

**SPECIFICATIONS**

**FOR**

**PARKING LOT REPAIRS**  
**(Contract A)**

**And**

**CONCRETE SIDEWALK AND CURB**  
**REPAIRS**  
**(Contract B)**

**AT**

**THE DES PLAINES PARK DISTRICT**  
**June 2018**

DES PLAINES PARK DISTRICT  
Parks Department  
2222 Birch Street

Des Plaines, IL 60018  
Contact: Paul A. Cathey, Superintendent of Parks and Golf Operations  
(847) 391-5088  
[paulc@desplainesparks.org](mailto:paulc@desplainesparks.org)

Corrie Guynn, Asst. Superintendent of Parks and Planning  
(847) 390-4939  
[cguynn@dpparks.org](mailto:cguynn@dpparks.org)

May 23, 2018

Dear Bidder:

Enclosed you will find the Plans, Specifications, and Bidding Materials for Parking Lot Repairs AND Concrete Sidewalk and Curb Repairs at the Des Plaines Park District. **This project is being bid as two separate contracts:**

**Parking Lot Repairs is Contract A and Concrete Sidewalk and Curb Repairs is Contract B. Bidders are invited to bid on both bids or a single bid. The Owner may award contracts to a single bidder or the contracts may be awarded separately to the lowest, responsible bidder.**

**The base bid for each contract will be the determining factor for the award of each contract, not the sum of the two.**

All pertinent information is included in the Plans and Specifications. Bidders are responsible for visiting the sites to examine the existing conditions and to secure their own field measurements. Bidders can visit the sites at their convenience.

We look forward to receiving your bid proposal and working together with you on this project.

If you have further questions or need to meet at the sites, please contact Paul Cathey or Corrie Guynn, Monday through Friday, 7 a.m. to 5 p.m.

Sincerely,

CONTRACT A

Paul A. Cathey, Superintendent of Parks and Golf Operation  
847-391-5088  
[paulc@dpparks.org](mailto:paulc@dpparks.org)

CONTRACT B

Corrie Guynn, Assistant Superintendent of Parks and Planning  
847-390-5744  
[cguynn@dpparks.org](mailto:cguynn@dpparks.org)

May 23, 2018

**INVITATION TO BID**

Sealed bids for the provision of **Parking Lot Repairs and Concrete Sidewalk and Curb Repairs** will be received by the Des Plaines Park District at our office, 2222 Birch Street, Des Plaines, IL 60018. Bids will be received until exactly 10:00 am on June 6, 2018 and then publicly opened and read at 10:05 am. Bids submitted after the closing time will be returned unopened. No oral or telephone proposals or modifications will be considered.

Proposals shall be submitted on the attached Quotation Forms and returned in a sealed envelope. All bids must include a ten percent (10%) Bid Guarantee per bid and a duly executed and notarized Bid Certification under Section 33E-11 of the criminal code of 1961, as amended, on the form provided by the Des Plaines Park District. Failure to provide Bid Certification within 48 hours of the bid opening shall be cause for rejecting the bid. No Bidder may withdraw their proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding thirty (30) calendar days.

The Des Plaines Park District requires all Bidders to comply with all provisions of the Prevailing Wage Ordinance #18-04. This Ordinance specifies that no less than the general prevailing rate of wages as found by the Park District or Department of Labor or determined by a court on review shall be paid each craft or type of worker or mechanic needed to execute the contract or perform the work. **A certified payroll will be required from Bidders for all employees performing work at job site upon completion of project.**

The Des Plaines Park District may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the Des Plaines Park District.

Sincerely,

CONTRACT A

Paul A. Cathey, Superintendent of Parks and Golf Operations  
847-391-5088  
[paulc@dpparks.org](mailto:paulc@dpparks.org)

CONTRACT B

Corrie Guynn, Assistant Superintendent of Parks and Planning  
847-390-5744  
[cguynn@dpparks.org](mailto:cguynn@dpparks.org)

Des Plaines Park District

PARKING LOT REPAIRS AND CONCRETE SIDEWALK AND CURB REPAIRS  
DES PLAINES PARK DISTRICT  
DES PLAINES, ILLINOIS

TABLE OF CONTENTS

SECTION:

A.	INSTRUCTIONS TO BIDDERS	1
B.	SUPPLEMENTARY CONDITIONS	5
C.	GENERAL SPECIFICATIONS	19
D.	TECHNICAL SPECIFICATIONS	
	PART 1a ASPHALT	20
	PART 1b SPECIFIC LOCATION AND SCOPE OF WORK	23
	PART 1c SPECIFIC LOCATION AND SCOPE OF WORK	24
	PART 2a CONCRETE	25
	PART 2b SPECIFIC LOCATION AND SCOPE OF WORK	30
E.	FORMS OF PROPOSAL	32
F.	CERTIFICATION	35
G.	EHXIBIT 1 AIA DOCUMENT A104-2017	36

## SECTION A

### INSTRUCTIONS TO BIDDERS

1. Identification of Project

The official name and location of the project shall henceforth be known as:

**PARKING LOT REPAIRS (CONTRACT A) AND CONCRETE SIDEWALK  
AND CURB REPAIRS (CONTRACT B)  
FOR  
THE DES PLAINES PARK DISTRICT**

The official name and address of the project owner shall henceforth be known as:

**DES PLAINES PARK DISTRICT  
2222 Birch Street  
Des Plaines, Illinois 60018**

**Board Approval:** Tuesday, June 19, 2018

**Contract Awarded:** Thursday, June 21, 2018

**Commencement of Work:** Between July 16 and August 17, 2018 or within 10 days of written "Notice to Proceed"

**Completion:** No later than September 3, 2018 for all sites. See specifications for detailed dates of completion. **Sites are user sensitive and will require completion dates in July and August.**

2. Contract Documents

AIA Contract, A-104, 2017, The Invitation to Bid, the Instructions to Bidders, the Drawings, Bidding Specifications and the accepted Form of Proposal comprise the Contract Documents.

