

AGENDA

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. Matters from the Public
- VI. New Business
 - A. Approval: Haligus Park Construction Management Contract
- VII. Direction/ Discussion Items
 - A. Tax Abatement Ordinances
 - B. Fund Balance Transfers from The General Fund, Recreation Fund, Bond and Interest Fund and Racket Club Fund to the Capital Fund
 - C. 10 Year Capital Replacement and Improvement Schedule Review
 - D. Advisory Referendum Question – Park Police
- VIII. Matters from the Board
- IX. Executive Session
 - a. Litigation 2 (c) 11
 - b. Personnel 2 (c) 1
 - c. Sale or Lease 2 (c) 6
 - d. Land Acquisition / Lease 2 (c) 5
 - e. Review of Minutes Including Semi-annual Review to Release 2 (c) 21
- X. Reconvene
- XI. Action from Matters from Executive Session
- XII. Adjourn

Next Park Board Regular Meeting:
January 18, 2024
Administrative Office 6:30pm
Next Committee of the Whole Meeting:
February 1, 2024
Administrative Office 6:30pm

**The public comment portion of the meeting occurs at the time set forth on the meeting agenda. The public comment period is intended to provide an opportunity for individuals to comment on matters related to the Park District. Speakers are limited to three (3) minutes per person during the public comment portion of the meeting, unless extended by the Board at its discretion. The total amount of time allocated for public comments at a particular meeting is 30 minutes unless determined otherwise by the Presiding Officer.*



MEMORANDUM

DATE: December 28, 2023

TO: Park Board of Commissioners

FROM: Amy Olson, Manager of Park Planning and Development

SUBJECT: Construction Manager as Advisor for Haligus Road Park Project

Summary

Lamp, Inc. has provided the AIA C132 Standard Form of Agreement between Owner and Construction Manager as Advisor for managing the Haligus Road Park project.

The project work involves:

- Preconstruction Phase Services including planning and design, estimating, bidding, negotiation, and contracts.
- Construction Phase Services including construction management, general and professional liability, and on-site construction oversight.
- Project Close-Out Services including punch list close-out, training, and warranty.

The budgeted amount for Haligus Road Park consulting work is \$ 615,000.00 within the Capital Projects, Contractual Services, Professional Services fund. In May, 2023, the Board approved hiring Hitchcock Design Group for Site Design & Engineering which includes duplicate tasks such as bidding, contracts, and construction management, etc. By hiring a construction manager as advisor to manage the park development, some of Hitchcock's tasks will be transferred to the construction manager as advisor.

Please review the attached contract draft documents including fee schedule.

Serving the Residents of Crystal Lake and Lakewood

1 E. CRYSTAL LAKE AVE CRYSTAL LAKE IL 60014 815.459.0680 CRYSTALLAKEPARKS.ORG

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Recommendation

It is recommended that the Park Board of Commissioners accept the proposal for Construction Manager as Advisor services from Lamp, Inc. for the Haligus Road Park Project for a fee of \$290,000.

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DRAFT AIA® Document C132® - 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the FOURTH day of JANUARY in the year TWO THOUSAND TWENTY-FOUR,

BETWEEN the Owner:

CRYSTAL LAKE PARK DISTRICT
1 E. CRYSTAL LAKE AVE.
CRYSTAL LAKE, IL 60114

and the Construction Manager:

LAMP INCORPORATED
460 N. GROVE AVE.
ELGIN, IL 60120

for the following Project:

CRYSTAL LAKE PARK DISTRICT
HALIGUS ROAD PARK DEVELOPMENT
6904 HALIGUS ROAD
LAKEWOOD, IL 60114

The Architect:

HITCHCOCK DESIGN GROUP
22 E. CHICAGO AVE., #200A
NAPERVILLE, IL 60540

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project:

«Develop a park on existing land that the Owner owns at 6904 Haligus Road in Lakewood, Illinois.»

Deleted:

§ 1.1.2 The Project's physical characteristics:

«The new park shall consist of grading and earthwork, paved drives and parking lot, concrete and asphalt walking paths, concrete paving, basketball court, pickleball courts, two soccer fields, shelter with restroom building, splash pad, playground equipment and play surfacings, trellises, shade structures, seating areas, and final landscaping.»

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

«THREE MILLION, TWO HUNDRED FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$3,253,000.00)»

Deleted:

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

.1 Design phase milestone dates, if any:

«Construction Phase Documents complete – February 23, 2024
Construction Permit Drawings submitted – February 16, 2024
Bid Documents Complete – March 22, 2024
»

Deleted:

.2 Construction commencement date:

«May 15, 2024, weather permitting and building permits issued.»

Deleted:

.3 Substantial Completion date or dates:

«November 1, 2024.»

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.4 Other milestone dates:

«Close-out of project including invoicing April 1, 2025 »

§ 1.1.5 The Owner intends the following procurement method for the Project:

«All Trade Contractors and Suppliers shall be competitively bid per the State of Illinois Public Bidding Statutes and the State of Illinois Prompt Payment Act.»

Deleted:

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

«Not required.»

Deleted:

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

«As determined per local building requirements, OSLAD grant requirements, and during preconstruction.»

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§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:

«To be determined.»

Deleted:

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

«Ms. Amy Olson, Manager of Park Planning and Development»
«Crystal Lake Park District»
«1 E. Crystal Lake Avenue»
«Crystal Lake, IL 60014»
«(815) 459-0680, #1217»«aolson@crystallakeparks.org»

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§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

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

.1 Land Surveyor:

« Vanderstappen Land Surveying, Inc. »« »
« »1316 N Madison Street, Suite A, Woodstock, IL 60098
« »Phone: 815-337-9310
« »Contact: Arthur Gritmacker
« »

2 Geotechnical Engineer:

« [Testing Service Corporation](#) »
« [360 South Main Place, Carol Stream, IL 60188](#)
« [Phone: 630-462-2600](#)
« [Contact: Michael V. Machalinski, P.E., Vice President](#)
« »

3 Civil Engineer:

« [Gewalt Hamilton Associates](#) »
« [625 Forest Edge Drive, Vernon Hills, IL 60061](#) »
« [Phone: 847-478-9700](#)
« [Contact: Thomas A. Rychlik, P.E., LEED-AP, Senior Engineer](#)
« »

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4 Contractors, as defined in Section 1.4:

« [To be determined by the Public Bidding Process.](#) »

Deleted:

5 Separate Contractors, as defined in Section 1.4:

« [To be determined by the Public Bidding Process.](#) »

Deleted:

6 Other, if any:

(List any other consultants retained by the Owner.)

« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

« [Mr. Ian Lamp, President](#) »
« [Lamp Incorporated](#) »
« [460 N. Grove Ave.](#) »
« [Elgin, IL 60120](#) »
« [\(847\) 741-7229, #305](#) »
« [ilamp@lampinc.net](#) »

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§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:

« [Chad Alexander, Project Executive](#)
[Tom McGrath, Vice-President of Estimating](#)
[Rachel Londberg, Project Manager](#)
[Greg Lamp, Safety Director](#)
[Pat Arnold, Superintendent](#) »

Deleted: *(List any specific requirements and personnel to be included in the staffing plan, if known.)*¶

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:

« [Not Applicable](#) »

Deleted:

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

« [Not Applicable](#) »

Deleted:

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

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as modified by the parties. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on

2 Subcontractors. The Construction Manager shall cause each subcontractor employed by Construction Manager to purchase and maintain insurance of the type specified above. When requested by the Owner, Construction Manager shall furnish copies of certificates of insurance and endorsements evidencing coverage for each subcontractor.

§ 2.8.7 The Construction Manager shall provide certificates of insurance and applicable endorsements to the Owner that evidence compliance with all of the requirements in this Section 2.8 for all coverages. The Owner, Architect and each of their officers, directors, commissioners, and employees shall be named as additional insureds on the Commercial General Liability, Automobile Liability, Umbrella and Excess insurance required of the Construction Manager. The Construction Manager shall provide written notice to the owner if any of the coverages identified in the Certificate of Insurance is canceled or allowed to expire. If any of the foregoing insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the Construction Manager's transmittal of the final Application for Payment to the Owner.

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§ 2.8.8 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by (1) allowing any work to commence before receipt of certificates of insurance or additional insured endorsements; (2) by failing to review any certificates or documents received; or (3) by failing to advise the Construction Manager that any certificate of insurance or additional insured endorsement fails to contain all of the required insurance provisions or is otherwise deficient in any manner. The Construction Manager agrees that the obligation to provide the insurance required by this Agreement is solely its responsibility and that its obligation cannot be waived by any act or omission of the Owner.

§ 2.8.9 Nothing contained in this Agreement is to be construed as limiting the liability of the Construction Manager. The Owner does not, in any way represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Owner, Architect or the Construction Manager, but are merely minimums. The obligations of the Construction Manager to purchase insurance shall not in any way limit its obligation to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which was not covered by the Construction Manager's insurance.

§ 2.8.10 In the event the Construction Manager fails to furnish and maintain the insurance required by this Agreement, the Owner may purchase such insurance on behalf of the Construction Manager, and the Construction Manager shall pay the cost thereof to the Owner upon demand or shall have such cost deducted from any payments due to the Construction Manager. The Construction Manager agrees to furnish the Owner the information needed to obtain such insurance.

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§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:

«The electronic document management system to be used on this Project will be Procore.»

Deleted: (List any items to be included that are not listed in Article 3 of E203-2013.)¶

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§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents. [If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.](#)

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall obtain a written copy of the Trade Contractor's safety programs,

Deleted: provide recommendations and information to the Owner regarding the allocation of responsibilities for

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

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§ 3.2.14 The Construction Manager shall coordinate the ordering and delivery of, materials provided by Trade Contractors, including those in support of the schedule, and including those with long lead times that must be ordered in advance of construction.

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§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi- governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval. As the Architect progresses with the preparation of the Schematic, Design Development and Construction Documents, the Construction Manager shall prepare and update phasing plans, contingency plans and line items estimates of the costs of the Work.

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§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

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§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

3.2.25 The Construction Manager shall: (1) prepare and follow-up on the execution of the contracts for construction; (2) prepare a final schedule of the Work in conjunction with input from the contractors; (3) prepare a final project budget; (4) conduct pre-construction meetings with the contractors and the Architect; and (5) control the submittal process to ensure the prompt commencement of the Work.

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§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement. The Construction Manager shall be in present on the project site on a periodic basis during the active performance of the Work, and at such other times as Construction Manager determines is reasonably required for the performance of the Construction Manager's services.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect. The Construction Manager shall update the Owner as to the actual progress of construction and compare the actual progress to the construction schedule on at least a by-weekly monthly basis.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cost to complete reports and forecasts for the Project and include them in the Construction Manager's progress reports.

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§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1

.2

Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

Deleted: Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from

Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the

Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require.

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§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates, and
- .4 Any other items as the Owner may require:

« »

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

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§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

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

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

§ 3.3.31 The Construction Manager shall manage the provisions of facilities, equipment, materials, and services which are for common use by the contractors and any other General Conditions items for the Owner.

§ 3.3.32 All contracts for purchase of supplies, materials or work in excess of \$30,000 must be publicly bid by the Owner and awarded to the lowest qualified bidder, considering conformity with the Contract Documents, terms of delivery, quality and serviceability and all other factors which the law permits to be considered in the determination of the lowest responsible bidder. The Construction Manager shall not categorize or divide the Work in order to bid bidding requirements.

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All contracts for purchase of supplies, materials, or work of \$29,999.99 or less must be quoted by a minimum of three (3) qualified sources/suppliers/contractors, unless otherwise approved by Owner, and shall be awarded to the lowest qualified bidder, considering conformity with the Contract Documents, terms of delivery, quality and serviceability.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as

provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility
§ 4.1.1.1 Measured drawings	Not Required
§ 4.1.1.2 Tenant-related services	Not Required
§ 4.1.1.3 Commissioning	Not Required
§ 4.1.1.4 Development of a commissioning plan	Not Required
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	To Be Determined
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Construction Manager
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Construction Manager
§ 4.1.1.8 Assistance with site selection	Completed
§ 4.1.1.9 Assistance with selection of the Architect	Completed
§ 4.1.1.10 Furnish land survey	Completed
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Owner
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Owner
§ 4.1.1.14 Stakeholder relationships management	All Parties
§ 4.1.1.15 Owner moving coordination	Owner
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	To Be Determined

Deleted: (Construction Manager, Owner or*) not provided)

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

«To be determined»

Deleted: (Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

«To be determined»

Deleted: (Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The

Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .6 Assistance to the Initial Decision Maker.

Deleted: 4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
Deleted: 5 Preparation for, and attendance at, a public presentation, meeting or hearing;

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§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~«twelve»~~ (12) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in

the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

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

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager’s consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager’s consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Illinois law. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

The method of binding dispute resolution for claims arising from this Agreement shall be legal proceedings in a court of competent jurisdiction.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the fullest extent of the law, the Construction Manager shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against all claims, damages, losses, expenses, and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent or wrongful acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The indemnification obligation under this paragraph shall not be limited in any way on the amount or type of damages, compensation or benefits payable by the Construction Manager under Workers’ Compensation or employee or disability benefit acts.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« X »] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement

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Deleted: The Construction Manager’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

Deleted: § 8.2 Mediation¶

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager’s services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.¶

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

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

Deleted: [« »] Arbitration pursuant to Section 8.3 of this Agreement¶

Deleted: § 8.3 Arbitration¶

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.¶

... [1]

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement through no fault of the Construction Manager, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than 90 cumulative days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

« The termination fee shall be the remaining portion of the Construction Manager's Fee for work completed and not previously invoiced on Pay Request Applications. »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction and any modifications thereto, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

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

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of

Deleted: (Set forth below the amount of any termination fee, or the method for determining any termination fee.)[¶]

Commented [PS1]: This provision should be changed to, "The termination fee shall be the remaining portion of the Construction Manager's Fee no previously invoiced on Pay Request Applications."

Deleted:

Deleted: ¶

Deleted: place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

Deleted: , except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment...

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User Notes: (793727306)

execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

§ 10.10 To the extent the following applies, the Construction Manager shall reasonably comply with federal, state and local laws, rules and regulations applicable to its services, including all building codes, the Americans with Disabilities Act, the requirements of the Equal Employment Opportunity Clause of the Illinois Human Rights Act, (775 ILCS 5/2-105), the rules and regulations of the Illinois Department of Human Rights, the Public Works Employment Discrimination Act (775 ILCS 5/10 et. seq.) and all laws and regulations pertaining to occupational and work safety. The Construction Manager's signature on this Agreement herein certifies that it has a sexual harassment policy in effect which complies with 775 ILCS 5/2-105. Construction Manager shall comply with the Illinois Prevailing Wage Act and ensure that Prime Contractors are aware of their obligations under the Act and the duty to use the most current approved rates of wages as found on the IDOL website: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2019-Rates.aspx> Construction Manager and all contractors and subcontractors shall also file all reports and certified payrolls with the State of Illinois as required by the Statute.

§ 10.11 In the event of the Construction Manager's non-compliance with the provisions of the foregoing Equal Employment Opportunity clause, the Illinois Human Rights Act or the rules and regulations of the Illinois Department of Human Rights, the Construction Manager may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part and such other sanctions or other penalties may be imposed as provided by statute or regulation. However, any forbearance or delay by the Owner in canceling this Agreement shall not be constituted as and does not constitute the Owner's consent to such a violation or the Owner's waiver of any rights it may have.

§ 10.12 The Construction Manager agrees to maintain all records and documents for this project of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et. seq. In addition, the Construction Manager shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then the Construction Manager shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« A lump sum fee of TEN THOUSAND AND/NO 100 DOLLARS, (\$10,000.00) shall be charged for preconstruction phase services. A monthly prorated invoice shall be issued for work completed to date with the final invoice being issued after completion of the final bid package. »

Exhibit A Preconstruction Phase Services include, but are not limited to, the review of the designs/construction documents, alternate/VE, Estimating and scheduling preparation, bidding and contracts, project scheduling, and permit coordination.

