY** The Design-Builder and any of its officers, employees, agents, subconsultants and subcontractors will be permitted to enter upon any part of the Project Site in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the Park District.

Park District's consent to enter upon all or any part of the Project Site will not create nor be deemed to imply the creation of any additional responsibilities on the part of the Park District.

The Design-Builder will use, and will cause each of its officers, employees, agents, subconsultants and subcontractors to use reasonable care, unless otherwise expressly set forth in this Agreement, when entering upon the

Project Site in connection with the Work. The Design-Builder will comply and will cause each of its officers, employees, agents, subconsultants and subcontractors to comply with any and all instructions and requirements for the use of the Project Site, and any express licenses for such use are hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from or by reason of or in connection with any such entry will be treated in accordance with the applicable terms and conditions of the Agreement, including, without limitation, the indemnification provisions contained in this Agreement. If the Design Builder, or anyone for whom it is responsible, causes damage to Park District property, or the property of the owner of the Project Site, the Design-Builder must, at the option of the Park District, either 1) pay the cost of repair of the damage or 2) repair or replace the damaged property. The Park District shall have the right of set-off against the payments to the Design-Builder for the cost of repairs.

2.15 **DESIGN-BUILDER'S REPRESENTATIVE** The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is _____.

ARTICLE 3

PARK DISTRICT'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES PROVIDED BY THE PARK DISTRICT

3.1.1 The Park District shall provide full information in a timely manner regarding requirements for the Project, including the Park District's Program and other relevant information.

3.1.2 The Park District shall provide:

3.1.2.1 all available information describing the physical characteristics of the site, including surveys, site evaluations legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.

3.1.2.2 inspection and testing services during construction as required by law or as mutually agreed; and

3.1.2.3. unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction use, occupancy or renovation of permanent structures, including legal and other required services.

3.1.3 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 3.1.

3.2 RESPONSIBILITIES DURING DESIGN PHASE

3.2.1 The Park District shall provide the Park District's Program at the inception of the Design Phase and shall review and timely approve in writing schedules, estimates, Preliminary Estimate, Schematic Design Documents, Design Development Documents and Construction Documents furnished during the Design Phase as set forth in Paragraph 2.1 and the GMP Proposal as set forth in Paragraph 2.2.

3.3 RESPONSIBILITIES DURING CONSTRUCTION PHASE

3.3.1 The Park District shall review the Schedule of the Work as set forth in Paragraph 2.5 and timely approve the milestone dates set forth.

3.3.2 If the Park District becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Park District shall give prompt written notice to the Design-Builder. The failure of the Park District to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

3.3.3 The Park District shall communicate with the Design-Builder's Subcontractors, Material Suppliers and the Architect/Engineer only through or in the presence of the Design-Builder. The Park District shall have no contractual obligations to Subcontractors or suppliers.

3.4 **PARK DISTRICT'S REPRESENTATIVE** The Park District's Representative is _____.
The Representative:

3.4.1 shall be fully acquainted with the Project;

3.4.2 agrees to furnish the information and services required of the Park District pursuant to Paragraph 3.1 so as not to delay the Design-Builder's Work; and

3.4.3 shall have authority to bind the Park District in all matters requiring the Park District's approval, authorization or written notice. If the Park District changes its representative or the representative's authority as listed above, the Park District shall notify the Design-Builder in writing in advance.

3.5 **TAX EXEMPTION** If in accordance with the Park District's direction the Design-Builder claims an exemption for taxes, the Park District shall indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Park District's direction.

3.6 **ELECTRONIC DOCUMENTS** If the Park District requires that the Park District and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Park District and Design-Builder shall agree on a written protocol governing all such exchanges in a separate agreement, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically, or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

ARTICLE 4

SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Architect/Engineer.

4.1 **RETAINING SUBCONTRACTORS** The Design-Builder shall not retain any subcontractor that has been

debarred from doing business with the debarring agency, or any subcontractor to whom the Park District has a reasonable and timely objection. The Design-Builder shall not make any substitute for a subcontractor that has been accepted by the Park District without the written approval of the Park District.

4.2 **MANAGEMENT OF SUBCONTRACTORS** The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work. The Park District will communicate with the Design-Builder regarding the Work, except that the Park District shall have the right to communicate directly with the Design-Builder's subcontractors as the Park District deems reasonably necessary to address matters such as MBE and WBE issues, direct payments to subcontractors, lien, and surety matters, and other matters where such direct communication may reasonably be required.

4.3 **CONTINGENT ASSIGNMENT OF SUBCONTRACT**

4.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Park District, subject to the prior rights of any surety, provided that:

4.3.1.1 this Agreement is terminated by the Park District pursuant to Paragraphs 11.2 or 11.3; and

4.3.1.2 the Park District accepts such assignment, after termination by notifying Subcontractor and Design-Builder pursuant to each subcontract agreement.

4.3.2 If the Park District accepts such assignment and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

4.4 **BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS** The Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents.

4.5 **DESIGN-BUILDER'S LIABILITY FOR SUBCONTRACTORS** The Design-Builder is responsible for all subcontractor Work and for all acts, failures to act, and omissions of its subcontractors. For the purposes of this Agreement, the Design-Builder's acts and omissions include those of its subcontractors to the same extent as if they had been committed by the Design-Builder. Notwithstanding the foregoing, there is no privity between subcontractors and the Park District. However, all subcontracts of every tier shall state that the Park District is an intended third-party beneficiary of the subcontract.

ARTICLE 5

TIME

5.1 **DATE OF COMMENCEMENT** The Date of Commencement is the effective date of this Agreement, unless other set forth below:

The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

5.2 **SUBSTANTIAL/FINAL COMPLETION** Unless the Parties agree otherwise, the Date of Substantial Completion or the date of Final Completion shall be established, and subject to adjustments, as provided for in the Contract Documents. The Park District and the Design-Builder may agree not to establish such dates, or in the alternative to, establish one but not the other of the two dates. If such dates are not established upon the execution of

this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of Work shall be established in an amendment.

5.2.1 Time limits stated in the Contract Documents are of the essence.

5.2.2 Unless instructed by the Park District in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder of the Park District.

5.3 DELAYS IN THE WORK

5.3.1 Delays and time extensions shall be administered as provided in Standard Form of General Conditions of Contract Between Owner and Design-Builder.

5.4 LIQUIDATED DAMAGES

5.4.1 **SUBSTANTIAL COMPLETION** The Park District and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion and as further set forth in Standard Form of General Conditions of Contract Between Owner and Design-Builder.

5.4.1.1 The Design-Builder understands that if the Date of Substantial Completion established by the Parties, as may be amended by subsequent Change Order, is not attained, the Park District will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion is not attained, the Design-Builder shall pay the Park District Five Hundred Dollars (\$500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Park District which are occasioned by any delay in achieving the Date of Substantial Completion.

5.4.2 **FINAL COMPLETION** The Park District and the Design-Builder agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

5.4.3 The Design-Builder understands that if the Date of Final Completion established by the Parties is not attained, the Park District will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Park District Two Hundred Dollars (\$200.00) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Park District which are occasioned by any delay in achieving the Date of Final completion.

5.4.4 **OTHER LIQUIDATED DAMAGES** The Park District and the Design-Builder may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

5.5 PARK DISTRICT'S RIGHT TO OCCUPY PORTIONS OF THE WORK

5.5.1 The Park District may occupy and use the Project, or portions thereof, in advance of Substantial Completion. If the Park District desires to exercise partial occupancy and use prior to Substantial Completion, the Park District shall provide written notice to the Design-Builder, and the Design-Builder shall cooperate with the Park District in making available for the Park District's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the Park District desires to occupy and use the space or spaces, then the Design-Builder will make every reasonable effort to complete that Work.

5.5.2 In the event of occupancy/turn-over prior to Substantial Completion:

5.5.2.1 Within fourteen (14) days after receiving notice of the planned early occupancy, the Design-Builder will provide written notice to the Park District of the following: (i) the current condition of the space desired for early occupancy; (ii) the anticipated condition of the space at the date of anticipated early occupancy; (iii) a preliminary estimate of any potential additional costs, if any, as a direct or indirect result of the early occupancy; and (iv) a preliminary estimate of any potential

impact

to the Project Schedule, if any, as a result of the early occupancy.

5.5.2.2 If the early occupancy is necessitated by a delay in Substantial Completion beyond the scheduled date of Substantial Completion and is not the subject of a Change Order, Design-Builder shall be responsible for all additional costs associated with the preparation of the space for the early occupancy.

5.5.2.3 The following conditions will apply to the spaces and/or equipment that is affected by the Park District's early occupancy:

5.5.2.3.1 A punch list will be assembled by the Park District, Design-Builder and its subcontractors, and an inspection of the affected space by the Park District will be accomplished prior to the start of early occupancy.

actively

5.5.2.3.2 Warranties will begin to run only on those portions of systems and materials

used, and shall not begin to run on those portions of systems and materials not used. Warranties of systems that are common to both the occupied and unoccupied parts of the Project will begin to run at Substantial Completion.

5.5.2.3.3 Risk of loss associated with the finished Work which the Park District occupies early transfers to the Park District at the start of the early occupancy.

5.5.2.3.4 As part of the Change Order for early occupancy, the Parties will agree and set forth in writing the scope and date of early occupancy, and what effect early occupancy will have

on

Liquidated Damages and insurance coverage.

ARTICLE 6

COMPENSATION

6.1 DESIGN PHASE COMPENSATION

6.1.1 To the extent required by applicable law, the costs of services performed directly by the Architect/Engineer is computed separately and is independent from the Design-Builder's compensation for work or services performed

directly by the Design-Builder, these costs shall be shown as separate items on applications for payment. If an Architect/Engineer is retained by the Design-Builder, the payments to the Architect/Engineer shall be as detailed in

a separate agreement between the Design-Builder and the Architect/Engineer.

6.1.2 The Park District shall compensate the Design-Builder for services performed during the Design Phase as described in Paragraph 2.1, including preparation of a GMP Proposal, if applicable, as described in Paragraph 2.2, as follows:

6.1.3 Compensation for Design Phase services, as part of the Work, shall include the Design-Builder's Fee as established in Paragraph 6.3, paid in proportion to the services performed, subject to adjustment as provided in Paragraph 6.4.

6.1.4 Within seven (7) Days after receipt of each monthly application for payment, the Park District shall give written notice to the Design-Builder of the Park District's acceptance or rejection, in whole or in part, of such application for payment. Within forty-five (45) Days after accepting such application, the Park District shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Park District. If such application is rejected in whole or in part, the Park District shall indicate the reasons for its rejection. If the Park District and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Park District shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Park District for which application for payment is made, less amounts previously paid by the Park District. Those items rejected by the Park District shall be due and payable when the reasons for the rejection have been removed.

6.2 CONSTRUCTION PHASE COMPENSATION

6.2.1 The Park District shall compensate the Design-Builder for Work performed following the commencement of the Construction Phase on the following basis:

6.2.1.1 the Cost of the Work as allowed in Article 7; and

6.2.1.2 the Design-Builder's fee paid in proportion to the services performed subject to adjustment as provided in Paragraph 6.4.

6.2.2 The compensation to be paid under this Paragraph 6.2 shall be limited to the GMP, as the GMP may be adjusted under Article 8.

6.2.3 Payment for Construction Phase services shall be as set forth in Article 9. If Design Phase services continue to be provided after construction has commenced, the Design-Builder shall continue to be compensated as provided in Paragraph 6.1, or as mutually agreed.

6.3 DESIGN-BUILDER'S FEE The Design-Builder's Fee shall be as follows, subject to adjustment as provided in Paragraph 6.4:

6.4 ADJUSTMENT IN THE DESIGN-BUILDER'S FEE Adjustment in the Design-Builder's fee shall be made as follows:

6.4.1 for changes in the Work as provided in Article 8, the Design-Builder's fee shall be adjusted as follows:

6.4.2 for delays in the Work not caused by the Design-Builder, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and

6.4.3 if the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work for the replacement, provided that such loss was not due to any error or omission by the Design-Builder, or any party for which the Design-Builder may be liable.

ARTICLE 7

COST OF THE WORK

The Park District agrees to pay the Design-Builder for the Cost of the Work as defined in this Article. This payment shall be in addition to the Design-Builder's Fee stipulated in Paragraph 6.3.

7.1 COST ITEMS FOR DESIGN PHASE SERVICES

7.1.1 Compensation for Design Phase services as provided in Paragraph 6.1

7.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES

7.2.1 Wages paid for labor in the direct employ of the Design-Builder in the performance of the Work.

7.2.2 Salaries of the Design-Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

7.2.3 Cost of all employee benefits and taxes including but not limited to Workers' Compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Design-Builder's standard personnel policy, insofar as such costs are paid to employees of the Design-Builder who are included in the Cost of the Work under Subparagraphs 7.2.1 and 7.2.2.

7.2.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Park District, transportation, storage and handling.

7.2.5 Payments made by the Design-Builder to Subcontractors for work performed under this Agreement.

7.2.6 Fees and expenses for design services procured or furnished by the Design-Builder except as provided by the Architect/Engineer and compensated in Paragraph 6.1.

7.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Design-Builder.

7.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design-Builder or Others including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

7.2.9 Cost of the premiums for all insurance and surety bonds which the Design-Builder is required to procure, and approved by the Park District, including any additional premium incurred as a result of any increase in the GMP.

7.2.10 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design-Builder is liable.

7.2.11 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights, including costs of defending related suits for which the Design-Builder is not responsible as set forth in Paragraph 10.6, and deposits lost for causes other than the Design-Builder's negligence.

7.2.12 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a period of one year following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the negligence of the Design-Builder.

7.2.13 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

7.2.14 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the performance of the Work or are not capable of

use

after completion of the Work.

7.2.15 All water, power and fuel costs necessary for the Work.

7.2.16 Cost of removal of all non-hazardous substances, debris and waste materials.

7.2.17 Costs incurred due to an emergency affecting the safety of persons or property.

7.2.18 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Park District and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work.

7.2.19 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee as set forth in Article 6, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

7.3 DISCOUNTS All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee as set forth in Article 6, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

ARTICLE 8

CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order, Interim Directed Change, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1 CHANGE ORDER

8.1.1 The Park District, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions or other revisions to the GMP or the estimated costs of the work, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion being adjusted accordingly. The Design-Builder may also request changes in the Work via a Proposed Change Order, which shall be submitted to the Park District pursuant to the approved Project Procedures. Any and all such changes in the Work shall be authorized by applicable Change Order, and shall be performed under the applicable conditions of the Contract Documents. No change in the

Work,

whether by way of alteration or addition to the Work, shall be the basis of an adjustment to the GMP or Schedule, unless and until such alteration or addition has been authorized by a Change Order executed and issued in strict compliance with the Contract Documents. No course of conduct or dealings between the Parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Park District has been unjustly enriched by any alteration or addition to the Work, whether there is in fact or not any unjust enrichment to the Work, shall be the basis of any claim to an increase in the GMP or Schedule.

8.1.2 Each adjustment in the GMP or estimated Cost of the Work resulting from a Change Order shall clearly separate the amount attributable to compensation for Design Phase services, other Cost of the Work and the Design-Builder's Fee, with the Design-Builder's Fee not to exceed _____ percent (____%).