Contracts for each project may be awarded to a single contractor or awarded separately based upon the bid results. Each Contract is to be bid separately on the bid form and contractors have the opportunity to bid either contract or both.

**The base bid for each contract will be the determining factor for the award of each contract, not the sum of the two.**

Copies of these documents can be obtained in person from the office of the Des Plaines Park District, 2222 Birch Street, Des Plaines, Illinois 60018, free of charge.

3. **Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bids, Drawings, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids.

Any interpretation made will be in the form of an addendum of the Invitation to Bid, Drawings, Specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form or by letter received before the time set for opening of bids. Oral explanations or instructions given before the award of the contractor will not be binding.

4. **Conditions Affecting the Work**

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

5. **Bid Guarantee**

Where a Bid Guarantee is required by the Invitation to Bid, failure to furnish a Bid Guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid, in the absolute discretion of the Owner.

A Bid Guarantee shall be in the form of a bid bond, postal money order, certified check, or cashier's check made payable to the Owner. Bid Guarantees, other than those stated, will be returned (a) to unsuccessful Bidders as soon as practicable after the award of job, and (b) to the successful Bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

The successful Bidder, upon being given a written "Notice of Award", will have the (10) calendar days to provide the required Labor and Material Payment Bond, Performance Bond, and Insurance Policies or Certificates for same, and commence with the work. Failure to comply with the conditions set forth in the Contract Documents shall result in the termination of the contract for default. In such event, the Contractor may be liable for any costs of performing the work which exceed the amount of their bid, and the Bid Guarantee shall be available toward offsetting such difference, if not previously returned to the Contractor.

6. **Preparation and Submission of Bids**

Before submitting proposal, each Bidder shall examine carefully all documents pertaining to the work and visit the site to verify conditions under which work will be performed.

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, State of Labor and Material Markets, and has made due allowance in their bid for all contingencies. Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes, insurance and

contingencies, with overhead and profit necessary to produce a complete project, or to complete those portions of the work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. Obtain all permits and arrange for all inspections. Pay all fees and costs incurred.

No compensation will be allowed by reason if any difficulties which the Bidder could have discovered or reasonably known prior to bidding.

All proposals must be made upon the Form of Proposal furnished by the Owner attached hereto and should give the amounts bid for work, in numbers, and must be signed and acknowledged by the Contractor. In order to insure consideration, the Proposal and Specification Booklet should be enclosed in the envelope provided or in an envelope marked "**Bid Proposal for Parking Lot Repairs and Concrete Sidewalk and Curb Repairs for the Des Plaines Park District and to be opened on June 6<sup>th</sup> at 10:00 a.m. CDT**", showing the return address of the sender and addressed to Des Plaines Park District, 2222 Birch Street, Des Plaines, Illinois 60018. Bids must be sealed, marked and addressed as directed above. Failure to do so may result in a premature opening of, or a failure to open, such bid.

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

Modifications of bids already submitted will be considered if received at the office designated in the invitation to Bid by the time set for opening of bids. Unless called for alternate bids will not be considered.

7. **Prices**

The prices are to include the furnishing of all materials, plant equipment, tools, insurance, bonds, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract Documents.

8. **Time Schedule**

The timely execution of any project is extremely important. As timing is of importance to us, we ask that you submit scheduling information along with your bid. Failure to supply this information may be considered cause for rejecting your bid.

9. **Late Bids and Modifications or Withdrawals**

A. Bids and modifications of withdrawals thereof received from bidders prior to the time set for opening of bids.

10. **Withdrawal of Bids**

Bids may be withdrawn by written request received from bidders prior to the time set for opening of bids.

11. **Public Opening of Bids**

Bids will be publicly opened at the time set for opening in the Invitation to Bid. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

12. **Award of Contract**

A. Award of contract will be made to lowest responsible bidder, or as outlined in the specifications, and as determined by the Board of Commissioners of the Des Plaines Park District, whose bid conforms to the Invitation to Bid.

B. **There are two contracts as part of this bid package. Contract A: Parking Lot Repairs and Contract B: Concrete Sidewalk and Curb Repairs. Award of each contract will be based upon the lowest responsible bid for each contract, not the sum of the two. Contracts may be awarded separately.**

C. The Board of Park Commissioners may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Des Plaines Park District.

13. **Contract and Insurance**

The accepted Bidder shall enter into a written contract, provide the Owner with a Labor and Material Payment Bond, Performance Bond, and copies of Workman's Compensation and Public Liability Insurance Policies or Certificates thereof, within ten (10) calendar days of the written "Notice to Proceed" and prior to the commencement of work.

14. **Postponement of Date for Opening Proposals**

The Owner reserves the right to postpone the date of presentation and opening of proposals and will give email notice of any such postponement to each interested party.

DES PLAINES PARK DISTRICT

**SECTION B**

**SUPPLEMENTARY CONDITIONS**

**SECTION I - GENERAL**

1. **A.I.A. Standard General Conditions**

The AIA Document A104-2017 "Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope where the Basis of Payment is a Stipulated Sum". Amendments and modifications shall take precedence over and modify the Articles of the AIA General Conditions with which they may be in conflict.

2. **Application**

The General Conditions and Supplementary General Conditions shall be used in conjunction with and are a part of any and all sections of the Specifications and all Contracts and Subcontracts that may be made for the completion of the work in all its parts as identified and described in the Contract Documents.

3. **Definitions**

**Contractor:** A firm, corporation or individual with whom the Owner makes a direct Contract for the construction of all or any portion of the work.