Deleted:

§ 11.1.2 For Construction Phase Services in Section 3.3:

«As detailed in Exhibit A»

Construction Manager's construction management fee will not be added to material that the Owner pre-purchases or to separate contractors that Owner employee directly and manages independently.

Construction Manager will coordinate the Owner's pre-purchased material and assign it to a contractor for installation under its contract and only claim its fee for the labor to install the material that the Owner purchased.

Deleted: *(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

Deleted:

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

«Services can be provided either by hourly rates as identified in this Agreement or by lump sum proposals created for specific services. Lump sum proposals shall include the Construction Manager's fee and insurance multiplier.»

Deleted: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Deleted:

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

« Additional Services can be provided either by hourly rates as identified in this Agreement or by lump sum proposals created for specific services. Lump sum proposals shall include the Construction Manager's fee and insurance multiplier »

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Deleted: , or as follows:

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus «two and one-half» percent («2.5»%).

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

Deleted: (Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

Deleted: « »

«As identified in Exhibit A»

Deleted: (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Deleted:

Employee or Category	Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus «two and one-half» percent («2.5») of the expenses incurred.

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§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

«Excess Umbrella Liability Coverage shall be ten millions dollars (\$10,000,000.00 per each occurrence/aggregate.»

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of «zero» («0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Deleted: (Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

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Deleted: (Insert rate of monthly or annual interest agreed upon.)

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§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «forty-five» («45») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

Interest rate shall be the amount as identified in the State of Illinois' Prompt Payment Act

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

« »

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

Deleted:
Deleted:

«Exhibit A»

Deleted:

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER (Signature)

« » « Jason Herbster, CPRP, Executive Director,
Crystal Lake Park District
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« Ian C. Lamp » « President »
(Printed name and title)

Deleted: »«
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DRAFT AIA® Document A232® - 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

CRYSTAL LAKE PARK DISTRICT
HALIGUS ROAD PARK DEVELOPMENT
6904 HALIGUS ROAD
LAKEWOOD, IL 60114

THE CONSTRUCTION MANAGER:

LAMP INCORPORATED
460 N. GROVE AVE.
ELGIN, IL 60120

THE OWNER:

CRYSTAL LAKE PARK DISTRICT
1 E. CRYSTAL LAKE AVE.
CRYSTAL LAKE, IL 60114

THE ARCHITECT:

(Name, legal status, and address)

HITCHCOCK DESIGN GROUP
22 E. CHICAGO AVE., #200A
NAPERVILLE, IL 60540

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Project Manual, Advertisement for Bids, Instructions to Bidders, Addenda issued prior to execution of the Contract, completed Bid Form and bid submittals, and other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

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

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

§ 1.1.10 Initial Decision Maker. The Initial Decision maker shall be the Architect.

§ 1.1.11 MISCELLANEOUS DEFINITIONS

§ 1.1.11.1 'Section' - The Specifications are separated into titled sections for convenience only and not to

dictate or determine the trade or craft involved. Such separations shall not operate to make the Architects an arbiter for the separation of responsibility between Contractor and Subcontractors, and between Sub-subcontractors, nor shall such separation relieve the Contractor from the responsibility for the satisfactory completion of the entire Work regardless of the trade separation.

§ 1.1.11.2 The General Conditions are a part of each and every Section of the Specifications.

§ 1.1.11.3 Where the word "provide" appears, it shall be taken and interpreted to mean, "The Contractor shall furnish all labor, material, equipment and accessory appurtenances or materials necessary to install ..., complete"

§ 1.1.11.4 The words "Contractor shall" are implied and shall be so understood wherever a direction or instruction is stated in the imperative mood and wherever the direction "provide" is used.

§ 1.1.11.5 Where the word "Surety" appears, it shall be taken to mean "any person, firm or corporation that has executed as surety, the Contractor's Performance and Payment Bonds securing the performance of this Contract."

§ 1.1.11.6 Completion Date shall be the date by which all Work on the Project must be completed, including correction of Work improperly completed and repair of Work damaged as a result of the Contractor's actions. The Completion dates for each trade activity will be as defined in the Pre Bid Schedule and as further refined by Article 3 of the Contract.

§ 1.1.11.7 Final completion is achieved at the time that final inspection has been performed by the Architect and the final Certification and Application for Payment submitted by the Construction Manager and Architect to the Owner, and accepted by the Owner for payment

§ 1.1.11.8 If any conflict arises between the terms of these revised General Conditions and the Contract Documents, the terms of these General Conditions shall apply.

§ 1.1.11.9 Should discrepancies appear among the Contract Documents or between the Contract Documents and existing conditions, the Contractor shall request an interpretation from the Architect before proceeding with the Work.

§ 1.1.11.10 Addenda are written or graphic instruments issued by the Architect which modify or interpret the Bidding Documents by additions, deletions clarifications or corrections.

§ 1.1.11.11 A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.1.11.12 The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any).

§ 1.1.11.13 An Alternate Bid (or Alternate) is the amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§1.1.11.14 A Bidder is a person or entity who submits a Bid.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 By executing the Contract, the Contractor acknowledges that the Contract Documents are full and complete, are sufficient to enable the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Completion established in the Agreement in a coordinated fashion with other Contractors on site and with the Construction Manager. The Contractor further acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from any obligations with respect to his Contract.

§ 1.2.5 If work is required in a manner to make it impossible to produce work of the quality required by the Contract, or should discrepancies appear among the Contract Documents, the Contractor shall request in writing an interpretation from the Construction Manager and Architect before proceeding with the work. If the Contractor fails to make such request, the Architect shall determine the quality of the work required, consistent with the Contract Documents or which of the conflicting requirements shall govern. The Contractor shall perform the work at no additional cost to the Owner.

§ 1.2.6 Should conflict occur in or between Contract Documents, Contractor is deemed to have included the better quality and larger quantity of work.

§ 1.2.7 The Contractor shall provide all work and materials which any Section or part of the Contract Documents require it to provide regardless of whether such requirement is or is not faithfully repeated in other parts of Contract Documents thereof to which provisions might be appropriate.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1. All Drawings, Specifications and other documents prepared by the Architect are and shall remain the property of the Owner, and Owner shall retain all common law, statutory and other reserved rights with respect

thereto. They shall not be used on any other project without the prior written consent of the Owner, and Contractor shall take such action as may be necessary to prevent their use on any other project or for additions to the Project outside the scope of the Work by any Subcontractor, Sub-subcontractor or material or equipment supplier.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Owner is a public body and, as such, mechanics' liens may be filed only against public funds and not against public property.

§ 2.2 Owner's Information. Any information furnished by the Owner shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid and entering into this Agreement, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall not be responsible for furnishing surveys (unless required for the execution of the Work and requested by the contractor in writing) or other information as to the physical characteristics of, legal limitations of or utility locations for the Project site.

§ 2.3.5.1 Contractor shall confirm the location of each utility shall excavate and dispose of each on-site utility and shall cap each off-site utility as required by the Work and as may be included in the Specifications. (Discuss any test borings or other tests which have been made for Owner to indicate subsurface materials at particular locations or other conditions). Owner has made available to Contractor, and the Contractor has studied the result of such tests and information that it has as to subsurface conditions and site geology.

§ 2.3.5.2 Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of borings made, or of the logs of test borings, or of other investigations, or of the interpretations made thereof, and there is no warranty or guaranty, express or implied, that the conditions indicated by such investigations, borings, logs or information are representative of those existing throughout the Project site, or any part thereof, or that unforeseen developments may not occur. At Owner's request, the Contractor shall make available to the Owner the results of any site investigation, test borings, analyses, studies or other tests conducted by or in possession of the Contractor or any of its agents. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof, including without limitation, all structural, surface and subsurface conditions. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine surface and subsurface conditions. Based upon the foregoing inspections, understandings, agreements and acknowledgments, the Contractor agrees and acknowledges (i) that the Contract Sum is just and reasonable compensation for all the Work, including all unforeseen, foreseen and foreseeable risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work and (iii) that the Work shall not result in any lateral or vertical movement of any structure. The Contractor shall have no claims for surface or subsurface conditions encountered. The Contractor shall exercise special care in executing subsurface Work in proximity of known subsurface utilities, improvements and easements. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid and entering into this Agreement, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. These rights shall be in addition to and not a restriction or derogation of Owner's rights under any other provision of this Agreement. The Owner's right to stop the work shall not relieve the Contractor from his sole and exclusive responsibility for site safety. The Owner's exercise of the right to stop work shall be solely for the Contractor's failure to complete the work in accordance with the Contract Documents and shall not in any way be construed as placing the Owner in charge of the work or in any way responsible for safety.

§ 2.5 Owner's Right to Carry Out the Work

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

§ 2.5.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations

are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any drawings issued by the Architect or the Work installed by other contractors, is not guaranteed by the Construction Manager, Architect, or Owner. In all cases of interconnection of his work with existing or other Work, Contractor shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by him without extra cost to the Owner.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.6 Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, irrigation, petroleum pipelines, and other utilities and structures. Where the locations of existing utilities and structures are indicated, these locations are generally approximate, and all items that may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated. Any errors due to the Contractor's failure to so act shall be rectified by it without additional cost to the Owner.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, Using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, subject to overall coordination of the Construction Manager. The Contractor shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. The Contractor shall be liable for all property damage including repairs and replacements of the Work and economic losses which proximately result from the breach of this duty. The Contractor shall advise the Architect and Construction Manager:

- b) If following the Specifications will affect any warranties; or
- c) any objections which the Contractor may have to the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed.

§ 3.3.5 After commencing the work, the Contractor shall use every precaution to avoid interferences with existing utilities and structures, and protect them from damage. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total cost of all damage suits which may arise as a result of his operations at no additional costs to the Owner. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company. The cost of temporarily relocating utilities for convenience of the Contractor, shall be paid by Contractor.

§ 3.3.6 All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.

§ 3.3.7 The Contractor shall assign a competent, technically trained project manager to this project who shall handle all office functions including checking, approving, and coordinating shop drawings and approving purchasing and disbursement, pay-out request and correspondence. The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work, including without limitation, deliveries, storage, installations, and construction utilities with that of all others on the Project. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective method of overall installation.

§ 3.3.8 The Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner and Architect before commencing Work, and review the placement of any structures on the site with the Owner and Architect after all lines are staked out and before construction of those structures is started.

§ 3.4 Labor and Materials

§ 3.4.0 The Owner has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For

information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

The Contractor shall also:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
- (2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

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

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

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

§ 3.4.4 Except for good cause shown to the satisfaction of the Owner, the Owner, Construction Manager, and Architect will consider requests from the Contractor for substitution of products in place of those specified only if proposed substitutions were included in the Contractor's Bid.

§ 3.4.5 By making any requests for substitution, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would provide for that specified;
3. Certifies that the cost data presented is complete and includes all related costs under the Contract except the Architect redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, in material and workmanship for one (1) year from the date of issuance of final payment by the Owner and deficiencies shall be corrected in accordance with Section 12.2.2.1. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If

required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In accordance with its construction knowledge and experience, the Contractor shall have an obligation to inform the Owner of known or obvious deficiencies or inconsistencies in the materials set forth in the plans, specifications, drawings and other relevant construction documents utilized during the course of construction on the Project.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 Specified products or systems warranties are specified in individual Specification Sections.

§ 3.5.4 The Contractor shall furnish maintenance and 24 hour call back service for the equipment provided by him for a period of 3 months after final completion. This work shall include all necessary adjustments, greasing, oiling, cleaning, supplies and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents or negligence not caused by the Contractor or any of its Subcontractors.

§ 3.6 Taxes

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

§ 3.6.1 The Owner is exempt from federal, state and local retail sales tax. Retail sales tax shall not be included in the Contract Sum. The Contractor shall obtain sales tax exemption certificate number from Owner; place exemption certificate number on invoices for materials incorporated in Work; furnish copies of invoices to Owner; upon completion of Work, file with Owner notarized statement that all purchases made under exemption certificate were entitled to be exempt and pay legally assessed penalties for improper use of exemption certificate number.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 The Contractor shall secure all permits, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required unless directed not to do so in writing by the Owner. Prior to submission of all applications for permits licenses or inspections the Contractor shall submit a copy of the application or notice to the Owner, for approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. including, but not limited to, those pertaining to hazardous materials, and the following:

- .1 Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
- .2 Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- .3 Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2 101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2 105 of that Article and Act, as further described in Section 13.9 of this Agreement;
- .4 Comply with the Americans with Disabilities Act (except that Contractor shall have no obligation for noncompliant design, but shall advise Construction Manager if it reasonably believe the design in not in compliance with the American with Disabilities Act);
- .5 Comply with the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents prepared by the Architect are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor performs Work knowing it to be contrary to applicable law, statutes, ordinances, rules and

regulations, or lawful orders of public authorities, or if the Contractor should have reasonably recognized, within construction industry standards, that such Work was performed contrary to applicable laws, statutes, ordinances, rules and regulations or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.”

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor’s Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s information, and the Construction Manager’s use in developing the Project schedule, a Contractor’s construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an

apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors. The Owner's, Architect's or Construction Manager's silence to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of his obligations to meet those time limits, nor shall it make the Owner or Architect or Construction Manager liable to the Contractor for any Contractor damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Owner's or Architect's silence to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for performance in advance of such time limits.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.2.1 The schedule of submittals shall be submitted along with the construction schedule.

§ 3.10.2.2 Submission and review of the schedule shall not relieve the Contractor of his obligations to meet the time limits of the Contract.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule. The schedule shall indicate the proposed completion dates for the various subdivisions of the Work, as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect and Construction Manager with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Completion for the Work or any phase of the Work beyond the date(s) of Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect, Construction Manager and Owner for their review and approval a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum of the schedule. The Owner may, in its discretion, choose to withhold any payment due the Contractor until an updated schedule is submitted. The Owner's, Architect's or Construction Manager's failure to object to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet the time limits in the Contract Documents, nor shall it make the Owner, Architect or Construction Manager liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting the time limits in the Contract Documents. Similarly, the Owner's, Architect's or Construction Manager's failure to object to a Contractor's schedule showing completion in advance of the time limits in the Contract Documents shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule reviewed by the Construction Manager and Architect or, in the absence of a reviewed Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written review of the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's review thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with prior written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Owner and shall indemnify and hold harmless the Owner, Construction Manager and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it 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. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Owner, its officers, officials, employee, 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 provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

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

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 Neither the Owner, Architect nor the Construction Manager, except to the extent required by Section 4.2.4, will be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents since these are the exclusive responsibility of the Contractor. The Architect and the Owner will not be responsible for or have control of or choice over the acts or omissions of the Contractors, subcontractors or any of their agents or employees, or any person performing any of the Work. Nothing contained in other Subparagraphs shall alter the responsibilities established in this Subparagraph. Neither the Architect nor the Owner will be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. Neither the Owner nor the Architect will have control over or charge of and will not be responsible for acts or omissions of the Construction Manager, Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.5.1 The Construction Manager, except to the extent required herein and the Owner/Construction Manager Agreement, will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety programs in connection with the Work, since these are solely the Contractor's responsibility. The Construction Manager will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors

shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the

Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2. If not requested prior to execution of the Contract, than within twenty-one days of notice of award of the Contract, the Contractor shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.1.1 In addition to information which may be required prior to the execution of the Contract, not later than thirty days after notice of award of the Contract, the Contractor shall furnish to the Owner through the Construction Manager the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements and, where applicable, the name of the installing Subcontractor.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. No additional costs shall be allowed for a change required due to a reasonable objection by the Owner, Construction Manager, or Architect.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection.