8.1.3 The Park District and Design-Builder shall negotiate in good faith an appropriate adjustment to the GMP or the estimated Cost of the Work, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion, and shall conclude these negotiations as expeditiously as

possible. Acceptance of the Change Order and any adjustment in the GMP, the estimated Cost of the Work, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

8.2 INTERIM DIRECTED CHANGE

8.2.1 The Park District may issue a written Interim Directed Change directing a Change in the Work prior to reaching agreement with the Design-Builder on the adjustment, if any, in the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and, if appropriate, the compensation for Design Phase services.

8.2.2 The Park District and the Design-Builder shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, arising out of Interim Directed Change. As the changed work is completed, the Design-Builder shall submit its costs for such work with the application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. Pending final determination of cost to the Park District, amounts not in dispute may be included in applications for payment and shall be paid by Park District.

8.2.3 When the Park District and the Design-Builder agree upon the adjustments in the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directive Changes issued since the last Change Order.

8.3 MINOR CHANGES IN THE WORK

8.3.1 The Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2 The Design-Builder shall promptly inform the Park District in writing of any such changes and shall record such changes on the Design-Building Documents maintained by the Design-Builder.

8.4 UNKNOWN CONDITIONS If in the performance of the Work the Design-Builder finds latent, concealed or subsurface physical conditions which materially differ from the conditions the Design-Builder reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the GMP, estimated Cost of the Work, the Design-Builder's fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed. The Design-Builder shall provide the Park District with written notice within the time period set forth in Paragraph 8.6.

8.5 DETERMINATION OF COST

8.5.1 An increase or decrease in the GMP or estimated Cost of the Work resulting from a change in the Work shall be determined by one or more of the following methods:

8.5.1.1 unit prices set forth in this Agreement or as subsequently agreed;

8.5.1.2 a mutually accepted, itemized lump sum;

8.5.1.3 costs determined as defined in Paragraph 6.2 and Article 7 and a mutually acceptable Design-

Builder's Fee as determined in Subparagraph 6.4.1; or

8.5.1.4 if an increase or decrease cannot be agreed to as set forth in Clauses 8.5.1.1 through 8.5.1.3 above, and the Park District issues an Interim Directed Change, the costs of the change in the Work shall be determined by the reasonable actual expense and savings of the performance of the Work resulting from the change. If there is a net increase in the GMP, the Design-Builder's fee shall be adjusted as set forth in Subparagraph 6.4.1. In case of a net decrease in the GMP, the Design-Builder's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.5.2 If unit prices are indicated in the Contract Documents or are subsequently agreed to be the Parties, but the character of quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Park District or the Design-Builder, such unit prices shall be equitably adjusted.

8.5.3 If the Park District and the Design-Builder disagree as to whether work required by the Park District is within the scope of the Work, the Design-Builder shall furnish the Park District with an estimate of the costs to perform the disputed work in accordance with the Park District's interpretations. If the Park District issues a written order for the Design-Builder to proceed, the Design-Builder shall perform the disputed work and the Park District shall pay the Design-Builder fifty percent (50%) of its actual, direct costs to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Park District's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. The Design-builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.6 CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the GMP, estimated Cost of the Work, the Design-Builder's Fee and the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, the Design-Builder shall give the Park District written notice of the claim within twenty-one (21) Days after the Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the Park District, but which do not proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, the Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period time. The Park District shall respond in writing denying or approving the Design-Builder's claim no later than fourteen (14) Days after receipt of the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion and if appropriate the compensation for Design Phase services, resulting from such claim shall be authorized by Change Order.

8.7 EMERGENCIES If an emergency affecting the safety of persons or property, the Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as provided in this Article.

8.8 ITEMS THAT ARE NOT CHANGES TO THE WORK

8.8.1 It is understood and agreed that the Project and the Design Documents will be subject to further refinement, correction and detailing by the Park District and Design-Builder after the GMP is determined, and that the Design-Builder shall receive no additional compensation for any such refinement, correction or detailing that is contemplated to be a part of, or would reasonably be inferred to be a part of, the Work under this Agreement.

Such

refinements, corrections and detailing shall not constitute a change in the Work. Only a material addition to, deletion from, suspension of or other material modification to the requirements or provisions of this Agreement pursuant to a Change Order or Interim Directed Change issued by the Park District shall constitute a Change in the Work rather than a refinement, correction or detailing.

8.9 CHANGES IN LAW In the event any changes in laws or regulations affecting the performance of the Work are enacted after either the date of this Agreement or the date a GMP Proposal is accepted by the Park District,

whichever occurs later, the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, shall be equitably adjusted by Change Order.

ARTICLE 9

PAYMENT FOR CONSTRUCTION PHASE SERVICES

9.1 PROGRESS PAYMENTS

9.1.1 An Application for Payment shall be submitted to the Owner's Representative no later than the fifth (5th) day of the month following the period for which the application is being submitted. In such case, the Owner shall make the progress payment to the Design-Builder not later than the twentieth (20th) day of the next month. A progress payment request on an Application for Payment received by the Owner's Representative after the fifth (5th) day of a month shall be made by the Owner no later than forty-five (45) days after receipt by the Owner's Representative. Based upon its review of the certified Application for Payment, the Owner shall make a progress payment to the Design-Builder in such amount as the owner reasonably determines is properly due, subject to a retainage of ten percent (10%) of the value of the Work completed and covered by the Application for Payment, less the aggregate of previous payments in each case. In determining the amount properly due, the Owner shall consider the value of labor, materials and equipment incorporated in the Work or properly allocable to materials and equipment suitable stored at the site or at some other location previously agreed upon in writing by the parties. Upon Substantial Completion of the Work, the Owner shall pay the Design-Builder a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Price, less such amounts as the Owner's Representative shall determine for incomplete work and unsettled claims.

9.1.2 Payment request shall consist of AIA Documents #702 "Application and Certificate for Payment"; AIA #703 "Continuance Sheet"; Contractors Affidavit of Payment to Subcontractors and Suppliers; Weekly Workforce Reports; Certified Payroll Form; and Waivers of Lien. (Waivers of Lien are required from the Design-Builder in the full amount of the current payment application and from all subcontractors, suppliers, or workers who provide more than \$10,000 of project material/labor of the Work for their work covered in the previous pay application. The waiver shall be in the amount(s) listed in the contractor's Affidavit.) For final payment, the Design-Builder shall also provide a Waiver of Lien in the full amount of the Contract Price.

The Waiver of Lien and Contractor Affidavit forms used shall be the Peoria Park District's standard form(s): 1) "Final Waiver of Lien" (for Design-Builders), 2) "Waiver of Lien – Design-Builders' Partial To Cover Only Certain Payments", 3) "Sub-Contractor's Final Waiver of Lien", 4) "Waiver of Lien – Sub-Contractor's Partial To Cover Only Certain Payments", and 5) "Design-Build Contractor's Affidavit".

(If the Design-Builder is unable to provide the required sub-contractor waiver at the time the application for payment is submitted (preferred method) alternatively, it may be provided at the time the payment is delivered by the Owner. If the subcontractor waiver(s) still cannot be provided at that time, the Owner will provide "two party" checks in which the Design-Builder and the sub-contractor are named jointly as payees.)

Format of AIA #703 shall follow that of "Schedule of Values". All payment requests shall reflect retainage in the amount of 10% of completed work.

9.1.3 **STORED MATERIALS AND EQUIPMENT** Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Design-Builder of bills of sale and proof of required insurance,

or

such other procedures satisfactory to the Park District to establish the proper valuation of the stored materials and equipment, the Park District's title to such materials and equipment, and to otherwise protect the Park District's interests therein including transportation to the site.

9.2 ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION FOR PAYMENT The Park District may adjust or reject an application for payment or nullify a previously approved Design-Builder application for payment, in whole or in part, as may reasonably be necessary to protect the Park District from loss or damage based upon the following, to the extent that the Design-Builder is responsible under this Agreement:

9.2.1 the Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

9.2.2 loss or damage arising out of or relating to this Agreement and caused by the Design-Builder to the Park District or others to whom the Park District may be liable;

9.2.3 the Design-Builder's failure to properly pay the Architect/Engineer, Subcontractors or Material Suppliers for labor, materials, equipment or supplies furnished in connection with the Work, provided that the Park District is making payments to the Design-Builder in accordance with the terms of this Agreement;

9.2.4 Defective Work not corrected in a timely fashion;

9.2.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the GMP is not sufficient to offset any direct damages that may be sustained by the Park District as a result of the anticipated delay caused by the Design-Builder; and

9.2.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the costs to complete the Work.

9.2.7 third party claims involving the Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Design-Builder furnishes the Park District with adequate security in the form of a surety bond, letter of credit or other collateral or commitment sufficient to discharge such claims if established.

9.2.8 No later than seven (7) Days after receipt of an application for payment, the Park District shall give written notice to the Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.3 PARK DISTRICT OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

9.3.1 Portions of the Work that are completed or partially completed may be used or occupied by the Park District when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. The Design-Builder shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the Park District.

9.4 FINAL PAYMENT

9.4.1 Final Payment, consisting of the unpaid balance of the Cost of the Work, compensation for Design Phase services and the Design-Builder's Fee, shall be due and payable when the work is fully completed. Before issuance of final payment, the Design-Builder shall provide satisfactory evidence that all payrolls, material bills and other indebtedness connection with the Work have been paid or otherwise satisfied.

9.4.2 In accepting final payment, the Design-Builder waives all claims except those previously made in writing and which remain unsettled.

9.5 NO WAIVER OF RIGHTS BY PARK DISTRICT The Park District will not be precluded or stopped by any measurement, estimate or certificate made either before or after completion and acceptance of any Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the Design-Builder, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Agreement. The Park District will not be precluded or stopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Design-Builder's failure to comply with the Agreement. Neither approval nor acceptance by the Park District, nor any payment for the whole or any part of the Work, will operate as a waiver of any portion of the Agreement, or of any power herein reserved or any right to damages herein provided. A waiver of any breach of the Agreement will not be held to be a waiver of any other subsequent breach.

ARTICLE 10

INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

10.1 INDEMNITY

10.1.1 The Design-Builder agrees to protect, defend, indemnify and hold the Park District, their respective offices, officials, representatives, and employees (hereafter, the "Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, arising out of or being in any way connected with the Design-Builder's performance or non-performance under this Agreement. The indemnification provided herein will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation, the following: attorney fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by the Park District, including, but not limited to, fines and penalties imposed by public bodies and the reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the termination or expiration of this Agreement. To the extent permissible by law, Design-Builder waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any claim by an employee of Design-Builder that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill 2d 155 (1991)). The Park District, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

10.1.2 At least initially, the Design-Builder will be solely responsible for the defense of any and all claims, demands or suits ("Claims") against the Indemnified Parties, including, without limitation, claims by an employee, subcontractor, agents or servants of Design-Builder, even though the claimant may allege that the Indemnified Parties were in charge of the Work or allege negligence on the part of the Indemnified Parties. The Park District will have the right, at its sole option, to participate in the defense of any such Claim, without relieving Design-Builder of any of its obligations hereunder.

10.2 DESIGN-BUILDER'S INSURANCE

10.2.1 Design-Builder shall maintain insurance coverage per Attachment A.6.

10.2.2 Before the start of the Work, the Design-Builder shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. The insurance shall also name Subcontractors, Sub-subcontractors, Material Suppliers, Architect/Engineer, Park District as named insureds.

10.2.3 Park District and Design-BUILDER waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors, and the Architect/Engineer for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

10.2.4 The Design-BUILDER shall indemnify and hold harmless the Park District against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the Park District's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of the Design-BUILDER, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.3 **ROYALTIES, PATENTS AND COPYRIGHTS** The Design-BUILDER shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrights materials, methods or systems selected by the Design-BUILDER and incorporated in the Work. The Design-BUILDER shall defend, indemnify and hold the Park District harmless from all suits or claims for infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Park District.

10.4 **PROFESSIONAL LIABILITY INSURANCE** The Design-BUILDER shall obtain, either itself or through the Architect/Engineer, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

General Office Coverage
Project Specific Professional Liability Insurance

written for not less than \$500,000.00 per claim. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Architect/Engineer. This coverage shall be continued in effect for one year after the Date of Substantial Completion.

10.5 BONDING

10.5.1 Performance and Payment Bonds are required of the Design-BUILDER. Such bonds shall be issued by a surety admitted in the State in which the Project is located, must be acceptable to the Park District, and must be on the Forms provided by the Park District.

10.5.2 Such Performance Bond shall be issued in the penal sum equal to one-hundred percent (100%) of the GMP.

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to Paragraph 10.2, whether or not such insurance is provided or is in an amount sufficient to cover such damages.

10.6 **LIENS** If any of the Design-BUILDER's subconsultants, subcontractors, employees, officials, agents or other person directly or indirectly acting for, through or under any of them files or maintains a lien or claim pursuant to the Illinois Public Mechanics' Lien Act, 770 ILCS 60/23, against the public funds for the Project, then the Design-BUILDER agrees to cause such liens and claims to be satisfied, removed or discharged within thirty (30) days from the date of filing thereof; provided, however, that the Park District may extend the thirty (30) day period if the Park District determines that such lien claim cannot be so satisfied, removed or discharged in such period and that the Design-BUILDER is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The Park District will have the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at the Design-BUILDER's sole cost, such cost to include reasonable legal fees.

The Design-BUILDER will give, or cause to be given, a copy of these provisions to all subcontractors and will include these provisions in all agreements with subcontractors, and/or give written notice to all subcontractors or other persons having oral or written agreements with such subcontractors.

10.6.1 Design-BUILDER, subcontractors, sub-subcontractors, and material suppliers shall submit lien waivers with

pay applications. Lien waivers shall be on forms provided by the Park District.

10.7 **LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Except for damages mutually agreed upon by the Parties as liquidated damages in Paragraph 5.4 and excluding losses covered by insurance required by the Contract Documents, the Park District and the Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Park District agrees to waive damages including but not limited to the Park District's loss of use of the Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver:

The Park District and the Design-Builder shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 11

SUSPENSION AND TERMINATION OF THE AGREEMENT AND PARK DISTRICT'S RIGHT TO PERFORM DESIGN-BUILDER'S RESPONSIBILITIES

11.1 SUSPENSION BY THE PARK DISTRICT FOR CONVENIENCE

11.1.1 The Park District may order the Design-Builder in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Park District may determine to be appropriate for its convenience.

11.1.2 Adjustments caused by suspension, delay or interruption shall be made for increases in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if the Design-Builder is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2 PARK DISTRICT'S RIGHT TO PERFORM DESIGN-BUILDER'S OBLIGATIONS AND TERMINATION BY THE PARK DISTRICT FOR CAUSE

11.2.1 If the Design-Builder persistently fails to perform any of its obligations under this Agreement, the Park District may, after seven (7) Days' written notice, during which period the Design-Builder fails to perform such obligation, undertake to perform such obligations. The GMP shall be reduced by the cost to the Park District of performing such obligations.