**Subcontractor:** A firm, corporation or individual other than employees of a Contractor with whom a Contractor or Subcontractor makes a contract to furnish labor, and/or materials, and/or services in connection with the project.

The words "approve," "equal to," "as directed," etc., are interpreted and will be taken to mean "to the satisfaction of the Owner." Samples shall be submitted and approvals shall be requested in ample time to avoid any delays should resubmission of an item be necessary.

4. **Contract Documents**

The Contract Documents shall consist of AIA Contract A-104, 2017, Invitation to Bid and Instructions to Bidders; the Form of Proposal, the Drawings, the Supplementary Conditions and the Specifications.

5. **Bonds**

a) With proposal, and attached thereto, each Bidder shall furnish Bid Security payable to the Owner in the amount of ten percent (10%) of bid.

b) Include allowance in Lump Sum Proposal for Performance Bond and Labor and Materials Payment Bond in amount of one hundred percent (100%) of Contract Price.

6. **Payment**

The Contractor may present estimate of work for which they desire a payment at the beginning of the month, based on cost of labor and material incorporated in the work. Estimate shall be a Sworn Statement and shall show relative amount of each item completed. Submit Partial Waivers of Lien, including for first payout, from Contractors, Subcontractors and Material Suppliers with Sworn Statement for monthly payout.

Payments will be made within approximately thirty (30) days after review by the Owner. Notwithstanding anything to the contrary contained in the contract documents, payouts are to be made by checks payable to the Contractor.

**The Contractor MUST submit a notarized, certified payroll as approved by the Illinois Department of Labor stating the wages paid to each craft of employee.**

Final Payment will be made within approximately thirty (30) days of final inspection and approval and receipt of all waivers, sworn statements, guarantee statements, and other documents set forth in the Contract Documents.

7. **Preparation of Bids**

Before submitting proposal, each Bidder shall examine carefully all documents pertaining to the work and visit the site to verify conditions under which work will be performed.

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and or pertinent State, County or local Codes, State of Labor and Material Markets, and has made due allowance in their bid for all contingencies.

Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes, insurance and contingencies, with overhead and profit necessary to complete those portions of the work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. Obtain all permits and arrange for all inspections. Pay all fees and costs incurred.

No compensation will be allowed by reason of any difficulties which the Bidder could have discovered prior to bidding.

8. **Permits, fees and Inspection**

Take out all permits and arrange for all inspections required by State, County, Local and other authorities having lawful jurisdiction. All permit fees will be paid for by Contractor.

9. **Subcontracts**

Contractors operating under direct contracts with the Owner may let Subcontracts for the performance of such portions of the work as are usually executed by special trades. All such Subcontracts shall be based on conformance with all pertinent conditions set forth in the General Conditions and other documents as well as the detailed requirements of the portions of the drawings and specifications which depict or describe the special item covered by the Subcontract. No work may be sublet without approval of the Owner, who reserves the right to disapprove any proposed Subcontractor whose record does not establish their experience, competence, and financial ability to perform the work.

10. **Materials**

Materials shall conform to the Drawings, Specifications, and all applicable sections of the State of Illinois, Department of Transportation, Standard Specifications for Road and Bridge Construction (current edition and supplements). Items of measurement and basis of payment shall not apply.

All materials are subject to the approval by the owner both before and after incorporation in the project.

All condemned material or work shall be removed from the premises.

11. **Law Compliance**

All project construction work shall comply with all State and Municipal Laws and Regulation and with all Local Ordinances and Rules pertaining to this work. Such Laws, Regulations, Ordinances and Rules shall be considered a part of these specifications.

All successful Contractors must comply with the provisions of the Illinois Human Rights Act dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation or written Sexual Harassment Policies. The Contract with the successful Bidder will provide for this requirement. The statutory provisions setting forth what such policies shall include as a minimum under the Act are on file with the District and available to the Contractor upon request.

**The Des Plaines Park District requires all Bidders to comply with all provisions of the Prevailing Wage Ordinance #18-04. This Ordinance specifies that no less than the general prevailing rate of wages as found by the Park District or Department of Labor or determined by a court on review shall be paid each craft or type of worker or mechanic needed to execute the contract or perform the work. A certified payroll will be required from Bidders for all employees performing work at job site upon completion of project.**

12. **Supervision**

The Contractor shall maintain a supervisory foreman (preferably English speaking) on the job-site at all times. The Contractor shall enforce strict discipline and good order among their employees and the Subcontractors at all times work is in progress. The Contractor shall not employ any unfit person or anyone unskilled in the work assigned to him.

13. **Equipment and Tools**

Furnish and maintain all equipment tools and apparatus, scaffolding, and all temporary work and materials necessary perform the work.

14. **Expediting**

Place orders for materials and equipment immediately upon receipt of Contract and follow up vigorously to insure adequate and timely supply to the work. Perform all tracings and expediting actions and arrange to get workmen in the job at the proper time to avoid delays.

15. **Existing Utilities**

The Contractor shall be responsible for locating and protecting all existing utilities, public and private, for the duration of the job. Prior to the commencement of any work, the Contractor shall notify all public and private utilities for the purpose of verifying, marking, and recording the locations of all underground or overhead utilities, temporary or permanent.

16. **Layout/Staking**

All layout and staking required through completion shall be the responsibility of the Contractor at no additional cost to the Owner. The Contractor shall maintain measuring

equipment on the site at all times for the purpose of establishing proper elevations and alignments.

17. **Testing and Observations**

The Contractor shall give Owner timely notice of readiness of work (24-48 hours prior) for all required observations, test, or reviews. Observations and test will be required prior to all paving operations.

If any work that is to be observed or tested is covered without the written concurrence of the Owner, it must, if requested by Owner, be uncovered for observation. Such uncovering shall be at the expense of the Contractor unless Contractor has given Owner timely notice of Contractor's intention to cover such work and Engineer, Architect or Owner has not acted with reasonable promptness in response to such notice.