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

§ 5.3 Subcontractual Relations

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

§ 5.3.2 The Contractor shall be responsible for any and all Subcontractors working under him and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Owner, Architect, and Architect's Consultants of any and all liability.

§ 5.3.3 The Owner or Architect assumes no responsibility for the overlapping or omission of parts of the work by various Subcontractors in their Contracts with the Contractor.

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction, or to property of the Owner, its officers, agents, employees or subcontractors, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 For any changes in the Work requested by the Contractor involving more than a three (3) calendar day extension of time, the Contractor shall submit critical path schedules showing the original schedule and impact of the proposed change justifying the requested extension of time. The Owner may at its option refuse the extension of time and have the Contractor perform the work within the original schedule provided all reasonable costs for completing the work including overtime and acceleration costs are included in the Change Order.

§ 7.1.5 If a proposal for additional work is requested by the Owner from the Contractor which involves additional time, at the Owners option, the Owner may extend the completion date for that portion of the work included in the change, without extending the Contract Time for the remainder of the work.

§ 7.1.6 Changes which involve credits to the Contract Sum shall include overhead, profit, general conditions, bond and insurance costs.

§ 7.1.7 For any adjustments to the Contract Sum based on other than the unit price method, overhead, profit, and general conditions combined shall be calculated at the following percentages of the cost attributable to the change in the work:

- .1 For the Contractor for Work performed by the Contractor's own forces, ten percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors five percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five

percent of the amount due the Sub-subcontractor

- .5 Costs to which overhead, profit, and general conditions is to be applied shall be determined in accordance with this Article.
- .6 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;
- .7 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by:
 - .1 A complete itemization of costs including labor, material.
 - .2 Subcontractor's, Sub-subcontractor's and material suppliers proposals for their portions of the work itemized to include labor, material.
 - .3 Labor costs shall indicate hourly wage and fringe benefits. Labor hours shall be provided for each phase of the work.
 - .4 Material costs shall include unit costs and units required where applicable.

§ 7.2 Change Orders

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data.

Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and final completion within the Contract Time including working overtime without additional compensation.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner’s own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.1.1 Contractor shall not participate in any secondary boycotts or honor any informational picket lines and shall not receive credit for days or costs associated with any such labor action.”

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract Time shall be made in writing to the Construction Manager and Architect within seven (7) days of the cause of delay

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule

of values to the Construction Manager, before the first Application for Payment or within twenty-one (21) days of Notice of Award, whichever is soonest, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Construction Manager and Architect will authorize ninety percent (90%) of the amount due the Contractor on account of progress payments so long as there are no outstanding liens or claims and that in the opinion of the Owner the previous work has been done properly and is on schedule for completion of the construction and the unpaid balance is sufficient to complete the unfinished work. No interest shall be paid on retention.

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and

Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be

made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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

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

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.5.5 The Owner shall not be required to make payment unless in its own independent judgement it accepts the Architect's Certificate.

§ 9.6 Progress Payments

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

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

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor. The Architect and Subcontractors, and Construction Manager and Subcontractors may communicate directly on the matters covered in this Subparagraph.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the

Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 The Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Architect has approved the Owner's action or the Work for which payment is being withheld shall have been rejected by any governmental authority, the Owner or Owner's lender, if any.

§ 9.7 Failure of Payment

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

§ 9.7.1 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.

§ 9.7.2 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be

completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Product and systems warranties required by specific Specification Sections shall commence at the time of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof or the amount in reduction of retainage as is otherwise called for in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully

performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. If the inspection reveals the Work is not sufficient to be certified for final payment, the Contractor shall promptly complete or correct noted deficiencies and request another inspection by the Owner and Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect for such additional inspections. The Contractor's warranty shall commence on the date of final completion of the Work.

§ 9.10.1.1 In addition to the requirements for final payment as stated in this paragraph final payments will not be due until the work is accepted by the Owner.

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor expressly agrees that it is in charge of and in control of the Work and it shall have sole exclusive responsibility to comply with the requirements of the Structural Work Act. The obligation of the Contractor under Section 10.1.1 shall be construed to include, but not be limited to injury or damage upon failure to use or misuse by the Contractor, his agents and employees of any scaffold, hoist, crane, stay, ladder, support of other mechanical contrivance erected or constructed by any person or any or all other kinds of equipment. The Contractor expressly agrees that it is exclusively responsible for compliance with OSHA and local regulations for construction and that it is the "employer" within the meaning of those regulations. Any provision in the Contract Documents in conflict with this paragraph shall be null and void.

§ 10.1.2 The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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

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

§ 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Construction Manager and Owner reasonable advance notice.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18. Despite the preceding provisions, the Contractor shall be solely responsible for any loss, howsoever occurring, to any materials and equipment stored on or off site, regardless of passage of title to Owner, until such materials or equipment are fully incorporated into the Work.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.1.1 All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

§ 11.1.1.2

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner or Architect or any of their officers, directors, commissioners, officials, employees, consultants, volunteers, or agents.

§ 11.1.1.3 All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ 11.1.1.4 In the event the Contractor fails to furnish and maintain the insurance required by this contract, the Owner may purchase such insurance on behalf of the Contractor, and the Contractor shall pay the cost thereof to the Owner upon demand or shall have such cost deducted from any payments due the Contractor. The Contractor agrees to furnish to the Owner the information needed to obtain such insurance.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. All policies of insurance purchased or maintained in fulfillment of Subparagraph 11.1.1 shall name the Owner and Architect and Construction Manager as additional insureds thereunder.

§ 11.1.2.1 Failure of Owner to demand any 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. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.

§ 11.1.2.2 Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The Owner, does not in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Owner, Contractor, Architect, or any Subcontractor's interests or liabilities but are merely at minimums. The obligation of the Contractor, the Architect, and any Subcontractor of any tier to purchase insurance, shall not, in any way, limit their obligations to the Owner in the event the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the Contractors or any Subcontractor insurance. On the Certificate of Insurance, delete in the cancellation provision the following words, "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives,"

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis. All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

§ 11.1.5 The Certificates of Insurance as required by Article 11 of the General Conditions of the Contract for Construction shall be submitted to the Owner with the bid with a copy being filed with the Architect and Construction Manager after award. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.

§ 11.1.6 During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with Article 11 of the General Conditions of the Contract for Construction and as follows:

1. Workmen's Compensation:

- a. State of Illinois - Statutory limits.
- b. Applicable Federal (if any) - Statutory limits.
- c. Employer's Liability:

I. Bodily Injury by Accident - \$1,000,000 each accident.

II. Bodily Injury by Disease - \$1,000,000 each employee; \$1,000,000 policy limit.

III. A waiver of subrogation in favor of the owner shall apply

2. Commercial General Liability Insurance on a per project basis as broad as is an ISO CG 0001 form or an equivalent including as minimum coverages as follows.

Premises - Operations Liability

Independent Contractors Coverage

Broad Form Property Damage Endorsement

Blanket Contractual

Personal Injury, with Employment Exclusion deleted

Products/Completed Operations

A. Special Requirements

- 1. Property Damage Liability Insurance will provide "X, C and U" (Explosion, Collapse and underground hazard) coverage.
- 2. The term "caused by accident" if used in bodily injury or property damage coverage shall be replaced by the term "occurrence."

B. Limits of Liability:

1. Bodily Injury:

\$2,000,000 general aggregate

\$2,000,000 each occurrence

2. Property Damage:

\$2,000,000 each occurrence
\$2,000,000 annual aggregate - "Broad Form"

3. Contractual Liability Insurance:

A. Limits of Liability:

Bodily Injury:
\$2,000,000 general aggregate
\$2,000,000 each occurrence

Property Damage:
\$2,000,000 general aggregate
\$2,000,000 each occurrence

B. The contractual liability coverage shall at a minimum protect the Owner, Construction Manager, and the Architect to the extent of the indemnification

4. Commercial Automobile Liability Insurance including hired and non-owned vehicles.

A. Limits of Liability:

1. Combined single limit - \$1,000,000

B. Special Requirements:

1. All hired, or non-owned vehicles including the loading and unloading thereof.
2. No vehicles which are not covered by the within specified insurance, whether owned, borrowed or leased shall be in use in the performance of the Work.

5. Umbrella Liability Insurance

A. Limits of Liability:

1. \$2,000,000 each accident
2. \$2,000,000 aggregate

Crystal Lake Park District, Lamp, Incorporated, and Hitchcock Design Group will be named as additional insured on the Contractors Comprehensive General Liability Policy. Insurance certificate shall list each building location where work is to be performed. Each party shall be notified 30 days prior to the policy being canceled. Contractor must not start Work until the proper verification of insurance has been submitted.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner's insurance obligations under this paragraph may be satisfied by participation in established programs of self-insurance or membership in an insurance pool.

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

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

§ 11.3 Waivers of Subrogation

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

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

§ 11.6 Performance Bond and Payment Bond

§ 11.6.1 The Contractor shall furnish to the Owner at the time of execution of this Contract, bonds in the full amount of the Contract securing the full and faithful performance of this Contract and the payment for all labor and material furnished by the Contractor or anyone furnishing such under the Contractor's contract or a subcontract of any tier. Said bonds shall be in conformance as set forth below and any additional specifications imposed by other Contract Documents, including, but not limited to, the prevailing wage requirements set forth in the Contract Documents. Said bonds shall be written by a surety that is acceptable to the Owner, in the Owner's discretion. Such bonds shall be obtained from a company with a minimum A.M. Best Rating of A- and to which the Owner has no reasonable objection. The cost thereof shall be included in the bid and paid by the Contractor.

The Contractor shall provide Performance and Labor and Material Payment Bonds as follows:

1. Provide a 100 percent Performance Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
2. Provide a 100 percent Payment Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
3. Deliver bonds within 10 days after execution of the Contract.
4. The bonds must be from a reputable company acceptable to the Owner set forth above and authorized to do surety business in Illinois."

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

§ 11.6.3 The Performance and Payment Bonds shall be executed in conformity with Illinois law and American Institute of Architects Document A312-1984 with coverage provided by a surety having a policyholder's rating of A and a minimum Class 10 financial rating in Best's Insurance Guide, latest edition. The Performance Bond shall include the following language: Any suit under this bond must be instituted before the expiration of the statute of limitation applicable to any claims against the contractor named herein.

§ 11.6.4 If at any time the Owner shall become dissatisfied with any security or sureties then upon the bonds, or for any other reason such bonds shall cease to be adequate security for the Owner, the Contractor shall within five days after notice to do so, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to the Owner. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified.

§ 11.6.5 Whenever the Contractor shall be and is declared by Owner to be in default under the Contract, the Surety and the Contractor are each responsible to make full payment to the Architect and Construction Manager for any and all extra Work incurred by the Architect and Construction Manager as a result of the Contractor's default and to pay to Owner all attorney's fees and court costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the agreement with Contractor to remedy Contractor's default.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct rejected Work or Work failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. The Contractor shall bear the costs of correcting such rejected Work including additional architectural, engineering, Construction Manager's, consulting, inspecting, testing and legal fees and expenses incurred and made necessary thereby. Approval of any material or work at any time or stage of construction will not prevent its subsequent rejection for cause. No election by the Owner to correct work shall constitute a waiver of any obligation of a surety upon its Performance and Labor and Material Payment Bonds.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of Illinois and venue for legal disputes shall be the Circuit Court of McHenry County, Illinois. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary

by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

Payments due shall be made consistent with the Illinois Government Prompt Payment Act.

§ 13.6 SEVERABILITY

The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract Documents.

§ 13.7 COMPLIANCE WITH ALL LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Also including the following:

§ 13.8 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract and/or supplying of materials, equipment and supplies, the contractor or consultant must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

§ 13.9 PREVAILING WAGES

All contracts and subcontracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.)

§ 13.11 SUBSTANCE ABUSE PREVENTION

In accordance with Section 15 of the Substance Abuse Prevention on Public Works Projects Act 820 ILCS 265, before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees.

§ 13.12 Human Rights Act

The Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that all contractors and subcontractors performing Work on the Project shall not engage in any prohibited form of discrimination in employment as defined in that act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex,

national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. The Contractor and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. The Contractor and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

§ 13.13 Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under state law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the contractor/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or the Architect on request.

§ 13.14 Certification to Enter Into Public Contracts

Prior to entering into any contract in regard to this Project, the Contractor and all subcontractors must certify that they are not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, with the exception of 14.2.1.5, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in subparagraph 14.1.2.

§ 14.5 Project Records

Upon termination or suspension for any reason, the Contractor shall turn over all documents and samples at the site as enumerated in Subparagraph 3.11 to the Owner and shall provide record copies of all other documents, shop drawings, product data, samples, etc., prepared for the Project to the Owner in both paper and electronic (as practical) form."

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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

§ 15.1.6 Claims for Additional Time

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

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

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

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

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

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both

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

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

ARTICLE 16 - ADDITIONAL CONDITIONS

§ 16.1 EQUAL EMPLOYMENT OPPORTUNITY

§ 16.1.1 The Owner and all other parties to this Contract are subject to the rules and regulations of the Illinois Department of Human Rights and the statutory requirements thereof.

§ 16.1.2 It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, marital status, physical or mental handicaps.

§ 16.1.3 At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.) and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 16.2 REGULATIONS

§ 16.2.1 The Contractor warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and terms of permits and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

§ 16.2.2 Whenever required, the Contractor or Subcontractor shall furnish the Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

§ 16.2.3 Contractor shall carefully examine the Occupational Safety and Health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 16.2.4 Contractor shall comply with all terms of the Illinois Preference Act; shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/); and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§ 16.2.5 At all times Contractor shall remain in compliance with the Substance Abuse Prevention on Public Works Project Act (820 ILCS 265/1); Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 16.2.6 By execution of this Contract, the Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Subcontractor takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 16 and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

16.3: PREVAILING WAGES

§ 16.3.1 Every Contractor and Subcontractor shall pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work. In accordance with applicable law, Contractor and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which records shall be certified and submitted in accordance with State law and which shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

§ 16.3.2 As changes are made in these prevailing wages, the Contractor and Subcontractors performing work on the project will be responsible for conforming to the changes and shall have the responsibility for determining when changes are made. No additional costs are to be incurred by the Owner as a result of changes in the prevailing wage. All record keeping requirements are the obligation of the Contractor and Subcontractors. The Illinois Department of Labor publishes the prevailing rates of wages on its website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx> and the Contractor shall consult that website to keep informed of any changes in prevailing rates of wages applicable to this contract.

§ 16.3.3 To the extent that there are any violations of this Act and any demands are made upon the Owner, Architect, or Construction Manager by the Illinois Department of Labor or by any employee of the Contractor or a Subcontractor performing work on the project, the Contractor or the particular Subcontractor and Contractor shall be responsible for indemnifying and holding both the Owner, Architect, and Construction Manager free and harmless from all costs incurred, directly or indirectly, by the Owner or Architect in responding to and complying with demands made by the Department of Labor, or an aggrieved employee and such amounts may be withheld from the payments to be made on the project. It is the intention that the Owner, Architect, and Construction Manager shall suffer no time loss or other additional expenses in complying with any inquiry made with regard to this Act.”