11.2.2 Upon an additional seven (7) Days' written notice to the Design-Builder and the Design-Builder's surety, if any, the Park District may terminate this Agreement for any of the following reasons:

11.2.2.1 if the Design-Builder persistently utilizes improper materials or inadequately qualified workers;

11.2.2.2 if the Design-Builder does not make proper payment to laborers, Material Suppliers or Subcontractors, provided that the Park District is making payments to the Design-Builder in accordance with the terms of this Agreement;

11.2.2.3 if the Design-Builder persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction;

11.2.2.4 if the Design-Builder refuses or fails to proceed promptly with an Interim Directed Change; or

11.2.2.5 if the Design-Builder otherwise materially breaches this Agreement.

If the Design-Builder fails to cure or commence and continue to cure within the seven (7) Days, the Park District, without prejudice to any other right or remedy, may take possession of the Worksite and complete the Work utilizing any reasonable means. In this event, the Design-Builder shall not have a right to further payment until the Work is completed.

11.2.3 If the Design-Builder files a petition under the Bankruptcy Code, this Agreement shall terminate if the Design-Builder or the Design-Builder's trustee rejects the Agreement or, if there has been a default, the Design-Builder is unable to give adequate assurance that the Design-Builder will perform as required by this Agreement

or

otherwise is unable to comply with the requirements for assuming this agreement under the applicable provisions of the Bankruptcy Code.

11.2.4 In the event the Park District exercises its rights under Subparagraph 11.2.1 or 11.2.2, upon the request of the Design-Builder the Park District shall provide a detailed accounting of the cost incurred by the Park District.

11.3 PARK DISTRICT'S REMEDIES Upon an event of default, the Park District may invoke any or all of the following remedies:

11.3.1 The right of set off against any payments due or to become due to the Design-Builder.

11.3.2 The right to take over and complete the Work, or any part thereof, either directly or through others. The Park District may exercise its right to take assignment of any or all of the Design-Builder's subcontracts, material and equipment to complete the Work. In the event a collateral assignment has not been executed, then Design-Builder will execute, or cause to be executed, any assignment, agreement or other document which may be necessary, in the sole opinion of the Park District's legal counsel, to evidence or effect compliance with this provision. The Design-Builder will promptly deliver such documents upon the Park District, the Design-Builder will remain liable to the subcontractor for any payment already invoiced to and paid by the Park District and for any claim, suit or cause of action based on or the result of any fault, negligent act, failure to act, error, omission, fraud, willful or intentionally tortuous conduct, or any other act or omission, or breach of the Agreement by the Design-Builder, its officer, employees, agents and other subcontractors, arising prior to the date of assignment to the Park District, when such claim, suit or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Design-Builder shall include the requirements of this paragraph in each of its subcontracts. The Park District's right to take over and complete the Work shall include the Park District's right

to

use material and equipment, whether owned or leased, which is within the scope of the Work or necessary for the completion thereof which has been paid for by the Commission, whether located on or off the Project Site. The Design-Builder will receive no further payment, if any, until the Work is completed.

11.3.3 In the event of termination, all costs and charges incurred by the Park District together with any cost of completing the Work, will be deducted from any moneys due or which may become due to the Design-Builder.

In

case the expense so incurred by the Park District will be less than the sum which would have been payable under the Agreement, if it had been completed by the Design-Builder and had not been forfeited by the Design-Builder, then the Design-Builder will be entitled to receive the difference, subject to any claims or liens thereon, which

may

have been filed or any prior assignment filed with the Park District. In case the expense incurred by the Park District will exceed the sum which would have been payable under the Agreement, the Design-Builder and its surety will be liable and will pay to the Park District the amount of such excess.

11.3.4 The right to terminate the Agreement as to any or all Work yet to be performed.

11.3.5 The right of limited specific performance as identified below:

11.3.5.1 Immediate transfer of title and delivery of permanent equipment or materials;

bases, 113.5.2 Immediate delivery and transfer of software, software licenses, project-related data files/data and other intellectual property rights;

11.3.5.3 Immediate assignment of purchase orders and leases;

11.3.5.4 Reasonable access to Key Personnel.

11.3.6 The right of money damages, including, but not limited to, all expert witness or other consultant fees, and court costs, which the Park District may incur in connection with any claim, suit or action based upon, related to or arising from, directly or indirectly, an event of default hereunder.

11.3.7 The right to withhold all or any part of Design-Builder's compensation.

11.3.8 The right to deem the Design-Builder (including any partners, in the event Design-Builder is a joint venture, or members, in the event Design-Builder is a limited liability corporation) non-responsible in future procurements by the Park District.

11.3.9 The right to take over the Work, or contract with another Design-Builder, including, but not limited to, any subcontractors, and hold Design-Builder liable for any amounts paid for such Work above what the Park District would have paid the Design-Builder for that same Work. Design-Builder will assign any of its subcontracts to the Park District that the Park District may request.

11.3.10 The right to declare Design-Builder (including any partners, in the event Design-Builder is a joint venture, or members, in the event Design-Builder is a limited liability corporation) in default under other contracts Design-Builder has with the Park District.

11.4 NON-EXCLUSIVITY The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every remedy will be cumulative and will be in addition to any other remedies existing now or hereafter at law, or in equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power, nor will it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as the Park District may deem expedient.

11.5 COURT DETERMINATION OF WRONGFUL TERMINATION In the event a court of competent jurisdiction determines that the Park District's termination for cause was wrongful, such termination shall be deemed a termination without cause under Paragraph 11.6 and the terms of Paragraph 11.6 will apply.

11.6 TERMINATION BY PARK DISTRICT WITHOUT CAUSE If the Park District terminates this Agreement other than as set forth in Paragraph 11.2, the Park District shall pay the Design-Builder for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs. In addition, the Design-Builder shall be paid an amount calculated as set forth below:

11.6.1 If the Park District terminates this Agreement prior to commencement of the Construction Phase, the Design-Builder shall be paid for the Design-Builder's Design Phase services provided to date as set forth in Subparagraph 6.1.2 and 6.1.3, and premium as set forth below.

11.6.2 If the Park District terminates this Agreement after commencement of the Construction Phase, the Design-Builder shall be paid for the Construction Phase services provided to date pursuant to Subparagraph 6.2.1.

11.6.3 The Park District shall also pay to the Design-Builder fair compensation, either by purchase or rental at the election of the Park District, for all equipment retained. The Park District shall assume and become liable for obligations, commitments and unsettled claims that the Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this Article 11, the Design-Builder shall cooperate with the Park District by

taking all steps necessary to accomplish the legal assignment of the Design-Builder's rights and benefits to the Park District, including the execution and delivery of required papers.

ARTICLE 12

DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If the Design-Builder continues to perform, the Park District shall continue to make payments in accordance with the Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business Days from the date of the first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of the first discussion, the Parties shall submit such matter to dispute resolution procedures selected herein.

12.3 MEDIATION If direct discussions pursuant to Paragraph 12.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under Paragraph 12.3, the parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating Party to the non-terminating Party and the mediator. The costs of the mediation shall be shared equally by the Parties.

12.4 MULTIPARTY PROCEEDING The Parties agree that all Parties necessary to resolve a matter shall be parties to the same dispute resolution procedure. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution.

12.5 LIEN RIGHTS Nothing in this Article shall limit any rights or remedies not expressly waived by the Design-Builder which the Design-Builder or its Subcontractors may have under lien laws.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 ASSIGNMENT Neither the Park District nor the Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Park District may assign the Agreement to a wholly-owned subsidiary of the Park District when the Park District has fully indemnified the Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Design-Builder than this Agreement. In the event of such assignment, the Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Park District's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

13.2 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

13.3 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.4 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

13.5 TITLES AND GROUPINGS The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Park District's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

13.6 JOINT DRAFTING The Parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.7 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

13.8 OTHER PROVISIONS

ARTICLE 14

EXISTING CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after the execution of this Agreement consist of:

As found in the Project Manual titled “Design-Build Services for Lakeview Center Renovation”, and dated January 15, 2013 enumerated as follows:

- Key Information
- Project Description/Room Schedule
- Instructions to Proposers
- Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors
- Workforce Profile
- Illinois Drug Free Workplace Certification
- Contractor Certification (Individual or Corporate/Partnership)
- Major Subcontractor List
- Performance Bond
- Labor and Material Payment Bond
- Certificate of Safety Compliance
- Peoria Park District Weekly Workforce Report
- Certified Payroll Form
- Proof of Insurance
- Specifications: Division 010000, “General Requirements”
- Exhibit 1 – Design-Build Design Services
- Attachment A.6 – Insurance Requirements
- Attachment B – Standard Form of General Conditions of Contract Between Owner and Design-Builder
- Attachment C – PDRMA Pre-Construction Design Guidelines
- Drawing: A-1 Existing Conditions Floor Plan
- Drawing: A-2 Proposed Concept Floor Plan

[EXECUTION PAGE FOLLOWS]

<Execution Page for Design-Build Agreement Between Pleasure Driveway & Park District of Peoria, IL and Design-Builder with effective date of _____, 2013>

This Agreement is executed by the Parties stated below, and made effective by such execution pursuant to its terms.

PLEASURE DRIVEWAY & PARK DISTRICT OF PEORIA, IL

By: _____
Timothy Cassidy, Park Board President

Attested to: _____
Secretary

Approved as to Form:

By: _____
Vonachen, Lawless, Trager, & Slevin

DESIGN-BUILDER

By: _____

Print Name: _____

Title: _____

PERFORMANCE BOND

TO: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA
PEORIA, ILLINOIS

KNOW ALL MEN BY THESE PRESENTS;

That _____

as Principal, and _____
_____, as
corporation of the State of _____, as Surety, are held and firmly bound
unto the PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Oblige, in the amount
of _____ (\$ _____),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20 _____
entered into a contract with Oblige for _____

_____ in accordance with contract documents prepared by the Architect-Engineer, which Contract is by reference made a part
hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly and
faithfully perform the Contract and all changes thereof, and during the life of any guaranty or warranty required under the
Contract, and, if Principal shall fully secure and protect the Oblige from all liability and from all loss or expense of any
kind, including all court costs, engineering fees and attorneys' fees made necessary or arising from the failure, refusal or
neglect of Principal to comply with all obligations assumed by Principal in connection with the performance of the
Contract and all changes thereof, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance
thereof. Whenever Principal shall be and is declared to be in default under the Contract, Oblige having performed
Oblige's obligations thereunder, Surety shall, after notice of such default, reserve all rights against all parties, take over
and complete the Contract and become entitled to payment of the balance of any monies due or to become due to such
defined Principal in accordance with the progress of the work.

A condition of this Bond is that the Principal shall faithfully perform in accordance with the prevailing wage clause
provided in the bid specification or Contract pursuant to Illinois Compiled Statutes 820 ILCS 130/1 *et. seq.*

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige
named herein.

Signed and Sealed this _____ day of _____, 20____.

PRINCIPAL

Design-Builder's Name

By: _____
Signature

Title

SURETY

Surety Name

By: _____
Attorney-in-Fact

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

LABOR & MATERIAL PAYMENT BOND

**TO; PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA
PEORIA, ILLINOIS**

KNOW ALL MEN BY THESE PRESENTS:

That: _____

as Principal, and _____

_____ a corporation of the State of _____ as Surety, are held and firmly bound unto the PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Obligee, for the use and benefit of claimants as hereinafter defined in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20 _____, entered into a Contract with Obligee for _____

_____ which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 820 ILCS 130/1 *et. seq.* and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is defined as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.

2. Nothing in this Bond contained shall be taken to make the Obligee liable to any subcontractor, materialman or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Principal for the Obligee, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the Contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between the Obligee and the Principal shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Obligee of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.

4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

6. The Principal and Surety shall be liable for any attorneys fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this _____ day of _____, 20____.

PRINCIPAL

SURETY

Design-Builder Name:

By: _____
Signature

By: _____
Attorney-in-Fact

Title

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

DESIGN-BUILD CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
_____ of the _____
who is the design-build contractor for the _____
building located at _____ owned by _____.

That the total amount of the contract including extras is \$_____ on which he has received payment of \$_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub-contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT	AMOUNT	THIS
BALANCE		PRICE	PAID	PMT. DUE

TOTAL ALL LABOR AND MATERIAL TO COMPLETE

There are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____.

Signature: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned _____ ha_____ been employed by THE
PEORIA PARK DISTRICT to furnish design-build services, material and labor for the
_____ at the premises commonly known as _____
located in the City of _____, County of Peoria, State of Illinois.

The undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do_____ hereby waive and release any and all lien or claim or right of lien under the statutes of the State of Illinois
relating to mechanics' liens, with respect to and on said above-described premises and improvements thereon and on the
money, funds or other considerations due or become due from the owner on account of labor or services, material, fixtures,
apparatus or machinery heretofore furnished or which may be furnished at any time hereafter by the undersigned for the
above described premises.

Dated this _____ day of _____ 20_____.

[Affix corporate seal here.]

(Name of sole owner, corporation or partnership)

ATTEST:

(Signature of secretary of corporation)

(SEAL)
(Signature of sole owner or authorized
representative of corporation or partnership)

WAIVER OF LIEN
DESIGN-BUILD CONTRACTOR'S PARTIAL
TO COVER ONLY CERTAIN PAYMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned _____ has been employed by
THE PEORIA PARK DISTRICT to furnish design services, material and labor for the _____
at the premises commonly known as _____
_____ located in the
City of Peoria, County of Peoria, and State of Illinois.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of _____
_____ Dollars, and other good and valuable considerations, the
receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release to the extent only of the
aforesaid amount of _____ Dollars, paid simultaneously herewith, any and
all lien or right or claim of lien under the statutes of the State of Illinois relating to mechanics' liens, with respect to and on
said above-described premises, and the improvements thereon and on the money, funds, or other consideration due or to
become due from the owner on account of design services, labor, services, material, fixtures, apparatus or machinery,
furnished by the undersigned, to or on account of the said owner, for the above-described premises, but only to the extent
of the payment aforesaid.

Dated this _____ day of _____, 20____.

[Affix corporate seal here]

(Name of sole owner, corporation or partnership)

ATTEST:

(Signature of secretary of corporation)

_____(SEAL)
(Signature of sole owner or authorized
representative of corporation or partnership)

SUB-CONTRACTOR'S FINAL WAIVER OF LIEN

[illegible]

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned _____
(sub-contractor)
has been employed by _____
(design-build contractor)
to furnish material and labor for the _____
at the premises commonly known as _____, in the City of
_____, County of Peoria, State of Illinois.

The undersigned, for and in consideration of _____ (\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do _____ hereby waive and release any and all lien or claim or right of lien under the statutes of the State of Illinois relating to Mechanics Liens, on the above described premises and improvements thereon and on the money, funds or other considerations due or become due from the owner on account of design services, labor or services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Dated this _____ day of _____, 20____.

[Affix corporate seal here.]

(Name of sole owner, corporation or partnership)

ATTEST:

(Signature of sole owner or authorized representative of corporation or partnership)

_____(SEAL)
(Signature of secretary of corporation)

PEORIA PARK DISTRICT

Weekly Workforce Report

Instructions

This weekly workforce report must be completed and returned to the Peoria Park District project manager for each week that you are working on Peoria Park District property. You are to report only those employees that are actually working on the Peoria Park District project identified on this report. Do not report employees that are not working on the project identified on this report.

If you have further questions regarding this report, please contact the Owner's Project Manager.