18. **Acceptance Preceding Work**

Before starting any operation, the Contractor and Subcontractors shall examine work performed by others to which their work adjoins or is applied and report any condition that will prevent satisfactory accomplishment of their Contract. Failure to notify Owner in writing of deficiencies or faults in preceding work will constitute acceptance thereof and waiver of any claims of its unsuitability.

19. **Cutting and Patching**

When necessary to cut or alter completed work to accommodate another trade, the Contractor or Subcontractor for work in places, shall do all cutting for and repair portions of the work so disturbed. Where cutting is necessitated by fault or negligence of another contractor, all costs of cutting and repairing shall be borne by the party at fault.

20. **Damage to Current Work**

Each Contractor shall adequately protect all preceding work from damage caused by him or their works. All breakage or damage will be repaired by trade concerned at the cost of the party causing damage. Each Contractor however, shall be responsible for adequate protection of their own work against normal construction risks.

21. **Housekeeping**

Keep site of operations free from accumulations of rubbish and waste materials at all times. See that Subcontractors remove and dispose of their rubbish. Arrangements for removal and disposition of rubbish will be made by Contractors concerned at no cost to the Owner.

Should any Contractor or Subcontractor allow rubbish or waste material to accumulate on any portion of the site or in any portion of the building to such extent that the accumulation constitutes a hazard or obstructs the prosecution of the work in any way. The Owner may, if Contractor or Subcontractor at fault fails to remove such rubbish or waste materials within three (3) days after written notice to clear up the accumulation, engage prior labor or services of another Contractor to make necessary removal and disposition and to charge cost against monies due to Contractor or Subcontractor at fault.

22. **Protection**

a) **Property**: Each Contractor and Subcontractor shall take such precaution as are necessary adequately to protect from damage or deterioration and to safeguard from theft or pilferage, all materials, tools and equipment pertaining to thier work which are on the site of the buildings, whether stored or incorporated in the structure.

- b) **Safety:** Provide all barricades or other temporary protection as may be required by local authorities having lawful jurisdiction, or be considered of general safety, around all openings in floors and walls of the structure, and around all open pits or trenches in its vicinity.  
Contractor shall be responsible for provision of traffic control in and out of facilities where construction, excavation, paving etc., will interfere with access during regular working hours. Signage and barricades must be provided when leaving that site.  
The Contractor shall be responsible for locating and protecting all existing utilities.
- c) **Weather:** Each Contractor and Subcontractor shall at times provide protection against rain, snow, wind storms, frost or heat so as to maintain all work, materials, apparatus and fixtures, free from injury or damage.

At the end of each day's work, all new work subject to damage by the elements and all points where water or frost may enter any part of the structure, shall be covered.

- d) **Water:** General Contractor shall at all times protect excavations, trenches, and building from damage from rain water, snow, spring water, ground water, backing up of drains or sewers and all other water. They shall provide all pumps and equipment and enclosures required for such protection.

They shall also construct and maintain any temporary drainage necessary to direct or lead water away from the work and shall do all pumping necessary to keep excavation and lowest floor free of water at all times.

- e) **Damage:** All work damaged by failure to provide protection shall be removed and replaced with new work at expense of Contractor at fault.

23. **Guarantee**

The Contractor and/or Manufacturer shall provide a minimum one (1) year warranty for all materials and workmanship associated with the project.

24. **Insurance**

- a) **General:** The Contractor shall not commence work under the Contract until he has obtained all insurance required, and it has been approved by the Owner, nor shall Contractor allow any Subcontractor to commence work or any portion of the work until all insurance required of the Contractor and Subcontractor has been similarly approved by the Owner.

All such insurance shall be purchased only from companies licensed and duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. Said companies must have a policy holder's rating of A+ and a financial rating of AAAAA as stated in the latest edition of Best's Insurance Guide.

The insurance coverages must be maintained by the Contractor and the Subcontractor (where applicable) until all work is completed by the Contractor and accepted by the Owner are set forth in this section.

- b) **Automobile Liability:** Contractor shall obtain at their expense Comprehensive Automobile Liability Insurance providing for bodily injury and death coverage in

limits of an amount not less than \$1,000,000 per person and \$1,000,000 per accident, and property damage coverage in limits of an amount not less than \$1,000,000 per accident. The Contractor shall be the named insured and the Des Plaines Park District, public officials, employees and agents as additional insured.

- c) **Employer's Liability:** Contractor shall obtain at their expense insurance protecting Contractor from all liabilities that may be imposed under the Workmen's Compensation Act and the Workmen's Occupational Diseases Act of the State of Illinois. In the event any portion of the work is sublet, the Contractor shall require the Subcontractor similarly to provide such insurance for all their employees. The limit of liability afforded under the Employers Liability Policy shall not be less than the Illinois Statutory Limit.
  
- d) **General Liability:** Contractor shall obtain at their expense such comprehensive Public Liability and Property Damage insurance as shall protect him from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including loss of use resulting therefrom, which may arise from activities under or incidental to the Contract, both on or off the site, whether such activities by themselves, any Subcontractor or anyone directly or indirectly employed by any of the, or as otherwise may be herein specified. This provision shall be construed as requiring to Contractor to purchase and maintain Contractor's Protective Insurance and Contractual Insurance in like amounts.

Public Liability Insurance shall be in an amount not less than \$1,000,000.00 on account of any one occurrence, including accidental death. Property damage insurance shall be in an amount not less than \$1,000,000.00 for bodily injury per person with an aggregate limit of not less than \$2,000,000.00. If, as a result of any one or more occurrences the Owner shall decide that the foregoing property damage insurance aggregate limits have either been exhausted or are threatened to become exhausted, the Contractor shall immediately purchase, at their own expense, such additional property damage insurance as the Owner may direct.