Exhibit A

Crystal Lake Park District Haligus Road Park Development



General Conditions and Fee
December 13, 2023



ITEM	QUANTITY	UNIT	COST/UNIT	COST
Design/Plan Review, Alternate/VE, Estimating, Schedule				
Preconstruction	1	LS	\$ 5,000.00	\$ 5,000.00
Bidding and Contracts, Scheduling, Permit Coordination				
Preconstruction	1	LS	\$ 5,000.00	\$ 5,000.00
Construction Management				
Project Superintendent - Half Time	6	MO	\$ 11,825.00	\$ 70,950.00
Project Manager - Quarter Time	6	MO	\$ 5,915.00	\$ 35,490.00
Project Assistant	6	MO	\$ 980.00	\$ 5,880.00
Project Executive	6	MO	\$ 900.00	\$ 5,400.00
Project Accountant	7	MO	\$ 500.00	\$ 3,500.00
Safety Manager	6	MO	\$ 400.00	\$ 2,400.00
Office Trailer - Rental	6	MO	\$ 1,200.00	\$ 7,200.00
Office Trailer - Set Up/Remove	2	EA	\$ 2,000.00	\$ 4,000.00
Project Management Software (Procore)	6	MO	\$ 500.00	\$ 3,000.00
Pay Request Software (Textura)	6	MO	\$ 500.00	\$ 3,000.00
Computer Wireless Service	6	MO	\$ 100.00	\$ 600.00
Computer/Printer	6	MO	\$ 125.00	\$ 750.00
Subtotal Construction Management				\$ 142,170.00
Punch List, Closeout, Training				
Project Manager	1	MO	\$ 2,365.00	\$ 2,365.00
Project Assistant	1	MO	\$ 1,225.00	\$ 1,225.00
Subtotal Punch List, Closeout, Training				\$ 3,590.00
Warranty/Follow Up Included in Lamp's overall service/fee structure				
Construction Management Fee & Insurance				
Construction Management Fee	\$ 3,253,000.00		2.50%	\$ 81,325.00
General Liability Insurance	\$ 3,253,000.00		0.60%	\$ 19,518.00
Subtotal Construction Management Fee, & Insurance				\$ 100,843.00
Expenses				
Postage and Delivery	1	LS	\$ 200.00	\$ 200.00
Document Reproduction	1	LS	\$ 750.00	\$ 750.00
Office Supplies/Small Tools/Office Furniture	1	LS	\$ 500.00	\$ 500.00
Subtotal Expenses				\$ 1,450.00
TOTAL CONSTRUCTION MANAGEMENT FEES				\$ 258,053.00

Project General Conditions and Reimbursables (provided by Lamp or Trade Contractors)				
Safety - Barricades, Enclosures, First Aid Kit, Fire Ext.	1	LS	\$ 2,000.00	\$ 2,000.00
Survey/Layout - Control Points	1	LS	\$ 7,500.00	\$ 7,500.00
Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
Temporary Fence @ Haligus Road	600	LF	\$ 8.00	\$ 4,800.00
Temporary Gates	2	EA	\$ 300.00	\$ 600.00
Temporary Power - By Owner	6	MO	\$ -	\$ -
Temporary Power - Install By Electrician	1	EA	\$ -	\$ -
Temporary Water - By Owner	6	MO	\$ -	\$ -
Temporary Water - Install By Plumber	1	EA	\$ -	\$ -
Temporary Sanitary	6	MO	\$ 200.00	\$ 1,200.00
General Clean Up	6	MO	\$ 1,950.00	\$ 11,700.00
Street Sweeping	4	EA	\$ 400.00	\$ 1,600.00
Dumpsters	10	EA	\$ 500.00	\$ 5,000.00
Final Clean Up	1	LS	\$ 7,500.00	\$ 7,500.00
Project Signage/Construction Sign	1	LS	\$ 3,000.00	\$ 3,000.00
TOTAL PROJECT GENERAL CONDITIONS				\$ 46,900.00

Alternates				
Project Superintendent - Add for Full Time	6	MO	\$ 11,825.00	\$ 70,950.00
Additional Temporary Fencing				
Temporary Fence @ Kishwaukee River	1,350	LF	\$ 8.00	\$ 10,800.00
Temporary Fence @ North Property Line	850	LF	\$ 8.00	\$ 6,800.00
Site Security - Material is stored in trailers provided by Trade Contractors				
Website Project Camera				
Install	1	LS	\$ 1,000.00	\$ 1,000.00
Camera Lease	6	MO	\$ 650.00	\$ 3,900.00
Total Website Project Camera				\$ 4,900.00
Drone Photography	6	EA	\$ 500.00	\$ 3,000.00

Exhibit A



Crystal Lake Park District Haligus Road Park Development

Hourly Rates and Conditions, expire 5/30/2025

December 13, 2023

***Hourly Rates:**

Principal	\$250.00/HR
Project Executive	\$200.00/HR
Project Manager	\$150.00/HR
Project Engineer	\$ 90.00/HR
Project Mgr Asst.	\$ 70.00/HR
VP of Estimating	\$145.00/HR
Senior Estimator	\$100.00/HR
Estimator	\$ 80.00/HR
Project Accountant	\$100.00/HR
Safety Director	\$100.00/HR
Superintendent	\$135.00/HR
Carpenter	\$115.00/HR
Laborer	\$105.00/HR

Overtime rates are time and a half over 8 hours during weekdays and the first 8 hours on Saturday. Double time is for anything after 8 hours on Saturday and work on Sunday and Holidays. Overtime only applies to Carpenters and Laborers. Superintendents will be paid overtime if they are performing labor and not supervision.

Additional work and optional services will be performed either at the hourly rates established above or a lump sum proposal will be submitted for review and approval by the Owner. The fee percentage as established on the previous page will be charged for all additional work performed but not deducted for work removed.



MEMORANDUM

DATE: December 19, 2023

TO: Board of Commissioners

FROM: Jason Herbster, Executive Director
Tina Becke, Superintendent of Business Services

SUBJECT: 2023 Tax Levy – Abatement Ordinances

Attached please find Ordinance 23.24.xx Series 2020A and Ordinance 23.24.xx Series 2022B to abate the principal and interest on the Alternate Revenue Source (ARS) Bonds for the 2023 Tax Levy, as required by law.

The repayment schedule for each of our outstanding bonds was filed with the County Clerk as each bond was issued. As previously discussed, it is the intention and practice of the Park District to adopt annual ordinances abating the taxes levied for these payments.

The District currently has two outstanding ARS Bonds. The 2023 levy, for principal and interest payments in 2024, for each bond is listed below:

Bond	Principal & Interest
2020A	\$ 761,250.00
2022B	\$ 212,600.00
Total	\$ 973,850.00

The total taxes to be abated by the attached two ordinances are \$973,850.00.

FOR DISCUSSION:

Discuss Adoption of Ordinance 23.24.xx Series 2020A and Ordinance 23.24.xx Series 2022B: Ordinances abating taxes for the Crystal Lake Park District, McHenry County, Illinois for the 2023 levy year for ARS Bonds.

Serving the Residents of Crystal Lake and Lakewood

1 E. CRYSTAL LAKE AVE CRYSTAL LAKE IL 60014 815.459.0680 CRYSTALLAKEPARKS.ORG

EXPLORE | PLAY | EXPERIENCE

MINUTES of a regular public meeting of the Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois, held at the Administrative Office, One East Crystal Lake Avenue, Crystal Lake, Illinois, in said Park District at 6:30 o'clock P.M., on the 18th day of January, 2024.

* * *

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, Eric Anderson, the President, and the following Commissioners were physically present at said location: _____

The following Commissioners were allowed by a majority of the members of the Board of Park Commissioners in accordance with and to the extent allowed by rules adopted by the Board of Park Commissioners to attend the meeting by video or audio conference: _____

No Commissioner was not permitted to attend the meeting by video or audio conference.

The following Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the Board of Park Commissioners would consider the adoption of an ordinance abating the tax levied for the year 2023 to pay the principal of and interest on the District's outstanding alternate bonds.

Whereupon Commissioner _____ presented and the Secretary read by title an ordinance as follows, a copy of which was provided to each Commissioner prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ANNUAL ABATEMENT ORDINANCE

ORDINANCE NO. 2324XX

ORDINANCE abating the tax hereto levied for the year 2023 to pay the principal of and interest on the General Obligation Park Bonds (Alternate Revenue Source), Series 2022B, of the Crystal Lake Park District, McHenry County, Illinois.

WHEREAS the Board of Park Commissioners (the "*Board*") of the Crystal Lake Park District, McHenry County, Illinois (the "*District*"), by an ordinance adopted on the 15th day of December, 2022 (the "*Ordinance*"), did provide for the issue of \$5,460,000 General Obligation Park Bonds (Alternate Revenue Source), Series 2022B, dated December 29, 2022 (the "*Bonds*"), of the District and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Board hereby determines that lawfully available funds are to the credit of the General Fund of the District and have been restricted to pay debt service on the Bonds or have been deposited into the bond fund for the Bonds and are available to pay debt service on the Bonds; and

WHEREAS it is necessary and in the best interests of the District that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated:

NOW THEREFORE Be It Ordained by the President and Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

Section 2. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance is hereby abated in its entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk of The County of McHenry, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 4. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted January 18, 2024.

President, Board of Park Commissioners

ATTEST:

Secretary, Board of Park Commissioners

(SEAL)

Commissioner _____ moved and Commissioner _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Commissioners voted AYE: _____

and the following Commissioners voted NAY: _____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Secretary to record the same in full in the records of the Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded, and carried, the meeting was adjourned.

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois (the “Board”), and as such official I am the keeper of the books, records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 18th day of January, 2024, insofar as same relates to the adoption of Ordinance No. 23.24.xx entitled:

ORDINANCE abating the tax hereto levied for the year 2023 to pay the principal of and interest on the General Obligation Park Bonds (Alternate Revenue Source), Series 2022B, of the Crystal Lake Park District, McHenry County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that at least one copy of said agenda was continuously available for public review during said entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict accordance with the provisions of the Park District Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the Board has complied with all of the applicable provisions of said Code and said Acts and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District, this 18th day of January, 2024.

Secretary, Board of Park Commissioners

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McHenry, Illinois, and as such official I do further certify that on the ____ day of _____, 20__, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

ORDINANCE abating the tax hereto levied for the year 20__ to pay the principal of and interest on the General Obligation Park Bonds (Alternate Revenue Source), Series 2022B, of the Crystal Lake Park District, McHenry County, Illinois.

(the "*Ordinance*") duly adopted by the Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois (the "*District*"), on the ____ day of _____, 20__, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 20__ for the payment of the District's outstanding General Obligation Park Bonds (Alternate Revenue Source), Series 2022B, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of _____, 20__.

County Clerk of The County
of McHenry, Illinois

[SEAL]

MINUTES of a regular public meeting of the Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois, held at the Administrative Office, One East Crystal Lake Avenue, Crystal Lake, Illinois, in said Park District at 6:30 o'clock P.M., on the 18th day of January, 2024.

* * *

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, Eric Anderson, the President, and the following Commissioners were physically present at said location: _____

The following Commissioners were allowed by a majority of the members of the Board of Park Commissioners in accordance with and to the extent allowed by rules adopted by the Board of Park Commissioners to attend the meeting by video or audio conference: _____

No Commissioner was not permitted to attend the meeting by video or audio conference.

The following Commissioners were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that the Board of Park Commissioners would consider the adoption of an ordinance abating the tax levied for the year 2023 to pay the principal of and interest on the District's outstanding alternate bonds.

Whereupon Commissioner _____ presented and the Secretary read by title an ordinance as follows, a copy of which was provided to each Commissioner prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ANNUAL ABATEMENT ORDINANCE

ORDINANCE NO. 2324.xx

ORDINANCE abating the tax hereto levied for the year 2023 to pay the principal of and interest on General Obligation Park Bonds (Alternate Revenue Source), Series 2020A, of the Crystal Lake Park District, McHenry County, Illinois.

WHEREAS, the Board of Park Commissioners (the “Board”) of the Crystal Lake Park District, McHenry County, Illinois (the “District”), by Ordinance Number 20.21.03, adopted on the 20th day of August, 2020 (the “Ordinance”), did provide for the issue of \$1,500,000 General Obligation Park Bonds (Alternate Revenue Source), Series 2020A (the “Bonds”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the District hereby determines that the Pledged Revenues (as defined in the Ordinance) are or will be available to pay the principal of and interest on the Bonds when due in the next succeeding bond year so as to enable the abatement of the Pledged Taxes (as defined in the Ordinance) levied for the same; and

WHEREAS, the Pledged Revenues have been or shall be deposited to the Bond Fund created under the Ordinance to pay the principal and interest on the Bonds due on June 15, 2023, and December 15, 2023; and

WHEREAS, it is necessary and in the best interests of the District that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Abatement of Tax. The tax heretofore levied for the year 2023 in each Ordinance is hereby abated in its entirety.

Section 3. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk of The County of McHenry, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 4. Effective Date. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Ordinance shall be in full force and effect forthwith upon its adoption.

Approved January 18, 2024.

President, Board of Park Commissioners

ATTEST:

Secretary, Board of Park Commissioners

(SEAL)

Commissioner _____ moved and Commissioner _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Commissioners voted AYE: _____

and the following Commissioners voted NAY: _____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Secretary to record the same in full in the records of the Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made, seconded, and carried, the meeting was adjourned.

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois (the “Board”), and as such official I am the keeper of the books, records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 18th day of January, 2024, insofar as same relates to the adoption of Ordinance No. 23.24.xx entitled:

ORDINANCE abating the tax hereto levied for the year 2023 to pay the principal of and interest on the General Obligation Park Bonds (Alternate Revenue Source), Series 2020A, of the Crystal Lake Park District, McHenry County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting and on a day that was not a Saturday, Sunday or legal holiday in the State of Illinois, that at least one copy of said agenda was continuously available for public review during said entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict accordance with the provisions of the Park District Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the Board has complied with all of the applicable provisions of said Code and said Acts and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District, this 18th day of January, 2024.

Secretary, Board of Park Commissioners

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McHenry, Illinois, and as such official I do further certify that on the ____ day of _____, 2024, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

ORDINANCE abating the tax hereto levied for the year 2023 to pay the principal of and interest on General Obligation Park Bonds (Alternate Revenue Source), Series 2020A, of the Crystal Lake Park District, McHenry County, Illinois.

(the "*Ordinance*") duly adopted by the Board of Park Commissioners of the Crystal Lake Park District, McHenry County, Illinois (the "*District*"), on the 18th day of January, 2024, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2023 for the payment of the District's \$1,500,000 General Obligation Park Bonds (Alternate Revenue Source), Series 2020A, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of _____, 2024.

County Clerk of The County
of McHenry, Illinois

[SEAL]



MEMORANDUM

DATE: January 11, 2024

TO: Board of Commissioners

FROM: Jason Herbster, Executive Director
Tina Becke, Superintendent of Business Services

SUBJECT: Transfer of Funds

The January 18, 2024 Board meeting agenda will include acceptance of the annual audit and the current fund balance policy gives the Board discretion to transfer funds from the General, Recreation, Bond and Interest, and Racket Club Funds after the annual audit process.

The General Fund in the Audit combines the Corporate, Police, Aquatic, and Food Service Funds. A transfer from the Corporate Fund to Capital Fund of \$1,600,000 is included in the approved 2023-2024 Budget. The Recreation Fund includes a transfer of \$840,000 to the Capital Fund. The Bond and Interest Fund includes a transfer of \$142,988 to the Capital Fund. The Racket Club budget includes a transfer of \$200,000 to the Capital Fund. These transfers can be made if the Fund maintains a healthy fund balance after the transfer.

Making these transfers will leave the Corporate Fund with a projected ending fund balance of \$3,004,693 (55.12%), the Recreation Fund with a projected ending fund balance of \$2,148,526 (46.23%), the Bond and Interest Fund with a projected ending fund balance of \$278,918 (percent not applicable), and the Racket Club Fund with a projected ending fund balance of \$525,429 (44.99%) at the end of Fiscal 2023-2024.

Per policy, the minimum required fund balance is 30% for the Corporate Fund, 25% for the Recreation Fund and 20% for the Racket Club Fund.

FOR DISCUSSION:

Discussion of transferring \$1,600,000 from the Corporate Fund, \$840,000 from the Recreation Fund, \$142,988 from the Bond and Interest Fund, and \$200,000 from the Racket Club Fund to the Capital Projects Fund.