I. Trade & Hour Breakdown Table

- List the different trades (carpenter, laborer, plumber, etc.) and report the number of hours by race/gender for each trade;
- Total the hours for each trade on the right.

II. New Hires by Race & Gender

- If additional employees are hired for the job, please record the number of employees hired by race/gender.

III. Total Project Employee Breakdown

- Please track total hours by race/gender for the project if project lasts longer than a week.

Weekly Workforce Report (Peoria Park District Form) Date:_____ **Week Ending:** _____

Contractor/Subcontractor:_____ **Project:** _____

Trade & Hour Breakdown:

TRADE	FEMALE HOURS	CAUCASIAN HOURS	AFRICAN- AMERICAN HOURS	HISPANIC, HOURS	NATIVE AMERICAN HOURS	ASIAN, PAC. ISLANDER, OTHER HOURS	TOTAL HOURS

New Hires by Race & Gender

TRADE	CAUCASIAN	AFRICAN- AMERICAN	HISPANIC	NATIVE AMERICAN	ASIAN,PACIFIC ISLANDER, OTHER	MALE	FEMALE

Total Project Employee Breakdown

	CAUCASIAN	AFRICAN- AMERICAN	HISPANIC	NATIVE AMERICAN	ASIAN,PACIFIC ISLANDER, OTHER	MALE	FEMALE

NAME OF CONTRACTOR <input type="checkbox"/>	OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS
---	---	---------

ADDRESS

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

NAME, ADDRESS, TELEPHONE NUMBER AND SOCIAL SECURITY NUMBER OF EMPLOYEE	WORK CLASSIFICATION	DAY								TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS			TOTAL DEDUCTIONS	NET WAGES PAID PER WEEK
			DATE										FICA	WITHHOLDING TAX	OTHER		
		HOURS WORKED EACH DAY															
		O.T.									/						
		ST.									/						
		O.T.									/						
		ST.									/						
		O.T.									/						
		ST.									/						
		O.T.									/						
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		ST.									/						
		O.T.									/						
		ST.									/						

I, _____ (Name of Signatory Party) _____ (Title)]

REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 5 (820 ILCS 130/5) OF THE PREVAILING WAGE ACT OF THE STATE OF ILLINOIS.	

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DIVISION 010000
GENERAL REQUIREMENTS

SECTION 010000 - GENERAL

A. SUMMARY OF THE WORK

1. The Work covered under this Contract consists of that work described by the Contract Documents.
2. The Design-Builder shall be responsible for all items incidental to the scope of the Work intended by the contract documents.

B. OCCUPANCY BY OWNER.

1. The Owner reserves the right to occupy any portion of the project before it has been entirely completed, with the understanding that such occupancy shall in no way constitute acceptance of the work, in whole or in part, or of any work performed under the Contract, provided that such occupancy does not substantially interfere with completion of the work by the Design-Builder.

SECTION 012100 – ALLOWANCES

A. GENERAL

1. This section includes administrative and procedural requirements governing allowances
 - a) Selected material and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
 - b) Types of allowances may include the following:
 - 1) Lump-sum allowances.
 - 2) Unit-cost allowances.
 - 3) Inspection and testing allowances.

B. SELECTION AND PURCHASE

1. At the earliest practical date after award of the Contract, advise the Owner's Representative of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
2. At the Owner's Representative's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
3. Purchase products and systems selected by the Architect from the designated supplier.
4. Coordinate material and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

C. SUBMITTALS

1. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
2. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

D. UNUSED MATERIALS

1. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.
 - a) When requested by the owner's Representative, prepare unused material for storage by Owner where it is not economically practical to return the material for credit. When directed by the Owner's Representative, deliver unused material to the Owner's storage space. Otherwise, disposal of the unused material is the Contractor's responsibility.

E. SCHEDULE OF ALLOWANCES

1. ALLOWANCE #1: None, unless so stated herein
2. ALLOWANCE #2: None, unless so stated herein

SECTION 012600 - CHANGE ORDERS

A. OWNER'S REPRESENTATIVE'S FIELD ORDERS

1. From time to time during progress of the Work the Owner's Representative may issue an "Owner's Representative's Field Order" which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.
2. Should the Design-Builder consider that a change in Contract Sum or Contract Time is required he shall submit an itemized proposal to the Owner's Representative **immediately and before proceeding with the Work**. If the proposal is found to be satisfactory and in proper order, the Field Order will be superseded by a Change Order.

B. PROPOSAL REQUESTS

1. From time to time during the progress of work the Owner's Representative may issue a "Proposal Request" for an itemized quotation for changes to the Work which may result in a change to the Contract Sum or Contract Time. This document **is not a Change Order** and is not a direction to proceed with the changes described therein.

C. CHANGE ORDERS

1. Change Orders are written documents describing changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof. Change Orders must be signed by both the Owner and the Architect/Owner's Representative prior to proceeding with the Work subject to the Change Order. **REQUESTS FOR "EXTRA'S" OR OTHER ADDITIONAL PAYMENTS OVER AND ABOVE THE CURRENT CONTRACT SUM WILL NOT BE CONSIDERED WITHOUT THE PRIOR, WRITTEN APPROVAL OF BOTH THE OWNER AND THE OWNER'S REPRESENTATIVE.**
 - a) INITIATION. Change Orders may be initiated by a "Field Order" or "Proposal Request" per paragraphs "A" and "B" above. In addition, either the Design-Builder or Owner (or Owner's Representative) may initiate a Change Order through:
 - 1) Discovery of a discrepancy in the Contract Documents,
 - 2) Discovery of concealed conditions or,
 - 3) Discovery, during the course of the Work, of methods of accomplishing the Work in a better or more economical manner.
 - b) PROCESSING CHANGE ORDERS.
 - 1) Change Orders will be dated and will be numbered in sequence.
 - 2) The Change Order will describe the change or changes, or will refer to the Proposal Requests or Field Orders involved.
 - 3) The Owner's Representative will issue three copies of each Change Order to the Design-Builder.
 - 4) The Design-Builder promptly shall sign all three copies and return them to the Owner's Representative.
 - 5) The Owner and Owner's Representative will retain two signed copies in their files, and will forward one signed copy to the Design-Builder.
 - 6) Should the Design-Builder disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
 - i) The Design-Builder promptly shall return all three of the Change Orders, unsigned by him, to the Owner's Representative with a letter signed by the Contractor stating the reason or reasons for the Design-Builder's disagreement.
 - ii) The Design-Builder's disagreement with the Change Order shall not in any way relieve the Design-Builder of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

SECTION 012900 – PAYMENT PROCEDURES

A. SCHEDULE OF VALUES

1. Prior to the start of construction, submit a proposed Schedule of Values to the Owner's Representative which shows a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
 - a) The Schedule of Values is required to be compatible (in the same format) with the Application for Payment "Continuation Sheet", AIA G703.
2. If not requested to submit additional data or to modify the submitted Schedule of Values within ten (10) days of submittal, the initially submitted Schedule shall be deemed approved.

B. APPLICATIONS FOR PAYMENT

1. Applications for payment shall be delivered to the Owner's Project Manager at:

Department of Planning, Design, and Construction
Peoria Park District
Bradley Park Equipment Service
1314 N. Park Road
Peoria, Illinois 61604

SECTION 013100 - PROJECT MEETINGS

A. PRECONSTRUCTION CONFERENCE

1. Conduct a preconstruction conference prior to the start of the Work, at the location of the Work. Provide attendance by the designated personnel of the Design-Builder, including Sub-contractor's and/or suppliers of major components of the Work, if requested by the Owner's Representative.
 - a) AGENDA. Discuss items of significance that could affect progress including such topics as:
 - 1) Tentative construction schedule.
 - 2) Critical Work sequencing.
 - 3) Designation of responsible personnel.
 - 4) Procedures for processing field decisions and Change Orders.
 - 5) Procedures for processing Applications for Payment.
 - 6) Distribution of Contract Documents.
 - 7) Submittal of Shop Drawings, Product Data and Samples.
 - 8) Preparation of record documents.
 - 9) Use of the premises.
 - 10) Office, Work and storage areas.
 - 11) Equipment deliveries and priorities.
 - 12) Safety procedures.
 - 13) First aid.
 - 14) Security.
 - 15) Housekeeping.
 - 16) Working hours.

B. PROJECT MEETINGS

1. Project Meetings will be held per the schedule determined at the Preconstruction Conference, or as needed for proper coordination and administration of the project.
 - a) AGENDA
 - 1) Review and correct or approve minutes of the previous progress meeting.
 - 2) Review progress of the Work since last meeting, including status of submittals for approval.
 - 3) Identify problems which impede planned progress.
 - 4) Develop corrective measures and procedures to regain planned schedule.
 - 5) Complete other current business.

C. REPORTING

1. Distribute copies of the minutes of to each party present, and to other parties who should have been present, no later than three business days after each meeting.

SECTION 013300 - SUBMITTALS

- A. Requirements for shop drawings, samples, mock-ups, product data, etc., relative to specific elements or components of the work are called out in the various sections of the Technical Specifications.
 1. Submit items to allow for Owner's Representative's review and approval, potential re-submission if full approval is not given, ordering, delivery, fabrication time, etc., so as to allow the Work to proceed in a timely manner and in conformance with the project schedule.
- B. OTHER CONTRACTOR SUBMITTALS
 1. Unless otherwise modified the Design-Builder shall also submit:
 - a) A "bar chart" type proposed construction schedule, within ten days after award of the Bid.
 - b) Other submittals as required by other section of Division 010000.
- C. Submission of the required Bonds and Certificate of Insurance are to be made prior to the Owner's issuance of a Notice to Proceed.

SECTION 014000 – QUALITY/REGULATORY REQUIREMENTS

- A. GENERAL: Design-Builder shall comply with all laws, rules and regulations governing the work.
 1. When Design-Builder observes that contract documents are at variance with specified codes, notify Owner's Representative in writing immediately. Owner's Representative will issue all changes in accord with General Conditions.
 2. When Design-Builder performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Owner's Representative, Design-Builder shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accord with such laws, rules and regulations.
- B. SAFETY:
 1. Comply with all federal, state, and local laws, rules and regulations governing the installation/construction of the work.
 2. Develop and utilize safety program and training for workmen and sub-contractor employees.
- C. TESTING
 1. TESTS AND INSPECTIONS REQUIRED
 - a) Provide all tests and inspections required by governmental agencies having jurisdiction, as required by provisions of the Contract Documents and/or as specifically required by sections of the Technical Specifications.
 2. PAYMENT FOR TESTING
 - a) Include within the Contract Sum an amount sufficient to cover all testing, re-testing, and inspections required by the Contract documents and/or the Technical Specifications. Additionally pay for all testing and inspections required by all governmental agencies having jurisdiction.
 - 1) The Owner will pay for any testing and inspecting specifically requested by the Owner's Representative which are over and above those described in Paragraph 1.a) above.
 - 2) When initial tests (over and above those defined by 1.a) above) requested by the Owner's Representative indicate non-compliance with the Contract Documents, costs of initial tests associated with that non-compliance will be deducted by the Owner from the Contract Sum, and subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof shall be paid by the Design-Builder.
 3. WAIVER OF INSPECTION AND/OR TESTS
 - a) Specified inspections and/or tests may be waived only by the specific written approval of the Owner's Representative, and **such waivers will be expected to result in credit to the Owner equal to normal cost of such inspection and/or test.**

SECTION 014200 - REFERENCE STANDARDS AND DEFINITIONS

- A. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity the Design-Builder shall obtain copies directly from the publication source.
 2. Although copies of standards needed for enforcement of requirements may be included as part of required submittals the Architect reserves the right to require the Design-Builder to submit additional copies as necessary for enforcement of requirements.
- B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents they mean the recognized name of the trade association standards generating organization authority having jurisdiction or other entity applicable to the context of the text provision. Refer to the Encyclopedia of Associations, published by Gale Research Co. available in most libraries.
- C. Definitions: Owner's Representative and Owner's Project Manager
1. **OWNER'S REPRESENTATIVE:** The duties of the Owner's Representative as listed in the Project Manual, include but are not limited to, construction phase observation and technical administration services.
 - a) **LIMITS OF AUTHORITY:** The Owner's Representative shall be authorized to provide approvals and interpretations concerning the plans, specifications and progress of the Work as bid, but is not authorized to change the scope of the Work on behalf of the Owner.
 2. **OWNER'S PROJECT MANAGER:** The Owner's Project Manager will represent, act on behalf of, and provide interface between the Owner and the Design-Builder in respect to contract administration and/or other matters which affect the scope of the Work.
 - a) Unless defined otherwise in the Project Manual, the Owner's Project Manager shall be a designated member of the Planning, Design, and Construction Division of the Peoria Park District.
 - b) The Owner's Project Manager will also be the Owner's Representative and will provide construction phase observation and technical administration services, if a consultant Architect has not been engaged to do so, by the Owner.

SECTION 015000 – TEMPORARY FACILITIES & CONTROLS

- A. MOBILIZATION
1. Furnish all labor, tools, materials, equipment, and incidentals necessary for preparatory work.
 2. Provide and establish personnel, equipment, supplies, materials, offices or buildings, and other facilities necessary to work on the project.
 3. Demobilize all of the above and remove temporary facilities at the completion of the project.
- B. BARRIERS, PROTECTION OF SITE AND PROPERTY
1. GENERAL
 - a) Owner's improvements to remain, existing utilities, as well as adjacent site improvements shall be protected from damage by barriers, guards and coverings. Damaged work shall be replaced or repaired to condition prevailing at time of signing of contract, at no additional cost to Owner.
 - b) Provide 6' high, continuous chain link or orange plastic (used materials acceptable) construction fence to prohibit unauthorized personnel or public entry from the site of the Work. (Substitutions may be considered; submit request in writing to the Owner's Representative.)
 - c) Design-Builder shall provide, erect and maintain additional planking, fences, protective canopies, railings, shoring, lights, warning signs, etc., as needed for the protection of adjacent property and the public.
 2. LANDSCAPE PROTECTION
 - a) All live, healthy trees, shrubs, etc. on the site or on the street fronts of the site, not specified to be removed and not interfering with installation of new work required hereunder, shall be protected against injury from construction operations.
 - b) All shade trees which are to remain and which are liable to damage during the building operations, shall be properly boxed and protected from damage during the course of construction work as directed by the Park District. **No site-related work shall occur until the required tree protection (fencing, boxing, etc.) has been installed and approved by the Owner or his representative.**
 - 1) **LIQUIDATED DAMAGES:** The Owner reserves the right to charge the Design-Builder for damage to existing trees, and to deduct the charges from the amounts due the Design-Builder, based on the following schedule:

aa) Broken limbs 1" or over in diameter:	\$50 per caliper inch of limb
bb) Trenching or grading within the tree dripline or 20' from the trunk, whichever is less, of trees 4" or over in caliper diameter:	\$100 per tree/per foot within dripline, or within 20' minimum if applicable
cc) Damage to tree trunks, including "barking", nicking, gouging, etc.	\$150 per caliper inch of tree, per each injury
 3. BARRIERS/CONSTRUCTION FENCE MATERIALS
 - a) 2" open mesh chain link fence, 72" high minimum, galvanized, with appropriately sized posts; gates where indicated.
 - b) Alternate barrier fencing materials may be acceptable, however, no additional payments will be made on account of approval of alternate barrier/safety fencing materials.
 - c) Materials may be new or used, if in serviceable condition.
 4. WATCHMAN SERVICE
 - a) The Owner will not be responsible for loss due to theft or other damage which is not covered under Property Insurance. The Design-Builder shall make such arrangements for watchman service as he considers necessary and he shall be responsible for all loss or damage of his property, equipment, material, etc., at the site, and he shall make good such damage or loss without any additional cost to the Owner.
 5. EXISTING IMPROVEMENTS - PROTECTION