- e) **Summary:** The required minimum coverages are summarized as follows:

1. Automobile	\$1,000,000 B.I. Per Person
	\$1,000,000 B.I. Per Person
	\$1,000,000 B.I. Per Person
2. Employer's Liability	
Ill. Statutory Limit	\$1,000,000 Min.
3. General Liability	\$1,000,000 B.I. Per Occurrence
	\$1,000,000 B.I. Per Person
	\$2,000,000 P.C. Aggregate Limit

- f) **Certificate of Insurance:** Within ten (10) calendar days after receipt of the "Written Notice to Proceed", the Contractor shall file with the Owner, a Certificate of Insurance showing complete coverage of all insurance required by this Section signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and

the dates of their expirations, with a further certification from said insurance companies that their policies will not be modified, amended, changed, cancelled or terminated without thirty (30) business days prior written notice to the Owner. Such certification must be in the form acceptable to the Owner. If any form of umbrella or excess coverage policy is utilized by the Contractor, the Owner reserves the right to require a copy of the entire policy.

***CERTIFICATE OF INSURANCE MUST STATE THAT “THE DES PLAINES PARK DISTRICT, IT’S AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONALLY INSURED.”***

25. **Indemnification**

- a) **Duty to Defend, Indemnify, Give Notice:** Contractor shall defend all suits brought against the Owner and their representatives, officers, agents, and employees by any person (whether employed by Contractor, or not) for damage to property and/or injury to persons (including death) alleged or claimed to have been caused by or through the performance by Contractor of the work, including work required by Guarantees or the condition of the site, and shall indemnify and hold harmless the Owner, their representatives, officers, agents and employees in their individual or their official capacities from and against all claims, damages, losses and expenses, including attorney's fees, cause by or growing out of, incidental to, the performance of the work covered by this Contract.

The Contractor shall pay, liquidate and discharge all claims or demands for personal injury (including death), and for loss of and damage to all property caused by, growing out of or incidental to the performance of the work by the Contract including, without limiting the foregoing thereto, damage to the work and other property of the Owner and including all damages for the obstruction of private driveways, streets and alleys and all costs and expenses of suits and reasonable attorney's fees.

The obligation set forth in this section shall, but not by way of limitation, specifically include all claims and judgment arising or alleged to arise under the Illinois laws regarding Structural Work (Illinois Revised Statutes, Chapter 48, Section 60 et seq.) and regarding the Protection of Adjacent Landowners (Illinois Revised Statutes, Chapter 17 1/2, Section 51 et seq.). In the event of any such injury (including death) or loss or damage (or claims therefore), the Contractor shall give immediate notice thereof to the Owner. The Contractor shall not be required to indemnify and hold Harmless the Owner, their representatives, officers, agents and employees of each of them, in their individual or their official capacities for such claims or demands which result solely from their own negligence.

- b) **Effect of Statutory Limitations:** In any and all claims against the Owner, their respective agents, employees and representatives in their personal capacities as individuals as well as in their public and official capacities, made by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this Section 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 any Workmen's Compensation Act, any Disability Benefit Act or any other Employee Benefit Act.

26. **Labor Law**  
The Contractor and each and every Subcontractor performing work at the site of the project to which this contract relates shall comply with applicable and provisions of all pertinent Federal, State, and Local Labor Laws.
27. **Final Cleaning**  
Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the curbs, sidewalks and parking lot and haul away from the job-site all debris created by thier work on the building and surrounding area.
28. **Time Schedule**  
Work under the Contract shall commence upon notice of "Written Notice to Proceed" and coordination by Owners and shall continue with due diligence until completion.
- Each Contractor or Subcontractor shall and does hereby agree that he will start and prosecute their work so as to cause no delay to the Contractor and that he will complete all work under their contract coincidentally with completion of Contractor's work.
- The Contractor shall submit an estimated time schedule setting up order of procedure and time allowed for each branch of work. Contractor shall make every effort to adhere to these schedules, but reasonable modifications will be permitted from time to time to compensate for delays due to strikes or conditions beyond Contractor's control, exclusive of weather.
29. **Avoidance of Delays**  
Each Contractor and Subcontractor shall be furnished a copy of the "Time Schedule" referred to above, and each shall so prosecute their work that he not only maintains their progress in accordance with the said Time Schedule but also shall cause no delays to other Contractors, either in person or through a Subcontractor, fail to maintain progress according to the approved Time Schedule or cause delay to another Contractor or Subcontractor, he shall furnish such additional labor and/or services or work such overtime as may be necessary to bring their operation up to schedule with no additional cost to Owner. Failure to maintain schedule or to the above steps to regain the agreed time schedule shall constitute default within the terms of the contract and grounds on which the Owner may have recourse to the Contractor's Surety for remedial action.
30. **Unit Prices and Measurement**  
Upon completion of the work, a final measurement will be conducted by the Contractor and Owner. Unit prices included in the bid proposal will be applied to the units measured to verify the final/total price of the work.
31. **Assignment**  
The Contractor or any Subcontractor shall not assign the Contract nor any monies due to become due to him hereunder, to any Person, Firm, or Corporation without previous written consent of the Owner.
32. **Extras**  
No extra work shall be allowed or paid unless a written proposal is made and accepted by the Owner in writing.