Serving the Residents of Crystal Lake and Lakewood

1 E. CRYSTAL LAKE AVE CRYSTAL LAKE IL 60014 815.459.0680 CRYSTALLAKEPARKS.ORG

EXPLORE | PLAY | EXPERIENCE



MEMORANDUM

DATE: December 19, 2023

TO: Park Board of Commissioners

FROM: Jason Herbster – Executive Director
 Erik Jakubowski – Superintendent of Park Services
 Amy Olson – Manager of Planning and Development

SUBJECT: Capital Project Review

As part of the annual budget process, it is important to review the 10 Year Capital Replacement and Improvement Schedule. Attached are two documents – the 10 Year Capital Replacement and Improvement Schedule and the schedule specific to the fiscal year 2024-2025. Staff has met to revise the schedule based on factors such as projects being carried over from fiscal year 2023-24 to fiscal year 2024-25, what projects can be extended out further than currently listed on the schedule, Comprehensive Master Plan initiatives and what amount of funding will potentially be available.

The purpose of this review is to inform the Board on where capital projects stand and what is being considered for the upcoming year. After this review, the capital projects and improvements that the Board and staff believe should be included in the draft 2024-25 budget will be placed in the draft budget. As the budget is further developed, more modifications will likely be made.

Status of 2023-24 Capital Projects

PROJECT	COMPLETE	IN PROGRESS	CARRY OVER 24-25
Lippold Disc Golf Basket Replacement	X		
Barlina House Exterior Stairs		X	
Barlina Upstairs Flooring		X	
Beals Workshop AC Unit Replacement		X	
Boncosky Shelter Roof			X
Grand Oaks Flooring		X	
Haligus Road Park		X	X
Hill Farm Barn Demo		X	X
Indian Prairie Seal Coat and Stripe	X		
Lippold Park Seal Coat and Stripe	X		
Racket Club Court and Fence Replacement	X		

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Woods creek Shelter Roof Replacement			X
Nature Center Exhibit Replacement		X	
VA Rotary Picnic Shelter Improvements		X	
Rotary Trash Bin Location		X	
VA Bathroom Partition Replacement		X	
Main Beach Concession Remodel	X		
Main Beach Flat Roof Replacement	X		
Main Beach Deck Replacement		X	
Mower 7210	X		
Mower 7210	X		
Ventrax Equipment	X		
15 Passenger Bus	X		
Dump Truck		X	
Pick Up Truck	X		
Weed Harvester Purchase	X		

Projects listed for fiscal year 2024-2025 on the attached list will be reviewed at the Committee of the Whole meeting. Prioritizing the projects will be discussed as funding and managing all of these projects is not likely in one year. In addition, with the Haligus Park project being the main focus and having a definitive deadline of April 30, 2025, a significant staff effort will be placed on this particular project.

Recommendation:

For discussion purposes

Serving the Residents of Crystal Lake and Lakewood

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EXPLORE | PLAY | EXPERIENCE

2024-2025 Budget Project Description	Amount	Corp. Budget	Cap. Budget	ADA	Notes	Date: 12/21/2023
Administration Building						
Lobby and offices -reconfigure	\$ 80,000.00		X			
Reception desk	\$ 25,000.00		X			
1st floor bathroom - turn into public use	\$ 15,000.00			X		
Office furnishings	\$ 30,000.00		X			
Brighton Oaks Park						
Tennis Court replacement	\$ 645,000.00		X			
Tennis court color coat	\$ 35,000.00		X			
Tennis court fencing	\$ 85,000.00		X			
Basketball Court replacement	incl		X			
Basketball court color coat	\$ 20,000.00		X			
Parking Lot maintenance (seal coat and stripe)			X			
Parking Lot replacement (mill and surface)	incl		X			
Sidewalks	incl		X	X		
Canterbury Park						
Playground - large	\$ 250,000.00		X			
Playground surface (EWF)	\$ 30,000.00		X	X	ADA Fund	
Playground-small	\$ 150,000.00		X			
Playground - Swings 4 bay	\$ 40,000.00		X	X		
Della Street Park						
Playground Playground (2009)	\$ 250,000.00		X		Carry-over funding	
Playground surface PIP or EWF	\$ 125,000.00			X	ADA Fund	
Concrete curbs and ramp into playground	\$ 15,000.00			X	ADA Fund	
Add Accessible route to playground, concrete walk	\$ 20,000.00		X			
Add accessible trail loop / walking path	\$ 80,000.00		X			
Fetzner Park						
Basketball Court - rebuild	\$ 60,000.00		X			
Basketball court color coat	\$ 10,000.00		X			
Parking Lot - crack fill/seal/stripe	\$ 10,000.00		X			
Backstop	\$ 6,000.00		X			
Bike Path-crack fill/seal/stripe	\$ 20,000.00		X			

2024-2025 Budget Project Description	Amount	Corp. Budget	Cap. Budget	ADA	Notes	Date: 12/21/2023
Four Colonies Park						
Basketball Court replacement	\$ 60,000.00		X			
Basketball court color coat	\$ 20,000.00		X			
Tennis Courts replacement	\$ 160,000.00		X			
Tennis court fencing replacement	\$ 40,000.00		X			
Tennis court color coat, strip for Pickleball?	\$ 35,000.00		X			
Parking Lot (mill and resurface)	\$ 120,000.00		X			
Paved Paths (mill and resurface)	\$ 10,000.00		X			
Back Stop Fencing	\$ 8,000.00		X			
Add small picnic shelter / gazebo	\$ 150,000.00		X			
Haligus Park						
Professional Services - Design engineering Development	\$ 500,000.00		X		Carry-over funding	
	\$ 3,800,000.00		X		Carry-over funding +	
Lake Park/Main Beach						
Sand Box play - add play components	\$ 15,000.00		X			
Pavilion Bldg- Building exterior - Clay Tile Roofs - Repair	\$ 10,000.00		X			
Pavilion Bldg- Building exterior- brick (Tuckpoint)	\$ 50,000.00		X			
Bollard Path Lights	\$ 35,000.00		X			
Professional Services - Entrance Paving Engineering	\$ 48,000.00		X			
Entrance Stamped Asphalt (replace w/ permeable paving)	\$ 400,000.00		X	X	ADA (install after Labor Day)	
Entrance Kiosk	\$ 40,000.00		X			
Maintenance Garage						
Maintenance garage floors - epoxy phase 2	\$ 30,000.00		X			
Maintenance garage roof	\$ 200,000.00		X			
Professional Services - Roof	\$ 10,000.00		X			
Professional Services - Feasibility Study	\$ 25,000.00		X		Carry-over funding	
Lippold Park						
Boncosky - Clubhouse windows/doors	\$ 10,000.00		X			
Boncosky - Clubhouse AC	\$ 10,000.00		X			
Boncosky - Fields bleachers/benches	\$ 10,000.00		X			
Boncosky - Drainage Imp	\$ 85,000.00		X			

2024-2025 Budget Project Description	Amount	Corp. Budget	Cap. Budget	ADA	Notes	Date: 12/21/2023
Mickey Sund Complex - Professional Services - Design Engineer	\$ 140,000.00		x		Carry-over funding	
Mickey Sund Complex - Rebuild complex per 2021 engineerin	\$ 2,000,000.00		x			
Soccer Area - Irrigation upgrades / repairs	\$ 60,000.00		x			
Spoerl Park						
Building windows/doors	\$ 25,000.00		x			
Permeable Paving - Turfstone at end of paved walk/drive	\$ 20,000.00		x			
Sterne's Woods & Fen						
Fen restoration/nat area mgt	\$ 10,000.00		x		Ongoing	
Veteran Acres Park						
Pond Area - Boardwalk/bridges/Piers improvements	\$ 80,000.00		x			
Pond Area - Docks	\$ 35,000.00		x			
Nature Center						
Butterfly house AC	\$ 20,000.00		x			
Consulting - Outdoor Play/Exhibits/Gathering, design/engineer	\$ 60,000.00		x			
Repave front walk	\$ 30,000.00		x	x		
Repave and extend back patio space	\$ 60,000.00		x	x		
West Park / West Beach						
Building LVT flooring in foyer and main room	\$ 20,000.00	x				
Deck and Railing, Ramp Railing	\$ 30,000.00		x			
Parking lot (seal coat and stripe)	\$ 10,000.00		x			
Professional Services - boat launch ramp design	\$ 20,000.00		x			
Willows Edge						
Fishing pier	\$ 15,000.00		x			

2024-2025 Budget Project Description	Amount	Corp. Budget	Cap. Budget	ADA	Notes	Date: 12/21/2023
Woodland Estates Park						
Paved path (mill and resurface)	\$ 80,000.00		x			
Tennis courts replacement	\$ 250,000.00		x			
Tennis court color coat with Pickleball striping	\$ 35,000.00		x			
Tennis court fencing	\$ 85,000.00		x			
Basketball court replacement	\$ 100,000.00		x			
Basketball court color coat	\$ 20,000.00		x			
Parking lot (mill and resurface)	\$ 120,000.00		x			
Sand volleyball - add structure for winter ice?	\$ 20,000.00		x			
Picnic shelter (replace gazebo)	\$ 120,000.00		x			
Woodcreek Park						
Tennis court 1 (1996 ?) replacement	\$ 150,000.00		x			
Tennis court 1 color coat (2014)	\$ 20,000.00		x			
Tennis court 2 Added (2014)	\$ 150,000.00		x			
Tennis court 2 color coat (2014)	\$ 20,000.00		x			
Tennis court fencing repairs	\$ 60,000.00		x			
Basketball court (1996?) replacement	\$ 60,000.00		x			
Basketball court color coat (2014)	\$ 20,000.00		x			
Picnic shelter	\$ 180,000.00		x			
Shelter - extend water line to add drinking fountain	\$ 15,000.00		x			
Pond shoreline restoration	\$ 25,000.00		x			
Sand Volleyball court	\$ 8,000.00		x			
Add 3-4 solar lights in park (motion activated for evening hour)	\$ 15,000.00		x			
Other						
Equipment- Dump truck and work truck	\$ 160,000.00					
Equipment- Mowers, etc, TBD	\$ -					
Professional Services - ADA study update, Buildings and park	\$ 50,000.00		x	x	ADA Fund, Update ADA Transition Plan	
Total:	\$ 12,280,000.00					

Crystal Lake Park District
Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

NOTE: COSTS ASSIGNED TO EACH ITEM ARE FOR PLANNING PURPOSES ONLY. THE ACTUAL COSTS MAY VARY ONCE THE PROJECT IS DESIGNED.												
Facility Name	Description	Descrip, life Expcd	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
Administrative Office	HVAC	20										
	Flooring upper level	10										
	Carpet lower level/office space	10										
	Stair flooring	10										
	Art room flooring					\$ 10,000.00						
	Board room furniture	10										
	Lobby ceiling and lighting											
	Lobby and offices -reconfigure				\$ 80,000.00							\$40,000 2023-24 corp budget
	Reception desk				\$ 25,000.00							
	1st floor bathroom - turn into public use				\$ 15,000.00							
	Office furnishings			\$ 40,000.00	\$ 30,000.00							\$6,000 2024-25 Corp budget
	Interior Paint											
	Copy room											
	Lower level restrooms											Enhance finishes, \$ 25,000 tile replace, paint, lighting ADA Budget
	Replace interior lobby doors/ADA						\$ 20,000.00					
	Window replacement						\$ 90,000.00					
	Roof - flat and metal						\$ 180,000.00					Repairs/replace
	Exterior sidewalks	25										
	Exterior back stairs and railing											
	Exterior retaining walls, repair and refinish											
Roof Vent Fans, qty 2 - Replacement			\$ 6,000.00									
Parking lots - two lots (seal coat and stripe)	8											
Parking lots - two lots (reconstruction)												
East lot - retailing wall and fencing												
Parking lot lights	40				\$ 30,000.00							
Parking lot lights - electrical conduit												
Building signs												
Exterior gutters												
Trees - add new at drive												
Asbury Park	Playground (2020 Landscape Structures/NuToys)	20										
	Playground surface (EWF) (2020)	20										
	Path to playground and landscaping	20										
	Asphalt walking path	20										
	Fence											
	Add small picnic pavilion						\$ 40,000.00					
	Trees - add, remove/replacements											
	Locate/mark property boundaries											
Beal's Lot	Building - AC unit		\$ 5,000.00									Corporate Fund
	Property											
Bird Park	Playground (2012 Landscape Structures/NuToys)	20							\$ 200,000.00			
	Playground surface (PIP) (repairs 2015, replaced 2020)	12							\$ 100,000.00			ADA budget
	Gazebo - metal	30										2003
	Tennis Court replacement					\$ 120,000.00						1995
	Tennis court color coat	10				\$ 25,000.00						Yes has pickleball lines in red
	Tennis court fence					\$ 65,000.00						
	Basketball Court (1996) replacement					\$ 60,000.00						1996
	Basketball court color coat	10				\$ 20,000.00						
	Parking Lot (Seal Coat)	10				\$ 20,000.00						
	Parking Lot (reconstruction)	30				\$ 114,000.00						1996, seal in 2016 ?

Crystal Lake Park District
Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

Facility Name	Description	Descrip.Life Expcd	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Bike Path crack fill/seal coat	10				Add ?						
	Bike Path (mill and resurface)	30				Add ?				\$ 73,000.00		Partial 2016
	Backstops (Fencing)	25				Add ?						1996, corporate budget
	Add Pickelball courts new					\$ 140,000.00						Add new or stripe tennis court?
	Add 1-2 solar lights (motion activated for after hours)					\$ 20,000.00						
Brighton Oaks Park	Playground (2022 GameTime c/o Cunningham Recreatio	20										New 2022
	Playground surface (EWF - 2022)											New 2022
	Playground surface (PIP)	20										
	Gazebo-wood with asphalt shingle	30			\$ 120,000.00							Upgrade to metal shelter?
	Tennis Court replacement	35		\$ 645,000.00								
	Tennis court color coat	10		\$ 35,000.00								
	Tennis court fencing	35		\$ 85,000.00								
	Basketball Court replacement	35		incl								
	Basketball court color coat	10		\$ 20,000.00								
	Parking Lot maintenance (seal coat and stripe)	10										
	Parking Lot replacement (mill and surface)			incl								
	Sidewalks			incl								ADA budget
	Add 2-3 solar lights (motion activated for after hours)											
	Trees - add, remove/replacements											
	Locate/mark property boundaries											
Butternut Preserve	Bridges	50										Talk with Judi Stark, steward for bridge info
	Gravel parking area					\$ 15,000.00						
	Paths	25				\$ 10,000.00						Corporate budget
	Benches	15				\$ 15,000.00						Corporate budget
	Trees - add, remove/replacements											
	Plantings - add understory, restoration											
	Add solar lighting at parking lot					\$ 20,000.00						
Canterbury Park	Playground - large	20		\$ 250,000.00								Cost share with D47
	Playground surface (EWF)	20		\$ 30,000.00								Cost share with D47
	Playground-small	20		\$ 150,000.00								Cost share with D47
	Playground - Swings 4 bay	20		\$ 40,000.00								Cost share with D47
	Backstops (little league)	25										
	Lighting, buildings, hardscape, (little league)											
	Fencing											
	Evaluate property boundaries											
	Trees - add, remove/replacements											
	Locate/mark property boundaries											
Christ Lot	Building											
	Property											
Col. Palmer House	100 yr Lease agreement 1999, house build 1858											
Colonel Gustavus A. Palmer	Masonry repairs	30										Corporate budget
	Window/sash repairs	30										Corporate budget
	Building - paintig and repalcement of sideing boards					\$ 25,000.00						
	Consultant-Exhibits master plan workshop					\$ 30,000.00						
	Parking Lot (reconstruction)	30				\$ 65,000.00						
	Parking Lot (seal coat and stripe)	10										
	HVAC	20										
	Front Steps/hand rail	40										
	Parking Lot lighting (solar?)	30				\$ 25,000.00						Corporate budget
	Site signage											