- a) The Design-Builder shall be entirely responsible for all injuries to water pipes, electric conduits or cables, drains, sewers, gas mains, poles, telephones and telegraph lines, streets, pavements, sidewalks, curbs, culverts, retaining walls, building walls, foundation walls, or other structures of any kind met with during the progress of the Work, and shall be liable for damages to public or private property resulting therefrom.
- C. CONSTRUCTION ACCESS, ROADS, AND PARKING AREAS
 - 1. DESIGN-BUILDER'S USE OF PREMISES
 - a) The Design-Builder shall require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.
 - 2. CONSTRUCTION ACCESS
 - a) To avoid traffic conflict with vehicles of the Owner's employees and customers, and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the route shown (IF SHOWN) on the Drawings as "Access Route". If access route is not shown on the Drawings, coordinate construction access and routes with the Owner's Project Manager.
 - b) Do not permit such vehicles to park on any street or other area of the Owner's property except in the area shown on the Drawings as "Contractor's Parking Area". If not shown on the drawings, the Contractor's Parking Area shall be as designated by the Owner's Project Manager.
 - c) Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.
 - 3. SECURITY
 - a) Restrict the access of all persons entering upon the Owner's property in connection with the Work to the Access Route and to the actual site of the Work.
- D. TEMPORARY ENVIRONMENTAL CONTROLS
 - 1. GENERAL
 - a) Provide temporary environmental controls at the site of the Work to ensure that construction operations have no harmful effects on adjacent properties and on members of the public who may come in proximity to the Work, and/or the employees of the Owner who are engaged in regular daily tasks and operations and are unable to be relocated to another work site during construction operations.
 - b) Owner reserves the right to stop the Work, at the Design-Builder's expense, until the Design-Builder provides necessary control measures for the conditions listed below; additionally, the Owner reserves the right to perform or have performed necessary control measures, should the Design-Builder refuse to do so at the time requested and to deduct the cost of those expenses from the amount due the Design-Builder.
 - 2. DUST CONTROL
 - a) Provide dust control materials to minimize dust from construction operations. Prevent air-borne dust from dispersing into the atmosphere.
 - 3. WATER CONTROL
 - a). Control surface water to prevent damage to the project, the site and adjoining properties.
 - 1) Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; direct drainage to proper runoff channels or storm drainage utilities.
 - b) Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
 - c) Dispose of drainage water in a manner to prevent flooding, erosion silting, or runoff of silt or sediment or other damage to all portions of the site or to adjoining properties.
 - 4. RODENT CONTROL
 - a) Provide rodent control to prevent infestation of construction or storage areas.
 - 1) Use methods and materials which will not adversely affect conditions at the site or on adjoining properties.
 - 5. DEBRIS CONTROL
 - a) Maintain all areas free of extraneous debris, waste, and rubbish.
 - 6. POLLUTION CONTROL
 - a) Prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
 - b) Provide equipment and personnel, perform emergency measures to contain all spillages, and to remove contaminated soils or liquids.
 - 1) Excavate and dispose of all contaminated earth off-site. Replace with suitable compacted fill and topsoil.
 - c) Take special measures, as necessary, to prevent harmful substances from entering public waters, including lakes, streams, intermittent drainage channels, and storm or sanitary sewers.
 - 7. EROSION CONTROL
 - a) Plan and execute construction and earthwork in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1) Schedule the Work to minimize the areas of bare soil exposed at one time, if possible.
 - 2) Provide temporary control measures such as berms, dikes, and drains to prevent runoff of silt or sediment from the site.
 - 3) Comply with Section 015713.
- E. PROJECT IDENTIFICATION AND SIGNAGE
 - 1. GENERAL
 - a) Provide and install project identification sign, if located and/or called out on the Drawings.
 - 2. SUBMITTALS
 - a) Provide shop drawing(s) of proposed sign/sign installation to Owner's Representative for approval, prior to installation
 - 3. INSTALLATION
 - a) Provide project sign as detailed on Drawings
 - b) If not detailed on Drawings provide project identification sign per the following minimum requirement:
 - 1) Content

- aa) Name of project
- bb) Name of Owner
- cc) Name of Architect(s) and major consultants
- dd) Names of Design-Builder and major subcontractors
- ee) Allow additional 200 characters of text explaining the project
- 2) Construction
 - aa) Size: 4' x 8'
 - bb) Materials: Min. 5/8" AC DFPA Exterior Plywood, with (2) 4" x 4" x 12' long pressure treated post supports
 - cc) Paint: paint front and back, seal edges, provide content as approved by Owner's Representative. Conform to recognized sign painting standards in selection of paint materials. Use only professional sign painter with three years minimum experience to apply sign graphics and lettering.
- 3) Install sign in a manner consistent with length of time of construction operations. Remove sign and fill post holes at project completion.

F. FIELD OFFICES

1. TEMPORARY FACILITIES

Provide and pay for temporary (new, or used if in serviceable condition) facilities and controls needed for the Work, if called out on the Drawings, which may include, but are not necessarily limited to:

- a) Temporary utilities such as heat, water, electricity, and telephone;
 - b) Field office for the Design-Builder's personnel (required if shown on the Drawings; otherwise at the Design-Builder's option and expense).
 - 1) Conform with requirements for Engineer's Field Office Type B, as defined in Article 646.04 of the Standard Specifications for Road and Bridge Construction - Illinois Department of Transportation.
 - c) Sanitary facilities;
 - d) Enclosures such as tarpaulins, barricades, and canopies;
 - e) Temporary fencing of the construction site;
 - f) Project sign.
2. Comply with Federal, State, and local codes and regulations.
- a) Maintain temporary facilities and controls in proper and safe condition throughout the progress of the work. The Design-Builder is responsible for conformance with all safety codes and regulations for all Work under his jurisdiction, including that of Sub-Contractors.
3. Locate temporary facilities as shown on the Drawings, or as approved by the Owner's Representative if not shown on the

Drawings.

SECTION 015713 – EROSION & SEDIMENT CONTROL

A. RELATED DOCUMENTS

- 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. SUMMARY

- 1. This Section includes the following:
 - a) Site erosion and sediment control
 - b) Silt fencing
 - c) Ditch checks
 - d) Erosion control blankets
 - e) Culvert and inlet protection
 - f) Stabilized entrance
- 2. Related Sections include the following:
 - a) Division 31 – Earthwork.
 - b) Division 32 – Exterior Improvements.
- 3. Erosion and Sediment Control Statement: The Peoria Park District takes the issue of construction related erosion and sediment control extremely seriously. The Peoria Park District is a community leader in the conservation and protection of our area's natural resources. This project will be watched closely by both staff and citizens for compliance with erosion and sediment control regulations and specifications.

C. QUALITY ASSURANCE

- 1. Materials and methods of construction shall comply with the following standards:
 - a) Illinois Department of Transportation
 - b) City of Peoria

D. PRODUCTS

- 1. Silt Fencing
 - a) Fabric for silt fencing shall consist of woven or nonwoven filaments of polypropylene, polyester, or polyethylene. Fabric shall be resistant to degradation by ultraviolet light and heat exposure. Fabric shall be rot, insect, and mildew proof, and have a high resistance to tearing.
 - 1) Fabric shall comply with the following physical properties:

aa) Grab tensile strength (lb) – ASTM D4632	200 (min)
bb) Grab elongation @ break (%) – ASTM D4632	12

- | | | | |
|--|-----|---|---------------|
| | cc) | Burst strength (psi) – ASTM D751 | 250 (min) |
| | dd) | Trapezoidal tear strength (lb) – ASTM D4533 | 75 |
| | ee) | Width (ft) | 3.5 (min) |
| | ff) | Weight (oz/sq. yd) – ASTM D3776 | 4.0 |
| | gg) | Equivalent opening size | 30 (nonwoven) |
| | hh) | (EOS) sieve no. – Corps of Engrs. CS-02215 | 50 (woven) |
2. Ditch Checks
 - a) Ditch checks will consist of silt fencing with the addition of wire reinforcement.
 - b) Wire shall be 9 gauge.
 - c) Alternate: Straw bales may be used in lieu of silt fencing
 3. Posts
 - a) Posts shall be standard “T” or “U” steel posts or wood with a minimum cross section of 3 square inches. Posts shall be a minimum of 60” in length. Posts shall be driven a minimum of 24” into the ground.
 4. Erosion Control Blankets
 - a) Excelsior Blanket: Excelsior blanket shall consist of a machine produced mat of wood excelsior of 80% 6” or longer fiber length. The wood from which the excelsior blanket is cut shall be properly cured to achieve adequately curled and barbed fibers.
 - 1) The blanket shall be of consistent thickness, with the fiber evenly distributed over the entire area of the blanket. The excelsior blanket shall be covered on the top side with a 90 day biodegradable extruded plastic mesh netting having an approximate minimum opening of 16 x 16 mm (5/8 x 5/8 in.) to an approximate maximum opening of 50 x 25 mm (2 x 1 in.). The netting shall be substantially adhered to the excelsior blanket by a knitting process using biodegradable thread or by an applied degradable adhesive. The netting shall be substantially adhered to the excelsior by a knitting process using biodegradable thread. The netting shall be entwined with the excelsior blanket for maximum strength and ease of handling.
 - 2) The excelsior blanket shall comply with the following:

aa)	Minimum width, \pm 25 mm (1 in.)	600 mm (24 in.)
bb)	Minimum mass \pm 10%	0.34 kg/sm (0.63 lb/sq yd)
cc)	Minimum length of roll, approximately	45 m (150 ft)
 - 3) The excelsior blanket shall be smolder resistant.
 5. Culvert And Inlet Protection
 - a) Culvert protection shall consist of a ditch check immediately upstream of every culvert entrance. Ditch check shall be installed to protect culvert interior from sedimentation.
 - b) Inlet protection shall consist of purpose made devices by:

Dandy Products, Inc.
P. O. Box 1980
Westerville, Ohio 43086-1980
Phone: 1-800-591-2284
Fax: 740-881-2791
www.dandyproducts.com
dle@dandyproducts.com

or

NILEX, Inc.
15171 E. Fremont Drive
Centennial, CO 80112
Phone: 1-800-537-4241
Fax: 303-766-1110
www.nilex.com
denver@nilex.com
 - c) “Or Equal” substitutions may be made with prior approval of Owner’s Representative.
 6. Stabilized Entrance
 - a) Stabilized entrance shall consist of coarse aggregate laid over geotextile fabric.
 - b) Dimensions: 70’ long by 14’ wide.
 - c) Geotextile Fabric: as per requirements of “silt fencing”.
 - d) Aggregate: IDOT Class CA-1, CA-2, cA-3, or CA-4.

E. EXECUTION

1. Site Erosion And Sediment Control
 - a) Design-BUILDER is responsible for fulfilling terms of City of Peoria Erosion Control Permit and all applicable portions of the “Erosion, Sediment, and Stormwater Control Ordinance of the City of Peoria”.
 - b) Install control devices as shown on erosion control plan.
 - c) Install additional measures as needed to control erosion and sedimentation on the site.
2. Silt Fencing Installation
 - a) Install silt fencing according to details in plans. The silt fence shall be entrenched to a minimum depth of 8”.
 - b) The silt fence shall be installed on the contour, with the ends extending up-slope.
 - c) Install silt fencing before commencing site clearing work.
3. Ditch Check Installation
 - a) Install ditch checks according to details in plans.
 - b) Install ditch checks at locations shown on plans.
 - c) Install additional ditch checks as needed to control erosion within drainage swales as site conditions and weather dictate.
 - d) Install ditch checks immediately after swales are graded.
4. Erosion Control Blankets Installation
 - a) Install erosion control blankets as needed to control erosion in drainage swales and at the direction of the Owner’s

- Representative.
- b) Anchor stakes shall be driven at a spacing of 2 feet on center.
- 5. Culvert And Inlet Protection Installation
 - a) Install culvert protection at upstream entrances to all culverts.
 - b) Install culvert protection to intercept waterborne silt and sediment and prevent it from entering culvert pipes.
 - c) Install immediately after culvert installation.
 - d) Install inlet protection according to manufacturer's written instructions at each inlet immediately after inlet construction.
- 6. Stabilized Construction Entrance Installation
 - a) Install stabilized construction entrance and other approved measures as necessary to limit tracking of soil on to all paved surfaces.
 - b) Comply with all City of Peoria codes limiting tracking of soil on to City streets.
- 7. Maintenance
 - a) Inspect silt fences after each rainfall. Repair fencing, failures, end runs, and erosion cuts immediately.
 - b) Remove soil from silt fencing after each rainfall.
 - c) Erosion control maintenance and repair shall be considered incidental to the contract.
 - d) Tracked soil and sediment shall be removed from all paved surfaces on a daily basis.
 - e) Replace or provide new erosion and sediment control measures as needed during construction to provide protection to site and surrounding property for the entire time of construction, or until project is complete.
- 8. Close-Out
 - a) Remove silt fencing and other erosion and sediment control devices after lawn or seeding has been established.
 - b) Soil deposits remaining in place after silt fence is no longer required shall be dressed to conform to existing grade, and seeded with appropriate seed material.

SECTION 016000 – PRODUCT REQUIREMENTS

A. MATERIALS AND EQUIPMENT

- 1. STANDARD SPECIFICATIONS
 - a) Reference herein to known standard specifications of governmental agencies or technical societies shall refer to the latest edition of such specifications, adopted and published at date of these Specifications.
- 2. MANUFACTURED ARTICLES
 - a) All manufactured articles, materials and equipment to be incorporated in the work shall be new (unless otherwise specified) and of the quality specified and shall be used, erected, installed, connected, cleaned and conditioned as directed by and in conformity with job conditions to produce the best results obtainable.
 - 1) Field measurements for all special products and materials which requires close tolerances or fitting into other items or components of the Work shall be taken on the job by the party furnishing the materials.
- 3. QUALITY ASSURANCE
 - a) Per the Supplementary Instructions to Bidders, the Bidder by submission of a signed bid form, agrees to install products and equipment by brand and model name or names specified in the Technical Specifications, Divisions 02-35. Substitutions are allowed only in conformance to the following:
 - 1) Proprietary Specification Requirement: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
 - 2) Semiproprietary Specification Requirement: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted
 - aa) Where either of the two cases above prevail, and the named product is accompanied by "or approved equal" substitutions will be allowed only upon written approval of the Owner's Representative prior to submission of proposals.
 - 3) Non-Proprietary Specification Requirement: When the Specifications lists products or manufacturers that are available and are accompanied by "or equal", the Design-Builder may propose any available product that complies with the Specifications' requirements; however, the Owner's Representative shall determine if the produced item complies with those requirements.
 - 4) Descriptive Specification Requirement: Where Specifications describe a product or assembly listing exact characteristics required, with or without use of a brand, trade, or model name, provide a product or assembly that provides the characteristics and otherwise complies with the Contract Documents.
 - 5) Performance Specification Requirement: Where Specifications require compliance with performance requirements, provide products or assembly that comply with these requirements and are recommended by the manufacturer for the application indicated.
 - 6) Compliance with Standards, Codes, and Regulations: Where the Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standard, code, or regulation specified.
 - b) **VISUAL MATCHING AND SELECTION**. Where the Specifications require matching an established sample or call for "as selected", the Owner's Representative's decision will be final on whether a proposed product matches satisfactorily.