33. **Examination of Site**  
Before submitting proposal, contractors shall examine site. Such an examination will be presumed and no allowance will be made for extra labor or materials due to Contractor's failure to do so.
34. **Safety**  
The Contractor is responsible for the safe passage of pedestrian traffic for the duration of the job. Any precautionary measures, necessary warning signs, barricades, etc., required to inform the general public of potential hazards or dangers and as necessary to assist the Contractor in the performance of the work, shall be at their expense and provided for in their quoted price. Public safety is the foremost concern of the Owner, therefore failure by the Contractor to take a pro-active approach to safety is unacceptable. If necessary the Owner will take what ever steps are deemed appropriate, at the cost of the Contractor, to ensure the safety of the general public and our employees.
35. **Personnel**  
If any person employed on the work site be, in the opinion of the Owner intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of their duties, they shall be directed to cease work and vacate the job site immediately.
36. **Assignment or Subcontracting**  
The successful Bidder shall not, without written consent of the Owner make any assignments or subcontracts for the execution of any of the works hereby quoted. A list of all Sub-Contractors shall be submitted for approval by the Owner. Proof of insurance is required for all Sub-Contractors.
37. **Liens**  
No payment shall become due until the Contractor, if required, shall deliver to Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof 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. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
38. **Default**  
In case of default by the Contractor, the Owner may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
39. **Cancellation of Contract**  
In case of bankruptcy of the Contractor or failure of the Contractor to pay for supplies or workmen, or a work stoppage, or a failure by the Contractor to provide sufficient workmen for the job or sufficient material for the job, the Owner may terminate the contract and take over the completion of the project, applying the unpaid balance of money for the contract to the completion of the work and any extra expenses incidental thereto.
40. **Lien Waivers**  
Supporting partial Waivers of Lien for each Subcontractor, supplier and prime contractor must accompany each request for progress payment.

Waivers must spell out exact description of work performed for which Waiver is issued and state whether dollar amount is full amount received or amount of work less retainage, held by prime contractor.

For final payment it is necessary to submit final waivers in the full amount of the contracts for all Subcontractors, suppliers and prime contractors.

Waivers must be accompanied by a sworn statement listing Subcontractors and suppliers, the amount of their contracts and the amount requested.

## SECTION C

### GENERAL SPECIFICATIONS

#### 1. DESCRIPTION

The work to be performed under this contract shall be Pavement milling, full depth asphalt removal and replacement, overlay installation, crack filling and striping under Contract A. Asphalt walk removal, excavation and side walk construction under Contract B at the following Park District locations:

##### **Contract A**

1. **Administrative and Leisure Center**, 2222 Birch Street, Des Plaines. North parking lot, east drop-off drive and pathway at the green house and past playground.
2. **Prairie Lakes Pathway**, 515 E. Thacker/510 E. Algonquin Roads, Des Plaines. Pathway extending from Thacker to Algonquin road.
3. Diagrams attached.

##### **Contract B**

1. **Administrative and Leisure Center**, 2222 Birch Street, Des Plaines. Concrete Sidewalk and Curb Repairs at the north parking lot, east drop-off drive and pathway at the green house and past playground.
2. Diagram attached.

The responsibilities of the Contractor include the following:

1. Furnish all labor, supervision, materials, equipment and services necessary for proper execution of the work.
2. Protect all finished and unfinished work from public.
3. Equipment, materials and supplies may be stored at the work site at an appropriate location approved by the Project Manager that is considered best for work execution without jeopardizing safety.
4. A schedule of the project work operations shall be coordinated with the Project Manager to determine starting and estimating completion dates for the purpose of scheduling inspections and to reduce operational affects upon on-going activities.
5. Notify the Project Manager seventy-two hours (72) in advance of initiating construction.
6. Submit to the Project Manager literature providing manufacturer's technical information regarding materials and products used.
7. Provide general supervision of the work and issue instructions to subcontractors in regard to work schedules, assignment of work and storage areas, safety provisions, and coordination.
8. Comply with codes, ordinances, rules and legal requirements of authorities.
9. Secure all applicable permits and licenses. Cost of permits with the City of Des Plaines are waived.
10. Remove from site all extra excavated material, unless otherwise directed by Owner.
11. Damage to existing improvements, piping, conduit, lawns or structures shall be repaired by the Contractor at their own expense.
12. Abide by the Illinois Department of Labor Prevailing wages for Cook County, effective **June 1, 2018**.

## SECTION D

### PART 1a-ASPHALT

#### TECHNICAL SPECIFICATIONS

**Note:** All asphalt pavement improvements throughout these specifications shall meet or exceed the following methods, practices, standards, materials and units of measurements listed at each site. It is the responsibility of the Bidder to visit the sites and take their own field measurements for the purposes of obtaining bid prices. Square footage is only an approximation and allowances for errors or omissions in field measurements will not be granted.

In some cases, markings for patching will be applied by Owner, and/or indicated on drawings (if drawings are provided, quantities may be approximated by owner), if one is attached.

Prior to any paving work, all sub-grades and prepared base courses must be inspected and approved by the Owner.

#### **General Information:**

- A. All work in these specifications shall conform to the current edition of the “Illinois Department of Transportation, Standard Specification for Road and Bridge Construction”.
- B. The scope of work shall include the installation of aggregate base, prime coat, base coarse asphalt, surface coarse asphalt, crack filling, line painting, excavation and storm and inspection casting adjustments.
- C. Aggregate base course materials delivered to the site shall be machine spread and compacted each day. No more than four inches of aggregate base shall be compacted at one time. All aggregate base shall be compacted with a vibratory roller or plate compactor (for small patches).
- D. Bituminous materials shall be delivered to the site in suitable covered vehicles which allow the mixture to retain heat content. All bituminous materials delivered to the site shall be spread and compacted within two hours of mixing.
- E. Coarse aggregate materials shall not be placed on frozen or muddy sub-grade or when weather conditions are unfavorable for spreading and compacting.
- F. Paving shall only take place with the temperature ranges set forth in the IDOT Specifications.
- G. Line and symbol painting shall only take place when air temperature is above 45 degrees F and when no rain or fog conditions exist or are anticipated during a period of eight (8) hours after application.