Crystal Lake Park District
Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

Facility Name	Description	Descr	Life Expc	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Handicap ramp and railing		20										
	Paint Interior												
	Expand interpretive gardens												
	Add ADA accessible garden beds / raised beds												
	Extend walk around house to gardens												
	Trees - add, remove/replacements												
Cress Creek	stream restoration					\$ 100,000.00							with Section 319 grant
	trail improvements					\$ 30,000.00							with Section 319 grant
	Locate/mark property boundaries												
Della Street Park	Playground Playground (2009)		20	\$ 250,000.00	\$ 250,000.00					\$ 100,000.00			Carry over - new equipment w/in exist concrete curb
	Playground surface PIP		10	\$ 125,000.00	\$ 125,000.00								Replace PIP OR change to EWF ?
	Concrete curbs and ramp into playground			\$ 15,000.00	\$ 15,000.00								ADA
	Add Accessible route to playground, concrete walk				\$ 20,000.00								ADA, concrete walk
	Add accessible trail loop / walking path				\$ 80,000.00								
	Add council ring/natural stone seating area					\$ 25,000.00							
	Add game tables					\$ 15,000.00							
	Add small shelter					\$ 90,000.00							
	Add woodland understory Habitat Restoration					\$ 25,000.00							
	Add 2-3 benches					\$ 9,000.00							2 benches and installation
	Add 1-2 solar lights (motion activated for after hours)					\$ 10,000.00							2-3 solar LED light poles, 12'ht
	Trees - add, remove/replacements					\$ 2,000.00							
	Natural area restoration												
	Locate/mark property boundaries												
Della-improvement	Bridge over creek						\$ 50,000.00						Grant Opportunity
	Pathway to bridge						\$ 15,000.00						
Feinberg Park	Playground (2019 Burke)		20										New 2019
	Playground surface (EWF)		20										New 2019
	Basketball Court replacement		30										
	Basketball court color coat		10										Color coat 2019
	Tennis Court replacement		30										DATE ? WHEN COURTS INSTALLED
	Tennis court color coat		10										
	Tennis court fencing												
	Bike Path		10				\$ 15,000.00						Patch repairs vs reconstruct /resurface
	Wood fence along RR tracks		40										New fence 2022
	Naturalize detention basin												Grant opportunity
	Trees - add, remove/replacements												
	Locate/mark property boundaries												
Fetzner Park	Playground (2011 Landscape Structures/NuToys)		20							\$ 180,000.00			2011
	Playground surface (PIP)		20							\$ 130,000.00			
	Gazebo	YEAR?											
	Naturalize detention basins												
	Stablize stream corridor												
	Basketball Court - rebuild		30		\$ 60,000.00								Add a tennis and/or pickleball court?
	Basketball court color coat		10		\$ 10,000.00								
	Bridge		50										
	Parking Lot - crack fill/seal/stripe		10		\$ 10,000.00								
	Parking Lot - reconstruction						\$ 120,000.00						
	Backstop		30		\$ 6,000.00								
	Bike Path-crack fill/seal/stripe		10		\$ 20,000.00								
	Bike Path (reconstruction)						\$ 170,000.00						
	Retaining Wall		30										

Crystal Lake Park District
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Facility Name	Description	Descrip.	life Expcd	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Natural area restoration												
	Locate/mark property boundaries												
Four Colonies Park	Playground (2019 Burke)		20										
	Playground surface (EWF)		20										
	Gazebo-wood with asphalt shingle												
	Basketball Court replacement		35		\$ 60,000.00								
	Basketball court color coat		10		\$ 20,000.00								
	Tennis Courts replacement		35		\$ 160,000.00								
	Tennis court fencing replacement		35		\$ 40,000.00								Re-use and replace only what is needed
	Tennis court color coat, strip for pickleball?		10		\$ 35,000.00								
	Parking Lot (seal coat and stripe)		10										Corporate budget
	Parking Lot (mill and resurface)		30		\$ 120,000.00						\$ 53,000.00		
	Paved Paths (seal coat)		10										Corporate budget
	Paved Paths (mill and resurface)		30		\$ 10,000.00						\$ 44,200.00		Repairs
	Back Stop Fencing		30		\$ 8,000.00								Corporate budget
	Gravel Paths												
	Locate/mark property boundaries												
	Add small picnic shelter / gazebo				\$ 150,000.00								
Grand Oaks	Building constructed 1996												
	Sidewalks		25										
	Parking Lot (Seal Coat/strip)		10										
	Parking Lot (reconstruction 2022)		20										reconstruction 2022
	Exterior - roof		25										
	Exterior - siding		30				\$ 50,000.00						
	Kitchen/storage		25			\$ 150,000.00							
	Kitchenette in senior center		25										
	HVAC/utilities		25										
	Flooring (back area, waiting area, hallway)			\$ 26,500.00									Replace flooring
	Carpet/flooring (classrooms)		10										
	Sign	2023	15										Replaced w/ illuminated monument sign, installed 2023
	Large room ceiling		25										
	Other ceilings												
	Window Replacement		25				\$ 60,000.00						
	Garage		40										
	Dance Floor												
	Dance Room Restroom												
	Room Divider												
	Locate/mark property boundaries												
Grand Oaks-long term	develop hiking trail through woods												
	bike path to Lippold												
	bike path to Sunset Meadows						\$ 50,000.00						Grant opportunity?
	remodel to add storage areas						\$ 100,000.00						
	remodel senior center						\$ 350,000.00						
	build addition						\$ 100,000.00						
	expand parking								\$ 12,000.00				
	Add benches								\$ 65,000.00				
	Add shade structure or gazebo												
	Natural area restoration												
Halgus Park	Due diligence												Carry over
	Professional Services - Design engineering			\$ 615,000.00	\$ 500,000.00								Carry-over from prior year
	Development			\$ 2,500,000.00	\$ 1,800,000.00								

Crystal Lake Park District
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Facility Name	Description	Descrip.ife Expc	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Development continued			\$ 2,000,000.00								IDNR OSLAD grant
Hampton Park	Naturalize detention basin											
	Add perimeter pathway?											
	Locate/mark property boundaries											
Hidden Pond Bike Path	Asphalt path (mill and resurface)	30								\$ 28,000.00		Corporate budget
	Asphalt Path (seal coat)	10										
Hidden Pond - long term	Natural area restoration											
Hill Farm Park	Barlina House exterior	30										Corporate budget
	Barlina House roof	30										
	Barlina House windows/doors	30										
	Barlina House exterior soffits, window trim											Corporate budget
	Barlina House general interior	20										
	Barlina House cabinetry	20										Upstairs flooring-carpet
	Barlina house carpet/floors	2023	10	\$ 17,500.00								
	Barlina house furnace		25									
	Barlina house HVAC/utilities		25									ADA budget
	Barlina house kitchen											
	Barlina canopy/sidewalk/benches		25									Replace back stairs
	Barlina emergency exit back stairs			\$ 25,000.00								
	Playground 2014 (Landscape Structures)		20									ADA fund
	Playground surfacing (PIP)	2014	20		\$ 150,000.00							
	Playground fencing		20									Some replaced in 2022
	Sidewalks/stairs											Reconstructed in 2022
	Parking lot and driveway (reconstruction 2022)		30									
	Parking Lot and driveway (seal coat and stripe)		10									
Police Office	Police Office exterior		30									
	Police Office windows upgrade					\$ 10,000.00						
	Police Office roof		30									
	Police Office HVAC/utilities		25									
	Police Office general interior											
	Police office driveway and parking	2022										
Hill Farm-improvements			25									
	Barn/Outbuildings			\$ 95,000.00								Remove Barn and outbuildings, landscape repair
	Masterplan (see professional services)											
	Garden plot roads											
	Garden plot improvements											
	Connect bike trail to Hidden Pond path					\$ 20,000.00						Boardwalk or bridge
	Well Shed				\$ 30,000.00							
	Extend water source to garden plots				\$ 15,000.00							
	handicap accessible gardens				\$ 25,000.00							ADA budget
	Add a picnic shelter				\$ 180,000.00							
	Add restrooms with tool storage area				\$ 100,000.00							
	Drinking fountain (water source from Barlina House)				\$ 20,000.00							
	Remodel barn for public use - roof, siding, windows											\$1,500,000.00
	Remodel barn for public use - concrete, ramps, flooring, interior - ADA funds											\$750,000.00
	Remodel barn, HVAC, pumbing and sewer											\$2,000,000.00
	Playground					\$ 400,000.00	\$ 200,000.00					
	Raised beds				\$ 20,000.00							ADA
	Looped walking path					\$ 50,000.00						
	Trees - add, remove/replacements											

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Facility Name	Description	Descrip.	life Expc	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Locate/mark property boundaries												
Indian Prairie Park	Backstops/fields (softball)		40										
	Parking Lots seal coat/crack fill		10	\$ 20,000.00									Corporate budget
	Parking lot replacement												Grant opportunity?
	Naturalize detention basin					\$ 80,000.00							
	Locate/mark property boundaries												
Johns Park (Sam John)	Playground (2009 Landscape Structures/NuToys	2009	20								\$ 300,000.00		
	Playground surface (PIP)	2021	20								\$ 100,000.00		
	Bike Path-crack fill, seal, stripe		10			\$ 15,000.00							
	Basketball Court replacement		25			\$ 70,000.00							Built pre 1999
	Basketball court color coat		10			\$ 20,000.00							
	Concrete walk												Patch repairs
	Add asphalt path to BB court		30			\$ 15,000.00							
	Add 1 bench					\$ 3,500.00							
	Locate/mark property boundaries												
Kamijima Park	Playground (2022 Little Tykes-Parkreation)		20										
	Playground surface (EWF)		20										
	Chain link fence-east property line		40			\$ 15,000.00							
	Rowing storage (rowing club)												
	Piers (rowing club.)												
	Parking/access route		30										
	Expand parking (change to permeable paving)												
	Add a picnic shelter / gazebo						\$ 60,000.00						
	Add restroom							\$ 25,000.00					
	Add brick pathway							\$ 12,000.00					
	Add benches												
	Trees - add, remove/replacements												
	Natural area restoration												
	Locate/mark property boundaries												
Kamijima - long term	obtain land to expand park												City working on stormwater plan incl property transfer
Knaack Park	Playground	2006?	20				\$ 250,000.00						
	Playground surface (EWF)		20				\$ 30,000.00						
	Backstop/field												
	Asphalt Path		25				??						
	Chain Link Fence		35										
	Add gazebo / picnic pavilion						\$ 60,000.00						
	Add 1-2 benches						\$ 7,000.00						
	Trees - add, remove/replacements												
	Locate/mark property boundaries												
Ladd Park	Playground (2021 Landscape Structures/NuToys	2021	20										New play equipment 2021
	Playground surface (PIP)	2021	10										New PIP surfacing 2021
	Backstop/ball field						\$ 5,000.00						
	bleachers/benches												
	Sidewalk to ball field and playground		30										
	Locate/mark property boundaries												
Ladd Park-long term	construct looped path												
	install permanent restroom bldg												
	add shelter with restroom												
Lake Park/Main Beach	Playground (2018 Playworld Systems)	2018	20										Warranty replacements 2023-2024 winter

Crystal Lake Park District
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Facility Name	Description	Descrip.	life Expt	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Playground surfacing (PIP)		15	\$ 300,000.00									ADA budget - CHANGE-KEEP EWF
	Shade sail structures (2018)		20					\$ 30,000.00					Replace fabric sails
	Sand Box play - add play components				\$ 15,000.00								
	Boat rental area		30										
	Boat rental buidling		50										
	Asphalt Paths (south end)		20										
	Concrete stairs near boat house		20										
	Boat house ramp repair												
	Pic Tables, Benches, Bike Racks (south)		10										
	Beach and sand area - add volleyball		20										
	Signage		20										
	Baggo (2018)		25										
	Shoreline restoration												
	Shoreline restoration, Metal Sea Wall												\$ 24,000 for 2024-25
	Cube docks piers phase 2 of "L"												
	Pavilion Windows/Doors		30										
	Pavilion HVAC		30										
	Pavillion flooring		30										
	Pavilion general interior												
Pavilion Bldg	Windows in foyer area												
	Pavilion - Paint												
	Building exterior - Flat Roofs	2023	30	\$ 150,000.00									Pavilion Flat Roofs - Replaced May, 2023
	Building exterior - Flat Roofs Replacement, carry-over			\$ 108,000.00									Carry-over funding from 2021-2022 year
	Building exterior - Clay Tile Roofs - Repair				\$ 10,000.00								
	Building exterior- brick (Tuckpoint)		25		\$ 50,000.00		\$ 20,000.00						Corporate budget
	General maint/repairs in Bldg.		30				\$ 45,000.00						Corporate budget
	Building - Back Deck Replacement at lake/west side			\$ 75,000.00									
	Aquaticis offie - Flooring/Entryway												
	Outdoor Clock												
	Canopies Beachside												
	Canopies Front Entrances												
	Boat launch pier		25										
	Boat launch parking area		20				\$ 195,000.00						
	Kayak storage area						\$ 25,000.00						
	Boat launch fencing/gates		20				\$ 10,000.00						
	Asphalt Paths (north end)		20				\$ 160,000.00						
	North beach improvements						\$ 85,000.00						
	Professional Services - Band Shell Improvements					\$ 25,000.00							
	Band Shell (EXPAND & raise band stage)		20				\$ 200,000.00	\$ 150,000.00					
	Band Shell seating		20										
	Shade Structure - add shelter						\$ 100,000.00						
	Gaming area additions						\$ 12,000.00						
	PicTables, Ben, Bike Racks (North)		10										
	Bollard Path Lights				\$ 35,000.00								Replace/change out fixtures to pedestrian scale 8'-10'ht ligh
	Swim piers		20				\$ 30,000.00						Partial ADA budget
	Lake side decking		30						\$ 75,000.00				
	Concrete sea wall		50						\$ 80,000.00				
	Professional Services - Entrance Paving Engineering				\$ 48,000.00								
	Entrance Stamped Asphalt (replace w/ permeable paving		20		\$ 400,000.00								ADA Fund?, Grant Opportunity? permeable paving
	Entrance Kiosk				\$ 40,000.00								Replace kiosk, add electricity & touch screen POS system
	Stamped Asphalt (color coat)												Replace asphalt with permeable paving
	Chain Link Fencing/Gates		20						\$ 100,000.00				
	Decorative Fencing/Gates		20				\$ 175,000.00		\$ 175,000.00				
	Parking Lot sign												