B. STORAGE AND PROTECTION

- 1. GENERAL
 - a) Design-Builder shall provide and maintain:
 - 1) Storage for materials and equipment to be installed in Project.
 - 2) Protection and security for stored materials and equipment, on and off site.
 - 3) Protection of existing on-site elements to remain.
 - 4) Protection of adjacent properties improvements
- 2. METHODS

- a) Store off grade and cover with impervious material all moisture or water vulnerable materials.
 - b) Store finished products and equipment in an enclosed building, on or off site.
 - c) Maintain integrity of shipping cartons until ready for installation.
 - d) Provide separate storage for combustible and non-combustible products.
 - e) Follow storage recommendations of product and equipment manufacturers.
 - f) Other methods shall be subject to Owner's prior written approval.
 - 3. The Design-Builder shall maintain an emergency phone number where a contact person can be notified at any time, Sundays and holidays included, of an emergency condition due to the work which requires immediate repair or protection.
- C. SUBSTITUTIONS
- 1. See "SECTION 016000 – A. MATERIALS AND EQUIPMENT" for requirements pertaining to substitution of specified materials, products, equipment, etc.
 - 2. Design-Builder may propose substitute materials, products, equipment, etc., after award of the Bid; however, such proposals are expected to result in a cost savings to the Owner and/or higher quality Work at no additional cost to the Owner.
- D. WARRANTIES AND BONDS
- 1. GENERAL
 - a) This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - b) Warranties for the Work and products and installations of each Contractor shall be one (1) year unless specified otherwise in the individual Sections of Divisions 02 through 35.
 - c) Disclaimers and Limitations:
 - 1) Manufacturer's disclaimers and limitations on product warranties do not relieve the Design-Builder of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Contractors required to countersign special warranties with the Design-Builder.
 - 2) The responsibility of the Design-Builder in respect to the required warranties shall not be relieved or limited in any way by the failure of installed components, equipment, materials, etc., due to naturally occurring and/or re-occurring conditions at the site or area of the Work including, but not limited to:
 - aa) ground and soil conditions, especially as related to frost heave;
 - bb) high wind velocities (except those exceeding velocities normally used for calculating wind loading at the site of the Work);
 - cc) rain and water damage (unless caused by winds exceeding normal design limits);
 - dd) ice/snow loading on structures
 - ee) and other naturally occurring or re-occurring site conditions
 - 3) The Design-Builder shall notify the Owner's Representative, prior to the award of the contract, of any part or component of the Work that is, in his opinion, not designed to accommodate the existing, naturally occurring, or re-occurring conditions of the site, and whether or not a change in the proposed methods of construction, types of equipment, etc., will affect the bid price.
 - aa) Should the proposed change in construction methods, equipment type, etc., result in additional expense, the Owner reserves the right to request proposals from the other bidders and to make award the contract based on the bid amount which includes the proposed change.
 - 2. WARRANTY REQUIREMENTS
 - a) Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
 - b) Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
 - c) Replacement cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Design-Builder is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
 - d) Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - aa) Rejection of Warranties: The Owner reserves the rights to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 - e) The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
 - f) For specific warranty requirements related to landscape materials, refer to the applicable Section.
 - 3. SUBMITTALS
 - a) Submit written warranties to the Owner's Representative prior to the date certified for Substantial Completion. If the Owner's Representative's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner's Representative.
 - 1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Design-Builder during the construction period, submit properly executed warranties to the Owner's Representative within fifteen days of completion of that designated portion of the Work.

- b) Form of Submittal: At Final Completion, compile two copies of each required warranty and bond properly executed by the Design-Builder, or by the Design-Builder, Subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- c) Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
- d) Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
- e) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name, and the name of the Design-Builder.
- f) When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

SECTION 017300 – EXECUTION

A. GEOTECHNICAL DATA

- 1. If the Owner has caused borings or other subsurface investigations to be made, the data or report pursuant to these investigations will be included in the Project Manual, as an Appendix, and labeled as such.
- 2. The Owner and Owner's Representative do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the Design-Builder's interpretation of the data.
- 3. The Design-Builder's may, at his option, perform additional subsurface investigation, however, it shall be at the Design-Builder's sole expense.

B. FIELD ENGINEERING

Provide such field engineering services as are required for proper completion of the Work including, but not limited to:

- 1. Establishing and maintaining lines and levels
- 2. Structural design of shores, forms, and similar items provided by the Design-Builder as part of his means and methods of construction.
- 3. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks and control points. Preserve permanent reference points during construction.

C. COORDINATION OF TRADES AND SUB-CONTRACTORS

- 1. The Design-Builder shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, sub-contractors, or materials and men engaged upon the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which may be required for fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together properly and fit the work to receive, or be received by that of other contractors.
- 2. When two or more prime contracts are being executed at one time in such manner that the work on one contract may interfere with the work of another, the Owner's Representative shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts may progress at the same time and in what manner.
 - a) The Design-Builder shall not cause any unnecessary hindrance or delay to any other contractors on the premises, and shall be responsible for all damages done to the work of other contractors caused by him or by his employees.

D. REFERENCE AND CONTROL POINTS PROVIDED BY OWNER

In addition to layout procedures provided by the Design-Builder for proper performance of the Design-Builder's responsibilities:

- 1. Locate and protect existing control points before starting work on the site.
- 2. Preserve permanent reference points during progress of the Work.
- 3. Do not change or relocate reference points or items of the Work without specific approval from the Owner's Representative.
- 4. Promptly advise the Owner's Representative when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
- 5. Upon direction of the Owner's Representative, require the field engineer to replace reference stakes or markers.
- 6. Locate such replacement according to the original survey control.

E. REFERENCE AND CONTROL POINTS PROVIDED BY THE DESIGN-BUILDER

- 1. If not provided by the Owner (and defined as the responsibility of the Owner in the Contract Documents) establish sufficient general reference points in the form of permanent bench marks, grade stakes or other markers as will enable the Design-Builder to proceed with the Work.
- 2. The Design-Builder may lay out his own work, or cause the Work to be laid out by a qualified party such as a Registered Land Surveyor or a Professional Engineer, as necessary.
- 3. The Design-Builder shall establish and be responsible for all lines, elevations and measurements of the structure utilities, installations, and other Work executed by him under the contract.
 - a) Exercise proper precautions to verify the figures and dimensions shown on the drawings before laying out the work; be responsible for any error resulting from failure to exercise such precaution.

SECTION 017329 - CUTTING AND PATCHING

A. CHASES AND OPENINGS

- 1. The Design-Builder is responsible for the provision and/or coordination of all chases, openings and recesses required by work of his own forces, subcontractors or separate contractors.
 - a) Each subcontractor or separate contractor shall be responsible for furnishing advance information to the Design-Builder as to exact dimensions and locations of such chases and openings, and shall provide and set in place all necessary sleeves, inserts and forms.

- b) Openings shall be accurately located, neatly cut, and no larger than necessary. Provide all rebuilding, patching, refinishing and painting required to restore the construction to original condition.
- 2. Provide shoring, bracing, and support as required to maintain structural integrity of the project.
- 3. Provide protection from cutting and patching operations as required for other portions of the project; protect the Work and existing improvements in proximity to the cutting and patching operations from the elements.

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT & DISPOSAL

A. PERIODIC CLEANING

- 1. Each Contractor shall clean up after his own work as needed and/or ensure that sub-contractors clean up after their work and remove accumulations of waste, debris, and rubbish caused by construction operations.
 - a) Remove all waste, rubbish and debris on a daily basis (if needed), as they accumulate, and after completion of the Work.

B. PROJECT COMPLETION

- 1. On completion of the project, the entire job shall be cleaned up and left in perfect condition, including adjacent areas.
 - a) Marred surfaces shall be patched or repaired and touched up to match adjoining surfaces.
 - b) All rubbish shall be removed from the site before acceptance.
 - c) New surfaces and/or exposed elements of the Work shall be protected from stain and marring. These surfaces shall be cleaned to the satisfaction of the Owner's Representative or replaced if said stains or mars are unable to be completely removed

C. GOVERNMENTAL REGULATIONS

- 1. Conduct cleaning and disposal operations in compliance with Federal, State and local ordinances and anti-pollution laws and regulations.

SECTION 017700 - PROJECT CLOSEOUT

A. GENERAL

Work includes:

- 1. Substantial Completion.
- 2. Final Completion
- 3. Closeout submittals.
- 4. Instruction

B. SUBSTANTIAL COMPLETION

- 1. Prepare and submit the list ("punch-list") required by Section 6.6 of the General Conditions.
 - a) Within a reasonable time after receipt of the list the Owner's Representative will inspect to determine status of completion. Should the Owner's Representative determine that the Work is not Substantially Complete:
 - 1) The Owner's Representative will so notify the Design-Builder, in writing, giving the reasons therefore.
 - 2) Remedy the deficiencies and notify the Owner's Representative when ready for reinspection.
 - 3) The Owner's Representative will reinspect the Work.
 - b) When the Owner's Representative concurs that the Work is Substantially Complete:
 - 1) The Owner's Representative will prepare a "Certificate of Substantial Completion" on AIA form G704, accompanied by the Design-Builder's list of items to be completed or corrected, as verified and approved by the Owner's Representative.
 - 2) The Owner's Representative will submit the Certificate to the Owner and to the Design-Build for their written acceptance of the responsibilities assigned to them in the Certificate.

C. FINAL COMPLETION

- 1. At the time of submission of the Final Application for payment to the Owner, the Design-Builder shall:
 - a) Verify that the Work is complete including, but not necessarily limited to, the items listed in the punch list. Certify that:
 - 1) the Contract Documents have been reviewed;
 - 2) the Work has been inspected for compliance with the Contract Documents;
 - 3) the Work has been completed in accordance with the Contract Documents;
 - 4) equipment and systems have been tested as required, and are operational;
 - 5) the Work is completed and ready for final inspection.
 - b) The Owner's Representative will make a final inspection to verify status of completion and if all "punch-list" items have been completed, and upon receipt of the Design-Builder's Final Application for Payment, issue a Certificate of Final Completion. Should the Owner's Representative determine that the Work is incomplete or defective:
 - 1) The Owner's Representative will so notify the Design-Builder, in writing, listing the incomplete or defective work.
 - 2) Remedy the deficiencies promptly, and notify the Owner's Representative when ready for reinspection.
 - c) **FINAL APPLICATION FOR PAYMENT**
 - 1) Submit a final Application for Payment to the Owner's Representative, showing all adjustments to the Contract Sum.
 - 2) If needed, the Owner's Representative will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.
 - 3) Include final waivers of lien from the Design-Builder, sub-contractors, and major suppliers.
 - 4) Final payment will not be released until all close-out submittals have been made, final cleaning has been performed, and required instruction(s) to Owner's personnel have been accomplished.

D. CLOSEOUT SUBMITTALS

1. When the Owner's Representative determines that the Work is acceptable under the Contract Documents, he will request the Design-Builder to make closeout submittals. Closeout submittals include, but are not necessarily limited to:
 - a) Project record documents described in "Section 017839".
 - b) Operation and maintenance manuals/data as described in "Section 017823".
 - c) Warranties and bonds as described in "Section 016000".
 - d) Keys and keying schedule;
 - e) Spare parts and materials extra stock;
 - f) Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - 1) Certificates of Inspection, as required
 - 2) Certificate(s) of Occupancy
 - g) Certificates of Insurance for products and completed operations;
 - h) Evidence of payment and release of liens.
 - 1) Consent of Surety to Final Payment
 - 2) Contractor's Final Waiver of Lien
 - 3) Separate releases or Waivers of Lien for sub-contractors, suppliers and others with lien rights against the Owner, together with a list of those parties.
 - i) List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

SECTION 017823 - OPERATING/MAINTENANCE MANUALS & INSTRUCTION

A. GENERAL

1. Compile operating/product data and related information appropriate for Owner's maintenance and operation of products and equipment provided under the Contract.
2. Instruct Owner's personnel in operation and maintenance of products, equipment and systems.
3. OPERATIONS AND MAINTENANCE DATA REQUIRED:
 - a) Operating and maintenance manuals are required for each area of Work which is listed below, if that area of Work is included within the scope of Work of the project:
 - 1) HVAC
 - 2) Plumbing – including water supply, sewage and waste disposal
 - 3) Electrical
 - 4) Landscape irrigation system
 - 5) Fire sprinkler system
 - 6) Communications equipment and systems
 - 7) Materials and finishes (see _____ below)
 - 8) _____
 - 9) _____

B. OPERATIONS/MAINTENANCE MANUALS - FORM OF SUBMITTAL

1. Prepare operating and maintenance manuals in the form of an instructional manual, utilizing heavy-duty, durable 3-ring vinyl covered loose-leaf binders, for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder. Provide when drawings or diagrams are required as part of the manual.
2. Provide sturdy manila or kraft envelope, accordion type file folder, or cardboard file boxes, properly labeled, of sufficient size to contain all submittals.
3. Submit one copy of data in final form at least fifteen days before final inspection. This copy will be returned within fifteen days after final inspection, with comments. After final inspection make corrections or modifications to comply with the Owner's Representative's comments and submit three copies of each approved manual to the Owner's Representative
4. WARRANTIES, BONDS AND SERVICE CONTRACTS
 - a) Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond. Provide list for each product containing name, address, and phone number of:
 - 1) Contractor.
 - 2) Subcontractor.
 - 3) Maintenance contractor, as appropriate.
 - 4) Local supply source for parts and replacement.
 - b) Identify area of responsibility of each contractor.

C. MANUAL FOR MATERIALS AND FINISHES

1. Submit two (2) copies of complete manual in final form.
2. Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
3. Content for products, applied materials and finishes:
 - a) Manufacturer's data, giving full information on products.
 - 1) Catalog number, size, composition.
 - 2) Color and texture designations.
 - 3) Information for re-ordering special-manufactured products.
4. Instructions for care and maintenance.
 - a) Manufacturer's recommendations for types of cleaning agents and methods.
 - b) Cautions against cleaning agents and methods detrimental to product.

- c) Recommended cleaning and maintenance schedule.
- 5. Moisture-Protection and Weather-Exposed Products: Provide complete manufacturer's data with instructions on inspection, maintenance and repair of products exposed to the weather or designed for moisture-protection purposes.
- 6. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
 - a) Applicable standards.
 - b) Chemical composition.
 - c) Installation details.
 - d) Inspection procedures.
 - e) Maintenance information.
 - f) Repair procedures.

D. INSTRUCTION

- 1. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work including, but not limited to;
 - a) Mechanical
 - b) Water supply
 - c) Electrical service/distribution and lighting
 - d) Other items or systems as required in individual sections of the Technical Specifications
- 2. Instructions for the Owner's Personnel: For instruction of the Owner's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the equipment or system involved.