#### **Products and Materials:**

- A. Coarse aggregate for base course construction:
  - 1. Shall comply with Section 705 of IDOT Specifications
  - 2. Quality: Class D or better
  - 3. Gradation: CA-6
  - 4. Base Course: Shall be Type A

- B. Bituminous Materials:
  - 1. Shall comply with Section 406 of IDOT Specifications
  - 2. Prime: shall conform to Article 406.02
  - 3. Binder Course: Class 1, mixture "B"
  - 4. Surface Course: Class I-11 (Class 1, mixture "C")
- C. Paint:
  - 1. OSHA approved fast-set paint
  - 2. Curbs yellow where indicated
  - 3. Parking spaces white
  - 4. Handicapped spaces white and blue
- D. Crack filler: High Spec Hot-Pour Rubber Asphalt Sealing Compound or product meeting Federal Specifications SS-s 164.

**Resurfacing of Parking Lots**

- A. Mill pavement 2", remove and dispose of all millings.
- B. Adjust and repair storm and inspection structures to accept all new pavement elevation and ensure positive drainage.
- C. **Prime coat entire area to be paved with Type B liquid asphalt tack coat at the rate of .1 gallons per yard.**
- D. **Resurface complete area with 2.5" of MOD-I-11-"C" bituminous surface coarse asphalt, rolled to a compacted thickness of 2.0" matching all existing grades and providing positive drainage. BITUMINOUS MIX TO BE ROLLED WITH AN 8 – 10 TON BOMAG OR DYNAPAK ROLLER.**
- E. If applicable, all wheel stops are to be removed prior to paving and replaced afterward.
- F. Layout and re-stripe entire area using OSHA approved fast set paint according to existing layout.

**Full Depth Patching: (Patching, pothole repairs)**

- A. Saw cut straight, vertical edges, remove full depth of asphalt, to remove existing deteriorated pavement as designated.
- B. Inspect aggregate base, fill with clean aggregate as necessary for compaction, re-grade, compact/roll as necessary with vibratory roller to attain proper grade and compaction.
- C. Prime all vertical edges of repair area with **CSS-1 Liquid Primer at .25 gallons per square yard.**
- D. **Install minimum 3" of compacted, binder course, Class I-B bituminous mix, matching even with the existing grade.**

**Storm Drain Adjustment:**

- A. Saw cut and/or air hammer asphalt around storm drain and perform full depth removal of asphalt. Saw cut and remove surface area a minimum of 4' square around each sewer, 16 s.f.
- B. Inspect and adjust as necessary with new "O" rings and/or blocks. Reinstall casting to meet existing or proposed new grade after paving.
- C. Construct 16 s.f. concrete surround with minimum 6" of stone aggregate base and 4" of reinforced concrete.