Crystal Lake Park District
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Facility Name	Description	Descr. Life Expc	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Skate Lights	40				\$ 20,000.00						
	Parking Lot (seal coat and stripe)	10										
	Parking Lot (reconstruction)					\$ 996,000.00						Grant Opportunity?, expand / extend east?
	Parking Lot lighting	30										
	Boat storage/piers	20				\$ 30,000.00						Corporate budget
	Fishing piers (handicap)	20				\$ 15,000.00						Corporate budget \$ 35,000 (2023-2024)
	Building - Concession area remodel	30	\$ 90,000.00									Renovations completed 2023
	Building - South restroom updates											
	Building - Program room HVAC											
	Building HVAC											
	Building-general interior											
	Building - general exterior											
	Building flooring											Corporate budget
	Building utilities											
	Building Restrooms/changing rooms											
	Building Beach Office					\$ 100,000.00						
	Building Pavillion Main Room Flooring					\$ 50,000.00						
	Building Aquatics-LVT flooring in office/entry				\$ 36,000.00							
	Backstop/field (little league)											
	Scoreboard, fencing, etc (little league)											
	Locate/mark property boundaries											
Maintenance Garage	Maintenance garage exterior											
	Maintenance garage interior											
	Maintenance garage floors - epoxy phase 2			\$ 30,000.00								Epoxy floors, phase 2, (phase 1 completed January 2023)
	Maintenance garage roof	30	\$ 150,000.00	\$ 200,000.00								Rebudget for 2024-2025
	Professional Services - Maintenance Garage Roof			\$ 10,000.00								
	Maintenance garage furnace											
	Maintenance garage doors											
	Dumpster/material storage area	30										
	Locate/mark property boundaries											
	Professional Services - Maintenance Feasibility Study		\$ 25,000.00	\$ 25,000.00								Carry over funding
Lakeshore North Triangle	Locate/mark property boundaries											
Lakeshore South Triangle	Locate/mark property boundaries											
Lapins Park	Playground (2022 Landscape Structures/NuToys)	20										New play equipment, etc in 2022
	Playground surface (EWF)	20										New 2022
	Natural areas restoration and plantings											
	Locate/mark property boundaries											
Lippold Park	1986, 1993											
	Professional Services - Lippold Masterplan update		\$ 10,000.00									
	Professional Services - Lippold Stormwater Review and Boncosky I		\$ 25,000.00									
Wetland Area	Walking paths	10			\$ 40,000.00							Regrade and resurface
	Wetlands/ponds	10			\$ 75,000.00							
	Wetland shelter											
	Fishing Piers	20										
	Renovate pond filter											
Family Golf Center	1997											
	Golf Center Building Roof	30										
	Golf Center Building Siding	30										

Crystal Lake Park District
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Facility Name	Description	Descrip. life Expec	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Golf Center Bldg windows/doors	30										
	Golf Center Building HVAC	15										
	Golf Center Building Flooring	15										
	Golf Center Bldg general interior											
	Golf Center Bldg deck/railings	20										
	Golf Center Bldg. sidewalks	30										
	Golf Center water well	30										
	Golf Center Putting Green - Revamp											
	Mini Golf mulch	10										
	Mini Golf Carpet (2022)	10										New 2022
	Mini Golf plumbing/fountains	5										
	Mini Golf Lights	30										
	Mini Golf fence and gates	40										
	Driving Range paved areas	30										
	Driving Range lights	30										
	Driving Range paved areas	30										
	Golf garage	40										
	Irrigation System - golf	20										
	Golf Center sign	30										Replaced illuminated monument sign, installed 2023
	Sewer Line/Utilities	30										
Parking Lots	Parking Lot (seal coat and stripe paved lots) SPLIT	2023 &	\$ 30,000.00									
	Parking Lots Asphalt (reconstruction of paved lots)											
	Handicap parking repairs (paved spots in gravel)											
	Repave east entry drive (2021)	30										New 2021
	Parking Lots Gravel											
Outpost	Maintenance outpost - roof											
	Maintenance outpost - general ext.											
	Maintenance outpost-general interior											
	Maintenance outpost - fence/gates											
	Maintenance outpost - furnace	25										
	Maintenance outpost - ext storage											
	Maintenance outpost-utilities											
Boncosky	Boncosky clubhouse roof	30										
	Boncosky clubhouse siding	30										
	Boncosky clubhouse windows/doors	30		\$ 10,000.00								Corporate budget
	Boncosky clubhouse furnace											
	Boncosky clubhouse concessions											
	Boncosky clubhouse restrooms											
	Boncosky clubhouse paved areas											
	Boncosky clubhouse unpaved areas											
	Boncosky clubhouse utilities											
	Boncosky clubhouse general interior											
	Boncosky clubhouse AC			\$ 10,000.00								Corporate budget
	Boncosky fields fencing	30										
	Boncosky fields bleachers/benches			\$ 10,000.00								
	Boncosky fields artificial turf	10						\$ 600,000.00				
	Boncosky fields irrigation											
	Boncosky Drainage Imp			\$ 85,000.00								
	Boncosky water well											
	Boncosky shelter/picnic area - wood with asphalt roof					\$ 200,000.00						Add new steel shelter with serving area
	Boncosky Shelter Roof - asphalt		\$ 10,000.00									Replace roof - WAIT
	Boncosky sponsor kiosk											

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Facility Name	Description	Descrip.life Expcd	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Boncosky sound system upgrade (Operations)											
	Sport lighting replacement											
	Boncosky concrete for plaza					\$ 100,000.00						
	Boncosky Sidewalk - concrete											
	Two lights near parking lot											
	CONSULTING GHA - GRADING AND DRAINAGE 60K											
Hound Town	Hound Town fencing					\$ 5,000.00						
	Hound Town water well											
	Gravel driveway and ADA parking spaces				\$ 225,000.00							ADA budget
	Add dog agility events				\$ 30,000.00	\$ 25,000.00						
	Add shelter					\$ 65,000.00						
	Add wash/groom station					\$ 10,000.00						
	Add dog splash play					\$ 20,000.00						
	Add brick walkway											
	Add looped gravel pathway					\$ 15,000.00						
	Add benches					\$ 9,000.00						
	Add 1-2 solar lighting					\$ 15,000.00						
Playground/Disc	Playground (2001 Landscape Structures/NuToys 2001	20			\$ 250,000.00							
	Playground surface (EWF)	20			\$ 30,000.00							
	Disc Golf Course				\$ 30,000.00							Update and expand course with new obstacles etc
	Replace disc golf course baskets		\$ 18,000.00									New baskets in 2023
	Add benches				\$ 9,000.00							
	Add 3-4 solar lighting				\$ 25,000.00							
	Repair pathway				\$ 12,000.00							
Skate park 2009	Skate Park 2009	20			\$ 300,000.00							Grant Opportunity? Ck time limit on prior grant
	Skate Park shelter/patio				\$ 90,000.00							Refurbish, repaint vs replace
	Skate park water well				\$ 5,000.00							
	Add concrete bowls				\$ 50,000.00							
	Add curbs and walls				\$ 50,000.00							
	Add graphics - contest / work with HS kids				\$ 30,000.00							
	Reset walkway and ramp				\$ 20,000.00							
	Add 1-2 solar lighting				\$ 20,000.00							
	Trees - add, remove/replacements											
	Professional Consulting Fees				\$ 40,000.00							
Pavilion 2009	Brick Patio											
	Shelter pavilion				\$ 20,000.00							Sand, seal and paint vs replace (~\$120,000)
	Reset brick paving				\$ 25,000.00			\$ 15,000.00				
	Reset walkway and ramp				\$ 20,000.00							
	Water station	20			\$ 12,000.00							Replace
Batting Cages 2009	Batting Cages - fence											
	Batting cages - pitching machines	20			\$ 50,000.00							
	Replace mesh screens											
	Repair shed				\$ 10,000.00							
Exercise Pod 2009	Exercise equipment (EWF)	20										
	Rehab equipment				\$ 10,000.00							
Sand Volleyball 2009	Rehab sand courts				\$ 8,000.00							
	Add 3-4 benches				\$ 10,000.00							
	Renovate paths				\$ 20,000.00							

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Facility Name	Description	Descrip. life Expcd	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Add 1-2 solar lighting				\$ 15,000.00							
Sund Complex (Mickey S	Professional Services - Design Engineering		\$ 160,000.00	\$ 140,000.00								Rollover
	Lights											Rec budget
	Fencing/backstops											
	Renovate Fields											
	Utilities											
	Fields											Rec budget
	Bleachers/benches											
	Common areas											
	Add shelter with bathrooms											
Sund improvements	Rebuild complex per 2021 engineering plans			\$ 2,000,000.00								Basic rebuild. Spring design, fall 2024 install
Raiders Football Complex	Buildings											
	Goal posts and signs											
	Fields											
	Utilities											
	Bleachers/benches											
	Common areas											
Capalbo Complex	Buildings											
	Fencing/backstops											
	Fields											
	Utilities											
	Bleachers/benches											
	Common areas											
	Add trees at outer perimeter											
Soccer	Building											
	Public restrooms											
	parking area											
	Fields											
	Utilities											
	Bleachers/benches											
	Common areas											
	Irrigation upgrades / repairs			\$ 60,000.00								
Misc.	Pump House and irrigation											
	Main entry signs											
	Entry Sign landscaping improvements - concrete curb											
	Entrance landscaping											
	Little League ADA Improvements											ADA Budget
	Babe Ruth ADA Improvements											ADA Budget
	Lacrosse storage building											
	Overlay paths and gravel parking					\$ 80,000.00						
	Flood remediation											
	Entry signage planting beds											Unify design
	Locate/mark property boundaries											
North Shore Property												
NS Property-long term	sell / give to City / neighbors											
Oak Hollow Park												
	asphalt paths		35									

Crystal Lake Park District
Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

Facility Name	Description	Descrip. life Expc	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Locate/mark property boundaries											
Prairie Ridge Cons. Area												
	West pond overflow structure	30										
	Natural area management											
	East pond overflow weir structure		\$ 45,000.00									West pond overflow structure - ON HOLD
	West pond weir overflow structure (YEAR)											
	Locate/mark property boundaries											
PRCA-improvements												
	develop a trail system											
	connect via easement to Shamrock											
Racket Club												
	Built 1972											
	Building roof	30										Courts 5 - 9 ceiling as well
	Buildings Roof - Repairs		\$ 20,000.00									
	Indoor court ceilings											
	Add solar lighting											
	Outdoor clay courts											
	Indoor court nets, curtains, pads, etc	20										
	Indoor court heaters											
	Indoor court surfacing	10										
	Flooring	20			\$ 45,000.00							Carpeting (or hard floors?) in clubhouse & locker rooms
	Building siding	50			\$ 51,000.00							
	HVAC/utilities	20			\$ 15,000.00							Main entrance A/C RTU replaced in 2017
	Windows/doors	30			\$ 10,000.00							One of back viewing doors needs immediate replacement
	Babysitting room - Change to Fitness Room?	20				\$ 125,000.00						Convert to usable space, i.e. fitness center
	Locker rooms	20					\$ 160,000.00					
	Reception desk							\$ 25,000.00				
	Lobby/reception area	20						\$ 10,000.00				
	Utility room											
	Office areas	20							\$ 15,000.00			
	Indoor court lighting and fans	30										Large fans & LED lighting installed in 2014
	Fire alarm system?											
RC Outdoor Facilities												
	Pavillion / concessions - wood with asphalt roof	50						\$ 25,000.00				
	Outdoor hard court replacement -Asphalt Courts & Fence	20	\$ 240,000.00									Reconstructed in 2023
	Outdoor hard court replacement -Asphalt Courts & Fence	20	\$ 570,000.00									
	Outdoor hard court color coat	10	incl									New 2023
	Outdoor court fencing at North Hard Courts	20	incl									New 2023 (black fencing)
	Outdoor court fencing at South Courts											
	Outdoor clay courts											Only if converting to hard courts (including pickleball?)
	Parking lot/entry driveway (reconstruction)											
	Parking Lot seal coat and stripe	10										
	Sidewalks, paths, patio	30			\$ 45,000.00							ADA
	South walk - replaced broken asphalt walk with c 2023											Completed 2023, added 2 benches
	Parking lot ADA work				\$ 25,000.00							ADA
	Facility Monument Sign	30										Installed in 2019
Seminary Park												
	Paved pathway	10										
	Bridge	50										
	Locate/mark property boundaries											
Shamrock Hills												
	Main Building											
	Storage Building											
	Walks and exterior stairs											
	Barn											Cut structure back to inside Propertyline

Crystal Lake Park District
 Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

Facility Name	Description	Descrip.	Life Expec	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Parking lot												
	Electrical and lighting - Divide Electric - cut service / charge fee from surrounding properties												
	Plumbing - Divide Water Services - cut service / charge fee for water from surrounding properties												
	Locate/mark property boundaries												
Spoerl Park	Building roof		30										
	Building siding		30										
	Building windows/doors		30		\$ 25,000.00								Replace windows
	Building restrooms/exterior access		30										
	Building kitchen		30										
	Flooring		30										
	Interior lighting		30										
	Parking Lot seal and stripe		10										
	Parking Lot 2007 (mill and resurface)		30										
	Parking lot expansion												
	Park Fencing 2005												
	Paved walkway		10						\$ 25,000.00				
	Permeable Paving - Turfstone at end of paved walk/drive				\$ 20,000.00								Regrade, clean up gravel, turfstone, turfseed
	Playground (2009 Landscape Structures/NuToys)		20								\$ 300,000.00		
	Playground surface (PIP)		20	\$ 150,000.00									Change to Artificial Turf or PIP Rubber
	Pickleball court (reconstruction)	2019	30										2019
	Pickleball court (color coat and stripe)	2019	10						\$ 20,000.00				2019
	Basketball Court replacement	2019	30										2019
	Basketball court color coat	2019	10						\$ 10,000.00				2019
	Court fencing	2019	30										
	Exterior security lighting		30										
	HVAC/Utilities		20										
	Locate/mark property boundaries												
State Street Lots													
Sterling Meadows Park	Playground (2017 Gametime)		20										
	Playground surface		20										
	Play Pocket		20										
	Bike Path and landscaping		10										Replaced north asphalt path in 2022 (partial)
	Basketball Court replacement 2022	2022	30										New 2022
	Basketball court color coat	2023	10										New 2023
	Naturalize detention basin					\$ 20,000.00							Grant opportunity
	Locate/mark property boundaries												
Sterne's Woods & Fen	Picnic shelter/restroom - stone, wood and asphalt roof		30										
	Driveway and parking		10										
	Security lights		20										
	Water well		50										
	Fen restoration/nat area mgt			\$ -	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	Grant opportunity
	Prairie Path												
	Trails and paths												
	Blum Pass stabilization												Grant opportunity
	Locate/mark property boundaries												
Sunset Meadows Park	Community center planning												
	Tear down Christ House					\$ 40,000.00							
Veteran Acres Park	Walkup paved parking lot (seal coat and stripe)		10										
Walkup Lots	Walkup paved lot (reconstruction)		30						\$ 557,000.00				

Crystal Lake Park District
Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

Facility Name	Description	Descrip.	life Expt	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Illuminated entry sign on Walkup		25										
	Sandblasted entry signs on Walkup		25										
North Area	Rotary picnic shelter (replace), with walk, (water?)		40	\$ 170,000.00									
	Gravel parking lot improvements					\$ 20,000.00							
	Gravel parking lot reconstruction or paving					\$ 200,000.00							ADA budget - GRANT opportunity ? GIGO Grant ?
	Spectator and player areas, ADA walkway					\$ 40,000.00							ADA budget
	Upper diamond lighting		40										
	Upper diamond fencing		40			\$ 50,000.00							
	Upper diamond field												
	Upper diamond drinking fountain												
Rotary Bldg. Area	North restroom building interior		30										
	North restroom PV panels		20										
	North restroom septic field		40										
	Tennis Court replacement inc lights (2021)		30										
	Tennis court color coat (2022)		10										
	Tennis Court fencing (2022)		30										
	Basketball court replacement		30					\$ 80,000.00					Ck on BB court cracking
	Basketball court color coat (2022)		10					\$ 20,000.00					Crack fill and color coat 2022, cracking visible within 30 day
Rotary Bldg.	Rotary building roof	2020	30										
	Rotary building siding	2021	30										Corporate budget
	Rotary building windows/.doors		30										
	Rotary building HVAC/utilities		20										
	Rotary building elevator		30										
	Rotary building kitchen		30										
	Rotary building restrooms		20										
	Rotary upper flooring												
	Rotary lower flooring		20										
	Rotary building carpet		10										
	Rotary building septic field												
	Rotary building sound baffles												
	Retaining walls												
	Rotary Building general interior												
	Concession building exterior												
	Concession building interior												
	Concession bldg water/sewer/elec												
	Concession building drinking ftn												
	Sled hill lights		30				\$ 150,000.00						
	Emergency driveway paving		30										
	Emergency driveway embankment and retaining wall												
	Emergency driveway railing		30										
	Relocate exterior trash area			\$ 25,000.00									
	Front Planting (redesign)												Grounds fund
Frank Repp Field	Remove shed, relocate to new location, new concrete pad												
	Lower diamond fencing												
	Lower diamond field												
Acorn Alley Area	South restroom interior		30										
	South restroom roof 2022		30										
	South restroom siding / doors 2022		30										Corporate budget