SECTION 017839 - PROJECT RECORD DOCUMENTS (AS-BUILTS)

A. DOCUMENTS REQUIRED AT SITE

- 1. The Design-Builder shall maintain at the job site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Contract modifications.
 - a) Each of these project record documents shall be clearly marked "**Project Record Copy**"
 - b) Shall be maintained in good condition
 - c) shall be available at all times for inspection by the Park District, and shall not be used for construction purposes.

- B. Project-record drawings shall be marked up to show significant changes made during construction progress, referenced to visible and accessible features of the structures. Project-record drawings shall be kept current and no work shall be concealed until required information has been recorded.

- C. Record-documents shall be submitted in satisfactory condition to the Park District at the completion of the project. **FINAL COMPLETION OF THE PROJECT WILL NOT BE ATTAINED, AND FINAL PAYMENT WILL BE WITHHELD, UNTIL PROJECT "AS-BUILTS" ARE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.**

END OF GENERAL REQUIREMENTS

EXHIBIT 1
Design-Builder

DESIGN SERVICES

1. Complete the design for the Project and solicit Park District reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Park District to establish the final design.
2. Provide design documents for written approval at the completion of Schematic Design, Design Development, and Construction Documents as identified in the Design-Build Agreement between the Pleasure Driveway & Park District of Peoria, IL (“Park District”) and Design-Builder, Article 2.
3. Provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Park District review.
4. Prepare and professionally seal documents that will be issued for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components.
 - a. Occupancy classification.
 - b. Construction type.
 - c. Occupant load by area and floor.
 - d. Travel distances.
 - e. Accessibility.
 - f. Exit types, units and widths.
 - g. Plumbing fixture counts.
 - h. Loading berths and parking requirements.
 - i. Fire resistance requirements.
5. Facilitate a Lessons Learned walk-thru of recently constructed similar projects with the Park District. Documents and issue for Park District approval a record of improvements and variations to be incorporated into design.
6. Coordination and support in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) to the Park District.
7. As required, prepare Request for Clarification submittals for the Park District’s questions.
8. Issuance of a zoning analysis package (if required).
9. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Park District review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment.
10. Develop a hardware and device location plan for Park District review and approval.
11. Develop a signage plan and specifications for Park District review and approval.
12. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Standard Form of General Conditions of Contract Between Owner and Design-Builder. Architect Engineer shall issue MEP coordination documentation to the Park District for review. Architect Engineer shall coordinate and resolve:

- a. Space requirements between trades and/or disciplines.
 - b. Space requirements and access for maintenance and replacement of all MEP equipment.
 - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment, etc. specified under different Divisions).
 - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
 - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the Park District's design review team.
 - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - ii. Slabs where services would logically be installed within the slab on grade or deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, IT rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - v. Location on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.
13. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.
14. Design-Builder's Architect/Engineer shall provide no less than 12 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Park District. The Design-Builder's Architect/Engineer's on-site representative will be removed immediately upon written request of the Park District.
15. Architect Engineer to conduct a comprehensive final inspection of the Project with the Park District to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
- a. The Design Builder is responsible for facilitating a walkthrough on site with the Park District to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Park District.
20. Submittal, Record Document and Close requirements set forth in Standard Form of General Conditions of Contract Between Owner and Design-Builder.

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ATTACHMENT A.6

INSURANCE REQUIREMENTS
ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS

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

A. 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 \$1,000,000 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 shall be included as an 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.

B. 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 one (1) year 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.

C. 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 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.

D. 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 or \$1,000,000 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.

E. GENERAL INSURANCE PROVISIONS

- 1. 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 termination of this Contract at Owner's option.

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.

- 2. Acceptability of Insurers.** For insurance companies which 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.
- 3. Cross-Liability Coverage.** If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 4. 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.
- 5. 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.

F. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited legal fees (attorney's and paralegal's 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 (1) 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 therefrom and (2) 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, except to the extent 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.

SAMPLE LIABILITY INSURANCE ENDORSEMENT

The following spaces preceded by an asterisk (*) need not be completed if this endorsement and policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NUMBER	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
--	-----------------------------------	------------

This endorsement changes the policy. Please read it carefully.

AUTOMATIC ADDITIONAL INSURED

The following provision is added to (SECTION II), Who Is An Insured.

5. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below.
- a. The Limits of Insurance provided on behalf of the Additional Insured are not greater than those required by such contract.
 - b. The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - c. All insuring agreements, exclusions and conditions of this policy apply.
 - d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Except when required otherwise by contract, this insurance does not apply to:

- 1) "Bodily injury" or "property damage" occurring after
 - a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or
 - b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 2) "Bodily injury" or "property damage" arising out of any act or omission of the Additional Insured(s) or any of their employees, other than the general supervision of work performed for the Additional Insured(s) by you.
- 3) "Property damage" to
 - a) Property owned, used or occupied by or rented to the Additional Insured(s);
 - b) Property in the care, custody or control of the Additional Insured(s) or over which the Additional Insured(s) is for any purpose exercising physical control; or

- c) “Your work” for the Additional Insured(s).

With respect to Additional Insureds who are architects, engineers or surveyors, this insurance does not apply “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:

- a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- b) Supervisory, inspection or engineering services.

Any coverages provided hereunder shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

No person or organization is an Additional Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

END OF ATTACHMENT A.6



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010

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Washington, DC

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Article 1

General

1.1 Mutual Obligations – (Deleted)

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder.

1.2.2 *Basis of Design Documents* are as follows: The Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) as modified.

1.2.10 (Deleted)

1.2.11 (Deleted)

1.2.12 (Deleted)

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design

criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Agreement Between Owner and Design-Build Contractor; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work within the Guaranteed Maximum Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Cost of the Work or Guaranteed Maximum Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Cost of the Work or Guaranteed Maximum Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to

prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, to the extent available:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an

adjustment in its Cost of the Work or Guaranteed Maximum Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Cost of the Work or Guaranteed Maximum Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Attachment A.6 Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in Attachment A.6.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates or such other documentation required pursuant to Attachment A.6 evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of

coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance – (Deleted)

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest. – (Deleted)

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Subject to Section 5.5 of the Agreement, Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment within 45 days, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Guaranteed Maximum Price or Estimated Cost of Work; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Interim Directed Changes.

9.2.1 An Interim Directed Change is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Guaranteed Maximum Price or Estimated Cost of Work and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Interim Directed Change. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Guaranteed Maximum Price or Estimated Cost of Work and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Price Adjustments.

9.4.1 The increase or decrease in Guaranteed Maximum Price or Estimated Cost of Work resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues an Interim Directed Change, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable adjustment in the design-builder's fee, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Guaranteed Maximum Price or Estimated Cost of Work and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration. – (Deleted)

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

Article 11

Stop Work and Termination for Cause – (Deleted)

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Labor Standards. All employers shall comply with the Employment of Illinois Workers on Public Works Act [30 ILCS 570/1 to 570/7].

13.11 Wage Standards.

13.11.1 Prevailing Wage Act: Wages and benefits to employees shall comply with all Federal and State of Illinois statutes pertaining to public works projects and specifically: Wages of Employees on Public Works [820 ILCS 130/1-12].

13.11.2 Not less than the prevailing rate of wages as determined by the Park District or the Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

13.11.3 The terms "general prevailing rate of hourly wages", "general prevailing rate of wages" or "prevailing rate of wages" when used in this Act mean the hourly cash wages plus fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

13.11.4 Prevailing Wage Act/FOIA: Contractors and subcontractors shall submit certified payroll on a monthly basis to the Park District in compliance with requirements of 820 ILCS 130/5. These records

will be kept by the Park District for three years and may be reviewed by others through the Freedom of Information Act (FOIA). The Park District will exclude employee's address, telephone number, and social security number from public inspection.

TOPIC: **Pre-construction Design Guidelines**

Pre-construction Plan Review Services:

PDRMA contracts property insurance pre-construction plan review services with Kodiak Fire Protection Services, Inc. The plan review services for PDRMA members are for construction projects, building additions/renovations and the addition or modification of sprinkler systems or smoke/fire detection systems, etc. Kodiak Fire Protection's property loss control engineers review your pre-construction plans and make recommendations concerning construction, fire suppression systems, alarms and detection systems, water supply, utilities, hazards and other general engineering property conservation best practices to address prior to construction. PDRMA pays the cost of the plan reviews.

The program **does not apply** to bathhouses, shelters, warming houses, tennis courts, interior remodeling (unless it involves fire protection), paving, or related projects. There are often few, if any, property conservation recommendations that apply to these types of projects.

Members are encouraged to follow this process:

1. Involve Kodiak early in the construction process. Optimally, you should introduce architects and engineers to the construction guidelines (included below) at the beginning of the competitive procurement process. This ensures the agency; architects and engineers can consider building design and construction options consistent with fire protection standards and property conservation best practices.
2. Once the project architects, engineers and planners have been determined, the parties involved should contact Kodiak directly to provide important construction drawings and plans, such as: general building construction and layout, sprinkler drawings, hydraulic calculations, equipment specifications, project overview and scope.
3. Kodiak will prepare a Plan Review letter with applicable recommendations and forward to the member, architect and PDRMA. Kodiak is available to discuss and clarify the recommendations to the design and construction process.

Please forward all plan review information to:

Daniel M. Fritz
Kodiak Fire Protection Services
9535 S. 49th Avenue
Oak Lawn, IL 60453
Phone: 708-341-1561
kodiak_fire_protection@msn.com

Good property conservation practices are an important loss control technique toward the stability of the PDRMA risk pool. Using these loss control plan review services and implementing the recommendations are two areas included on the Loss Control Review – Administration Form.

KODIAK FIRE PROTECTION SERVICES, INC.

9535 S. 49th Ave., Oak Lawn, IL 60453
E-mail address: Kodiak_Fire_Protection@msn.com

Phone: 708-341-1561

PRE-CONSTRUCTION GUIDELINES

The following guidelines are for property conservation purposes. The guidelines do not address compliance with any rules, regulations or requirements of governmental agencies, state or local codes, or any other jurisdictional authority.

Construction:

- 1) Noncombustible construction materials should be used. The roof-covering system should be FM (Factory Mutual) approved as “Class 1” and/or UL (Underwriters Laboratories) Listed as “Class A” rating for exterior fire spread.
- 2) Design should comply with the current edition of the International Building Code, which should include compliance with ASCE 7, “Minimum Design Loads for Buildings and other Structures.” The roof wind uplift rating should be designed for a 90 mph wind exposure in accordance with the above standards.
- 3) Roofs with varying roof elevations and potential for snow-drift accumulation should include structural reinforcement, as necessary, for the additional snow load.
- 4) A review of the potential flood exposures should be completed for any construction area. Buildings should not be built within 100- or 500-year flood zones as designated by the Federal Emergency Management Agency.

Automatic Sprinkler Protection:

- 5) Automatic sprinkler protection should be provided throughout all major buildings in accordance with the current edition of NFPA 13, “Installation of Automatic Sprinkler Systems.”
- 6) Use the following minimum design densities:
 - a) Office, multi-purpose room, fitness area, dance studio, gymnasium, weight training, washrooms, locker room, natatorium (aquatic center), ice arena, theater, auditorium, lobby, vestibule, common areas, etc., designed for light hazard occupancy, 0.10 gpm/sq.ft. over the most remote 1,500 sq. ft.
 - b) Mechanical room, kitchen, laundry areas, etc., designed for an ordinary hazard group I occupancy, 0.15 gpm/sq. ft. over the most remote 1,500 sq.ft.
 - c) Maintenance garage, miscellaneous storage to a maximum 10 ft. high of class I-IV commodity designed for an ordinary hazard group II occupancy, 0.20 gpm/sq.ft. over the most remote 1,500 sq. ft.
 - d) Significant storage areas should be protected in accordance with the current edition of NFPA 13 designed for the storage commodity, storage height and building height.

Fact Sheet – Pre-construction Design Guidelines
Page 3 - Continued

- 7) Hydraulic Calculations should be provided for all automatic sprinkler system designs in accordance with NFPA 13 and include the following:
 - a) A 10 psi minimum safety factor in all sprinkler design calculations.
 - b) Hydraulic calculations based off of a current hydrant flow test conducted in the vicinity of the building.
 - c) Hydraulic calculations with fire hose allowance in accordance with NFPA 13 requirements.
 - d) Increase design areas by 30 percent for dry-pipe systems or for ceilings that have a slope greater than 16.7 percent.
- 8) Any attics or concealed spaces with combustibile construction or contents should have automatic sprinkler protection. Attic spaces should be protected by intermediate temperature rated listed/approved attic sprinklers.
- 9) All automatic sprinklers exposed to possible damage from projectiles (i.e. gymnasiums, racquetball courts, tennis courts, etc.) should have approved sprinkler head guards (caging) to protect from damage.
- 10) Automatic sprinkler protection located in areas with humid or corrosive atmospheres (natatorium (aquatic center), showers, saunas, pool mechanical rooms, etc.) should comply with the following to prevent corrosion and prevent future leaks or accidental discharge:
 - a) Sprinklers should be corrosion-resistant type sprinklers.
 - b) Exposed sprinkler pipe should be galvanized.
- 11) Automatic sprinkler protection located in areas subject to freezing (i.e. attic, concealed space, building overhang, freezer, etc.) should consist of one of the following types of systems to prevent freezing, in accordance with NFPA 13:
 - a) Dry pipe system.
 - b) Dry-pendent sprinklers.
 - c) Anti-freeze system.

Water Supplies:

- 12) Automatic sprinkler systems should have a reliable water supply capable of supplying the sprinkler system demand for the time prescribed in NFPA 13. All sprinkler control valves on the incoming main and riser should indicate type.
- 13) If a reliable city water supply is not available, then a private tank should be installed in accordance with the current edition of NFPA 22, "Standard for Water Tanks for Private Fire Protection."

Fact Sheet – Pre-construction Design Guidelines
Page 4 - Continued

- 14) Fire pump, if required by the system hydraulics, should be UL listed and FM approved. The fire pump's size should be based on the automatic sprinkler system demand plus fire hose and should be able to meet the sprinkler system and fire hose demand at 100 percent flow. The fire pump design and installation should be in accordance with the current edition of NFPA 20, "Standard for Installation of Fire Pumps."

Alarms:

- 15) A fire alarm system should be provided and monitored by the local fire department or a UL-listed central station in accordance with the current edition of NFPA 72, "National Fire Alarm Code." The fire alarm system should monitor all fire and burglar initiating devices present in the building. Initiating devices include manual pull station, sprinkler system water flow and valve tamper alarms, automatic heat or smoke detection, special extinguishing systems, fire pump (pump run, pump power, phase reversal), and intrusion alarms.
- 16) Automatic smoke detection should be provided for several areas, in addition to automatic sprinkler protection, to provide early notification in the event of a fire. Smoke detection should be considered for the following areas/occupancies;
- a) Areas with elevated potential for fire loss due to equipment hazards including, but not limited to, exercise equipment rooms, data equipment rooms, maintenance shops, storage areas, natatorium (aquatic center) mechanical equipment rooms, kitchens, electric and mechanical rooms, ice arena equipment areas, etc.
 - b) Areas with specialized or high-value occupancies including, but not limited
 - c) to, museums and areas with irreplaceable items.
 - d) Areas with excessive roof clearance that might result in delayed activation of the automatic sprinkler system.
- 17) A building low-temperature alarm should be provided for early notification in the event heat is lost during extended idle periods in freezing temperatures. The alarm should be tied into and monitored by the fire alarm system.