Crystal Lake Park District
 Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

Facility Name	Description	Descrip. life	Expcd	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	South restroom septic field		30										
	South bathroom stalls (new partitions)			\$ 10,000.00									
	Jaycee Shelter general		30										
	Drinking fountain												
	Acorn Alley playground (2011 Burke & Cre8Play)		20										Replace PIP and playground in 2032
	Acorn alley playground surfacing (PIP) (2022)		15										Replace PIP and playground in 2032
	Acorn Alley splash pad (2011)		20				\$ 30,000.00						Add / update splash pad spritzers
	Serpentine path (seal coat)		10										
	Serpentine path (mill and resurface)		30						\$ 45,000.00				Corporate budget
	Regrading by playground												
Pond Area	Professional Services - Design Engineering Pond Boardwalk, Piers			\$ 20,000.00									
	Pond general												
	Shoreline												Grant opportunity
	Boardwalk/bridges/Piers improvements				\$ 80,000.00								Grant opportunity
	Fishing pier												Grant opportunity
	Docks				\$ 35,000.00								Repair/replace Docks (need engineering for boardwalk/bridge)
	Path around pond, extend/finish and repair work												Grant opportunity
	Interpretive Signage												
	Natural area restoration work												
	Pond fishing arm and pathway							\$ 60,000.00					
Oakwoods Lodge	Oakwoods roof 2022												
	Oakwods siding / doors 2022												
	Oakwoods Interior												
	Oakwoods Lodge parking lot		25										
	Oakwoods Lodge general												
	Oakwoods Restroom remodel												
	Oakwoods Kitchen												
	Sidewalk/entry												
	Stone council ring / rock outcropping seating area					\$ 15,000.00							
Nature Center	Built 1968												
	Nature Center parking lot (sealcoat)		10										
	NC parking lot (reconstruction)						\$ 150,000.00						
	Nature Center roof 2022		30										
	Nature Center exterior		20										
	Nature Center doors/windows		30										
	Nature Center Interpretive Exhibits Project		10	\$ 177,500.00									Grant \$363,000
	Nature Center Interpretive Exhibits Project - CARRY-OVER			\$ 165,100.00									
	Nature Center Interpretive Exhibits Project - ADD \$ 145,200.00			\$ 145,200.00									
	Nature Center ComEd Grant - 10K												IDNR Letter of Agreement received 12/20/23
	Nature Center, interior lighting					\$ 120,000.00							
	Butterfly house heaters												New Entrance Gardens - VA maintenance / corporate funds
	Butterfly house AC				\$ 20,000.00								Corporate budget
	Nature Center AC		25										
	Nature Center boiler		40										
	New Exhibits		10										Grant opportunity
	Storage and Office repairs												
	Front desk, office, other remodeling												
	Totem pole		30										
	Displays		10										
	Flooring		10										
	Restrooms		30										
	Consulting - Outdoor Play/Exhibits/Gathering, design/engineering				\$ 60,000.00								

Crystal Lake Park District
Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

Facility Name	Description	Descrip.life Expct	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Repave front walk			\$ 30,000.00								
	Add Nature Play Area					\$ 120,000.00						
	Add benches					\$ 12,000.00						
	Outdoor exhibits					\$ 60,000.00						
	Add shelter by NC				\$ 150,000.00							
	Repave and extend back patio space			\$ 60,000.00								
	Add back patio pergola				\$ 75,000.00							
	View Street parking lot	30			\$ 10,000.00							Seal and stripe
	Locate/mark property boundaries											
Wingate Prairie	Signage											
	Trails											
West Park / West Beach	Built 1968, new bldg 2011 or 2012?											
	Building roof	30										
	Building exterior	30										
	Building windows/doors	30										
	Building LVT flooring in foyer and main room	20		\$ 20,000.00								New flooring
	Building HVAC	20										
	Deck and Railing	25		\$ 30,000.00								Replace exterior railing
	Extend building deck via piers (seasonal?)				\$ 180,000.00							
	Concrete patio/ramp/steps	30										
	Fencing around building	30										
	Chain link fencing-east half	30										
	Chain link fencing - west half/launch	30				\$ 50,000.00						
	Fencing dividing beach/playground											
	Stone sea wall-repair	20										
	Parking lot retaining wall	30										
	Parking lot -east half	30										New in 2013
	Parking lot (seal coat and stripe)	30		\$ 10,000.00								Sealcoat and stripe
	Parking lot (reconstruction)											
	Paved boat launch (reconstruction)	30								\$ 39,100.00		
	Playground (2014 Landscape Structures/NuToys)	20										New in 2015
	Playground surface (EWF)	20										New in 2015
	Fishing pier	20										
	Boat launch pier reconstruction	20										
	Boat launch ramp replacement				\$ 180,000.00							
	Professional Services - boat launch ramp design			\$ 20,000.00								Need quote
	Add bench(s) at playground											
	Sand beach rehab and refresh											
	Locate/mark property boundaries											
Willows Edge	Bridge	50										
	Fishing pier	20		\$ 15,000.00								
	Ackman Crossing											
	Huntley Crossing											
	Play pockets (2017 Gametime)	20										
	Asphalt path (seal coat)											
	Asphalt path (mill and resurface)	30								\$ 91,000.00		
	Add 1-2 solar lights (motion activated for evening hours)					\$ 20,000.00						
	Locate/mark property boundaries											
	Add shelter(s)					\$ 200,000.00						
	Restore natural areas											Grant opportunity
Willows Edge-long term	Possible location for outdoor pool											

Crystal Lake Park District
Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

Facility Name	Description	Descrip_life Expcd	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
Winding Creek Bike Path and Park	Bike path	40			\$ 20,000.00							
	benches				\$ 5,000.00							
WC-improvements	Locate/mark property boundaries											
	Build park on Carlemont/Penny Rds					\$ 1,200,000.00						OSLAD grant?
Woodland Estates Park	Playground (2012 / 2022 Landscape Structures/NuToys)	20								\$ 200,000.00		Replace playground in 2030
	Playground surface (PIP) 2022	10 to 15								\$ 140,000.00		New in 2022
	Gazebo - wood with asphalt roof	30										
	Baseball backstop/field	20										
	Paved path (seal coat)	10										
	Paved path (mill and resurface)	30		\$ 80,000.00						\$ 247,400.00		
	Gravel Path											
	Tennis courts replacement	30		\$ 250,000.00								
	Tennis court color coat with Pickleball striping	10		\$ 35,000.00								
	Tennis court fencing	30		\$ 85,000.00								
	Basketball court replacement	30		\$ 100,000.00								
	Basketball court color coat	10		\$ 20,000.00								
	Parking Lot (seal coat)	10										
	Parking lot (mill and resurface)	30		\$ 120,000.00								
	Wetland/natural areas											
	Sand volleyball - add structure for winter ice?			\$ 20,000.00								Refurbish sand volleyball court
	Picnic shelter (replace gazebo)			\$ 120,000.00								
	Add trees - remove/replace/prune											
	Natural area restoration											
	Add 3-4 solar lights (motion activated for after hours)											
	Locate/mark property boundaries											
Woods creek Park	Building built 1996											
	Parking Lot	30										
	Building exterior	30										
	Building roof	30										
	Building doors											
	Building interior-general											
	Building flooring	30										
	Building restrooms	30										
	Building windows/doors	30										
	Building HVAC	20										
	Building kitchen	30										ADA budget
	Water spigot/fountain at shelter											
	Alarm/security cameras											
	Playground	20										
	Playground surface (PIP) 2022	20										New in 2022
	Bike paths/sidewalks	30										
	Security lights	40										
	Splash pad	20										
	Shade sails					\$ 20,000.00						Replace shade sails - fabric
	Tennis court 1 (1996 ?) replacement	30		\$ 150,000.00								
	Tennis court 1 color coat (2014)	10		\$ 20,000.00								Color coat with pickleball lines?
	Tennis court 2 Added (2014)	30		\$ 150,000.00								
	Tennis court 2 color coat (2014)	10		\$ 20,000.00								
	Tennis court fencing repairs	30		\$ 60,000.00								
	Basketball court (1996?) replacement			\$ 60,000.00								
	Basketball court color coat (2014)	30		\$ 20,000.00								
	Benches, bike racks, picnic tables											

Crystal Lake Park District
Ten Year Capital Replacement and Improvement Schedule

Date: 02/16/2023

Facility Name	Description	Descrip.	life Expcd	FY23-24	FY24-25	FY 25-26	FY26-27	FY27-28	FY28-29	FY 29-30	FY 30-31	FY 31-32	Notes
	Picnic shelter		30		\$ 180,000.00								(use TIPS Purchasing?) Replace with steel picnic shelter
	Picnic Shelter Roof Replacement			\$ 10,000.00									Replace roof - roof 10K
	Shelter - add water line and drinking fountain				\$ 15,000.00								
	Pond												
	Pond shoreline restoration				\$ 25,000.00								Grant Opportunity
	Fishing piers												
	Baseball backstop		30										
	Sand Volleyball court		25		\$ 8,000.00								Refurbish sand court
	Baggo		25										
	Bocce		25										
	Rock river/waterfall		25										
	Detention basins, rain gardens												
	Add additional fishing pier(s) with benches						\$ 45,000.00						
	Add 3-4 solar lights in park (motion activated for evening hours)				\$ 15,000.00	\$ 18,000.00							
	Locate/mark property boundaries												
Wyndwood Park	Playground (YEAR 2007 ?, Miracle)		20			\$ 160,000.00							
	Playground surface (PIP)		20			\$ 100,000.00							
	Tennis Court replacement		30						\$ 100,000.00				
	Tennis court color coat		10						\$ 20,000.00				
	Tennis court fencing		30						\$ 50,000.00				Repairs and reuse
	Basketball court replacement								\$ 100,000.00				
	Basketball court color coat								\$ 20,000.00				
	Paved path		30			\$ 35,000.00							
	Add 1-2 solar lights (motion activated for after hours)					\$ 15,000.00							
	Replace missing / add bench												
	Locate/mark property boundaries												
MISCELLANEOUS													
	Equipment: dump truck and new work truck				\$ 160,000.00								
	Equipment: mowers, etc, TBD				\$ -								
	Misc Trail Asphalt Repair			\$ 40,000.00									
	Professional Services - Playground & Surfacing design consulting			\$ 45,000.00									
	Professional Services - Park Police Review			\$ -									Corporate budget \$20,000
	Professional Services - ADA study update, Buildings and parks			\$ -	\$ 50,000.00								ADA budget. Contact John McGovern - Update of ADA Tra
	Professional Services - Boundary Surveys			\$ 15,000.00									
	Professional Services - Engineering for Prairie Ridge East Weir (PO			\$ 12,000.00									
	Mower 7210 rear discharge winter equip (PO 00443)			\$ 70,000.00									
	Mower 7210 with snow equip (PO 00443)			\$ 70,000.00									
	Ventracs and attachments			\$ 125,000.00									
	Dump Truck			\$ 90,000.00									
	Work Truck			\$ 70,000.00									
	15 Passenger Bus			\$ 105,000.00									
TOTAL BY YEAR				\$ 7,280,800.00	\$ 12,280,000.00	\$ 5,212,500.00	\$ 7,504,000.00	\$ 752,000.00	\$ 1,839,000.00	\$ 1,045,000.00	\$ 1,630,700.00		
Notes:													
	Red - 2023-2024 budgeted project work												
	Operations Budget for items less than 5 years and under \$ 5k to \$ 10K												



MEMORANDUM

DATE: January 2, 2024

TO: Park Board of Commissioners

FROM: Jason Herbster – Executive Director

SUBJECT: Park Police Advisory Referendum Question

At the December 21, 2023, Park Board meeting, discussion took place about a potential advisory referendum question appearing on an upcoming election ballot regarding Park Police. The deadline to approve the resolution to have a referendum question appear on the March 19, 2024, Primary ballot was January 2, 2024. Therefore, the question will not be able to be voted on at the Primary Election. The timeline for the General Election is below.

- **August 19, 2024 – Referenda Resolutions** - Last day for local governing boards to adopt a resolution or ordinance to allow binding or advisory public questions to appear on the ballot. (10 ILCS 5/28-2(c); 55 ILCS 5/5-1005.5; 60 ILCS 1/30- 205; 60 ILCS 1/80-80; 65 ILCS 5/3.1-40-60; 70 ILCS 1205/8-30; 105 ILCS 5/9-1.5)
- **August 29, 2024** - Last day for the circuit court clerk and the local election official to certify any binding public question or advisory referenda to the election authority having jurisdiction over the political subdivision. (10 ILCS 5/28-5)
- **November 5, 2024** – General Election

If the Board decides to move forward with an advisory referendum question, the actual question needs to be determined. The Board also needs to decide if any factual materials will be developed to explain the purpose behind the question being asked.

Recommendation:

For discussion purposes.

Serving the Residents of Crystal Lake and Lakewood

1 E. CRYSTAL LAKE AVE CRYSTAL LAKE IL 60014 815.459.0680 CRYSTALLAKEPARKS.ORG

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DRAFT ADVISORY REFERENDUM QUESTIONS

Shall the Crystal Lake Park District discontinue having its own police department to police its parks and facilities?

Shall the Crystal Lake Park District discontinue having its own police department to provide police services to its parks and facilities?

Shall the Crystal Lake Park District continue to have its own police department to police its parks and facilities?

Shall the Crystal Lake Park District continue to have its own police department to provide police services to its parks and facilities?

Shall the Crystal Lake Park District discontinue having its own police department to police its parks and facilities, which had a cost of \$ _____ in fiscal year 2023-2024?

Shall the Crystal Lake Park District discontinue having its own police department to provide police services to its parks and facilities, which had a cost of \$ _____ in fiscal year 2023-2024?

Shall the Crystal Lake Park District continue to have its own police department to police its parks and facilities, which had a cost of \$ _____ in fiscal year 2023-2024?

Shall the Crystal Lake Park District continue to have its own police department to provide police services to its parks and facilities, which had a cost of \$ _____ in fiscal year 2023-2024?

Shall the Crystal Lake Park District discontinue having its own police department to police its parks and facilities, which could [or would] result in a cost savings for the residents of the Park District?

Shall the Crystal Lake Park District discontinue having its own police department to provide police services to its parks and facilities, which could [or would] result in a cost savings for the residents of the Park District?

Shall the Crystal Lake Park District discontinue having its own police department to police its parks and facilities, which had a cost of \$ _____ in fiscal year 2023-2024, and instead use those funds to [e.g. improve existing parks and facilities or specify some other purpose]?

Shall the Crystal Lake Park District discontinue having its own police department to provide police services to its parks and facilities, which had a cost of \$ _____ in fiscal year 2023-2024, and instead use those funds to [e.g. improve existing parks and facilities or specify some other purpose]?

Shall the Crystal Lake Park District discontinue having its own police department, and instead rely on the police departments of the City of Crystal Lake, Village of Lakewood and McHenry County Sheriff to police its parks and facilities?

Shall the Crystal Lake Park District discontinue having its own police department, and instead rely on the police departments of the City of Crystal Lake, Village of Lakewood and McHenry County Sheriff to provide police services to its parks and facilities?

Shall the Crystal Lake Park District discontinue having its own police department, and instead rely on the police departments of the City of Crystal Lake, Village of Lakewood and McHenry County Sheriff to provide police services to its parks and facilities at an estimated initial annual cost of \$ _____?