Utilities:

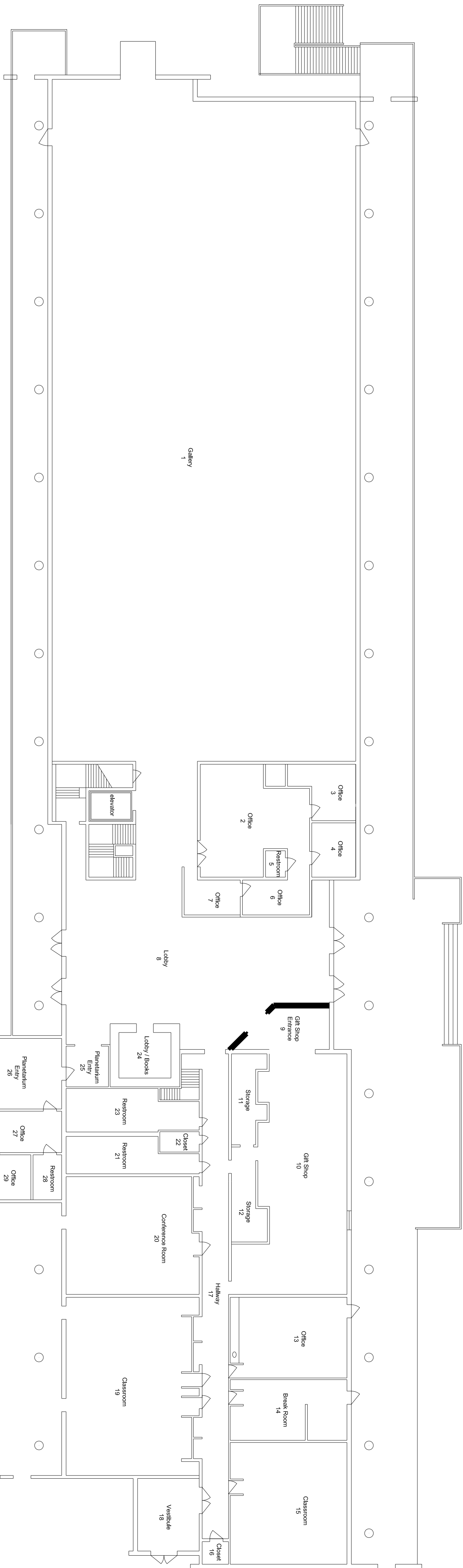
- 18) Fuel fired boilers should be installed in accordance with the current edition of the "American Society of Mechanical Engineers" ASME CSD-1. The natural gas supply line shut-off valves should be clearly marked and identified.
- 19) All electrical installations should follow the current edition of NFPA 70, "National Electric Code." Indoor liquid filled transformers and switch equipment should be installed in a separate room with a minimum one-hour rated walls. At a minimum, automatic fire detection (heat/smoke detector) should be provided inside all electrical equipment rooms.

Hazards:

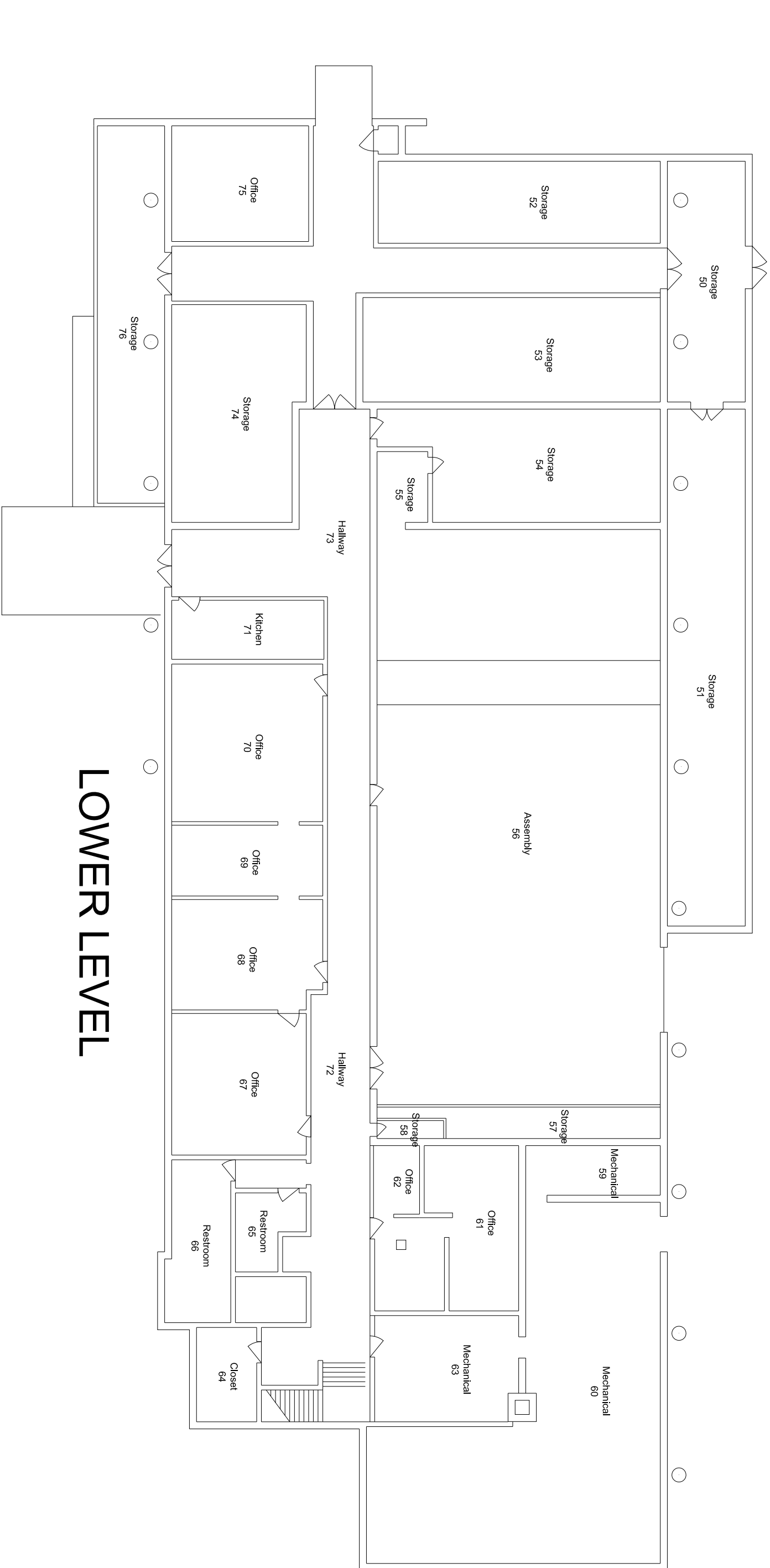
- 20) Any commercial cooking equipment including fryers, grills, ovens and associated exhaust ducts should be protected by an approved wet-chemical special extinguishing system. The installation of the kitchen fire suppression system should be in accordance with the current edition of NFPA 96, "Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations" and the UL 300 "Standard for Kitchen Cooking Equipment." The system should be interlocked to shut down the gas or power to the cooking equipment upon detection and should be tied into the main fire alarm panel.
- 21) Flammable-liquids storage rooms should be designed in accordance with the current edition of NFPA 30, "Flammable & Combustible Liquids Code." The storage room should preferably be detached from the facility or located in a cut-off room. A minimum 4-inch curb or ramp should be installed at the entrance to the room to contain any spill within the room. Drainage should be provided, designed to discharge at a safe location.

General:

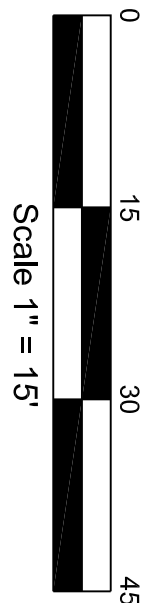
- 22) All fire protection equipment should be UL listed or FM approved. In addition, all fire protection equipment and alarm systems should receive an acceptance test upon completion in accordance with the respective NFPA installation standards.
- 23) Fire extinguishers should be provided throughout the facility in accordance with the current edition of NFPA 10, "Installation of Portable Fire Extinguishers."



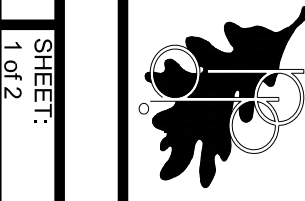
MAIN FLOOR



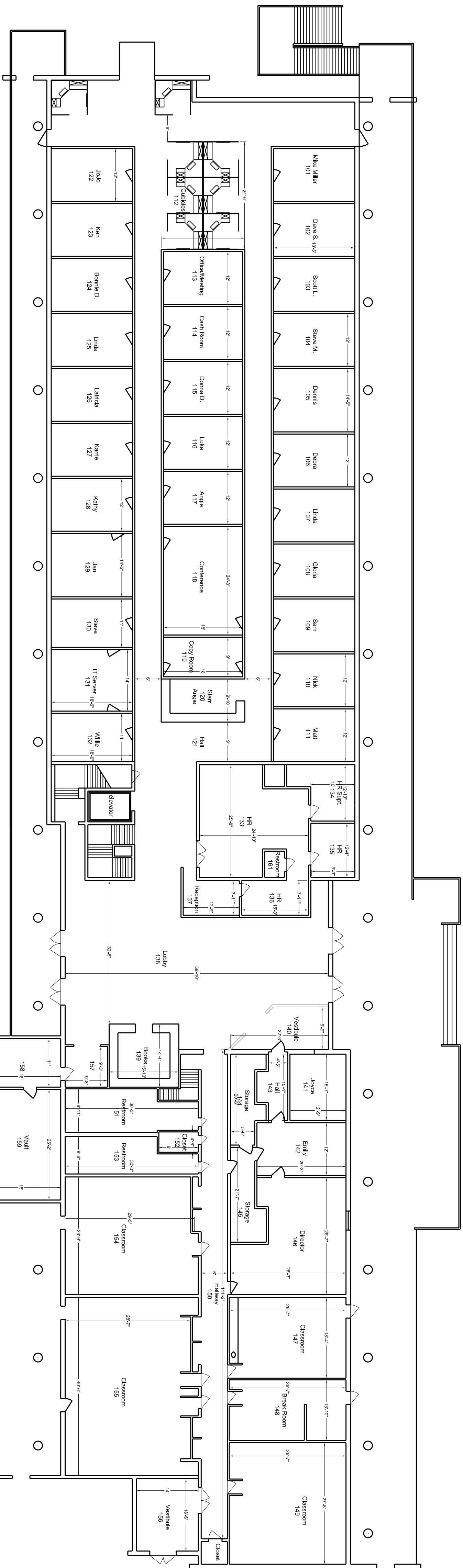
LOWER LEVEL



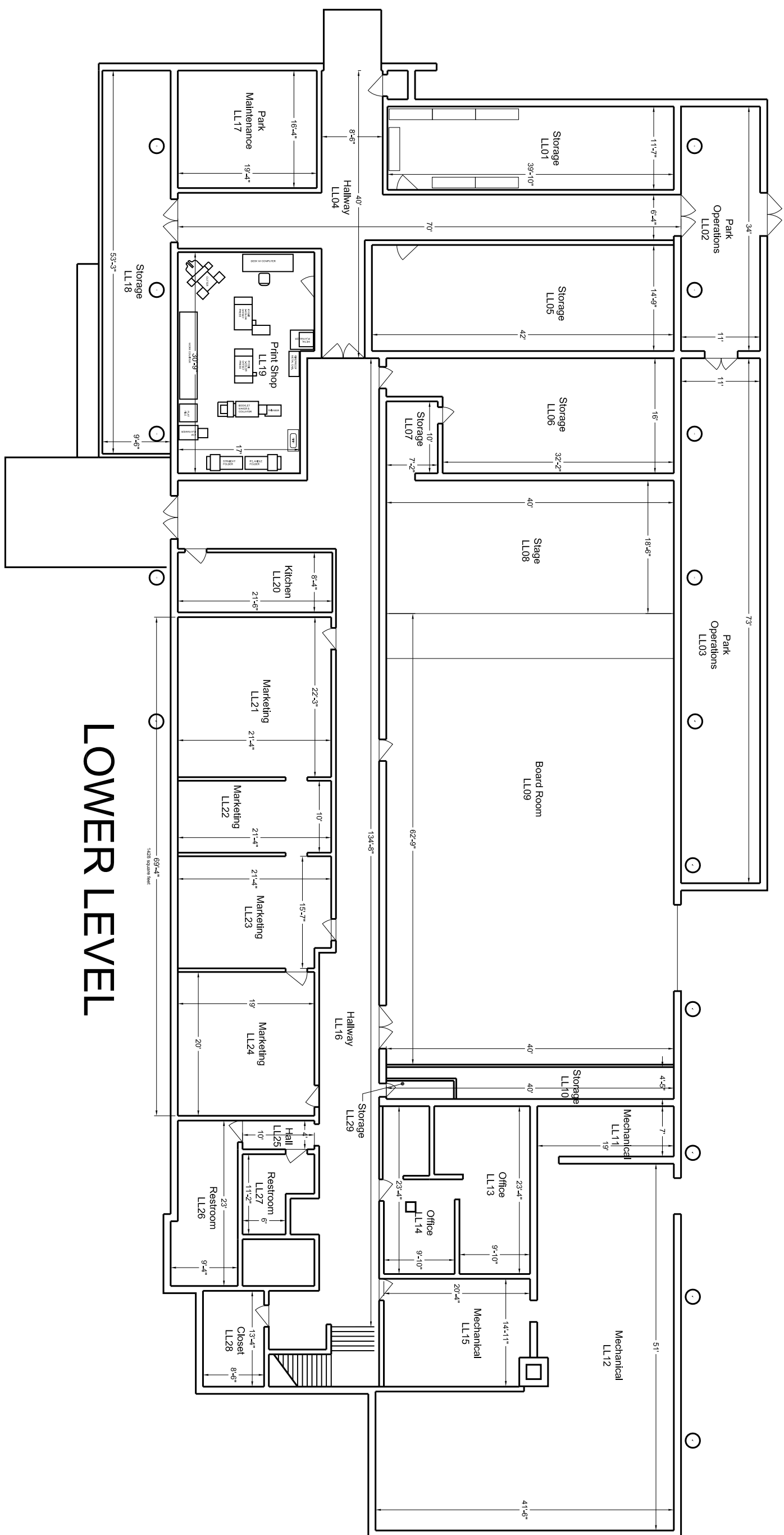
EXISTING CONDITIONS
FLOOR PLAN at
LAKEVIEW CENTER
PLANNING DIVISION AND PARK DISTRICT OF REGIONAL LANDS



DRAWN BY: DATE: 1/1/19
APPROVED: SHEET: 1 of 2



MAIN FLOOR



LOWER LEVEL