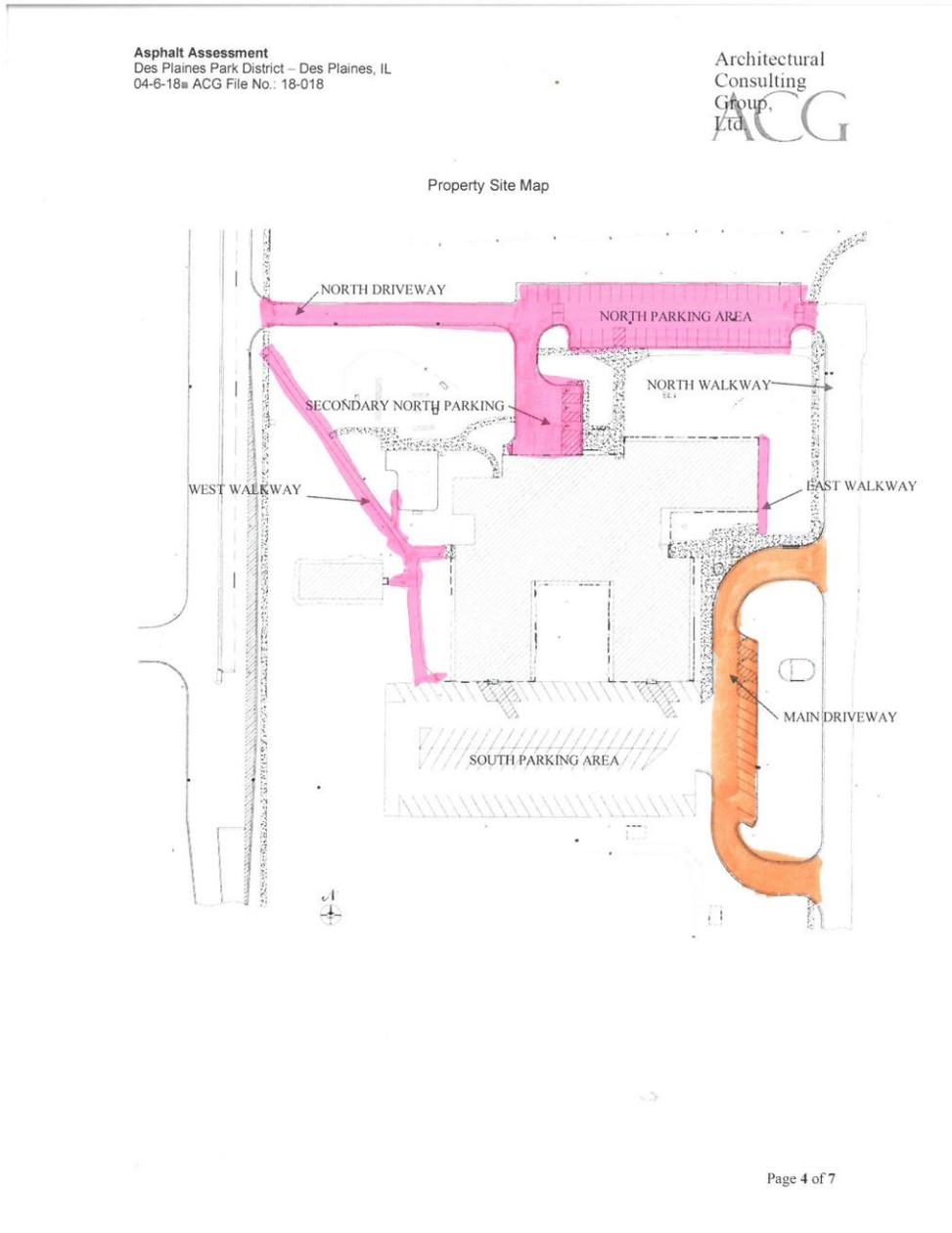
**Crack-filling:**

- A. Machine rout all cracks 3/8" or larger in size, and air blow them clean. Make certain that cracks are dry prior to filling them. Do not apply hot crack filler within 24 hours after rainfall or on a morning with heavy dew unless cracks are dried with a hot lance.
- B. All dust, dirt and moisture must be removed from the cracks. The debris from routing and blowing the cracks must be cleaned from the parking lots by blowing into the grass or shoveling and removing from site.
- C. Hot asphalt crack fill with Sealtight Hi-Spec, Hot-Pour Rubber Asphalt Sealing Compound or product of equal specifications meeting Federal Specifications of SS-S 164.
- D. Apply crack filler from a double-jacketed boiler, oil-jacketed, melter applicator with pump, taking care to meet manufacturer's specifications for material temperature. Use of an applicator with wand and squeegee is preferred, with the "**over-band**" method of application being used.

## SECTION D

### PART 1b-ASPHALT

#### SPECIFIC LOCATION AND SCOPE OF WORK



**PINK:** This represents an area to be milled 2 inches, including three storm drain adjustments with concrete aprons, and resurfacing to a depth of 2 ½ inches of surface course rolled to 2 inches. This also includes rebuilding two speed bumps in their current locations and restriping the lot.

**ORANGE:** This area represents a request for an alternate price on having the existing surface milled 2 inches, one (1) storm drain concrete apron, and resurfacing to a depth of 2 ½ inches of surface course rolled to 2 inches.

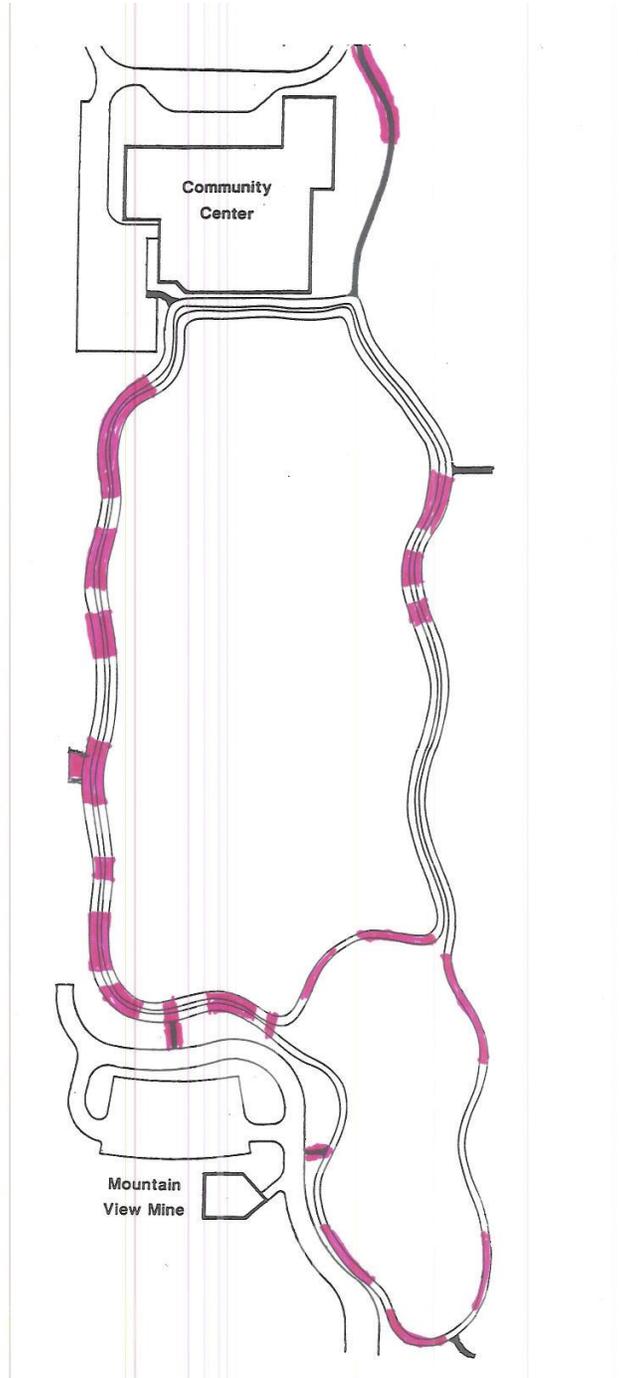
DES PLAINES PARK DISTRICT

**SECTION D**

**PART 1c-ASPHALT**

**SPECIFIC LOCATION AND SCOPE OF WORK**

DES PLAINES PARK DISTRICT



**PINK:** This represents areas equaling 5,000ft<sup>2</sup> to be milled 2 inches and resurfaced to a depth of 2 ½ inches of surface course rolled to 2 inches. Rout and Crack fill remainder of path & re-stripe entire path per existing center line.

**SECTION D**  
**PART 2a-CONCRETE**  
**TECHNICAL SPECIFICATIONS**

**Refer to SECTION C General Specifications for ALL Work in this Section**

**1.0 General Description**

1.01 Description of Work

- A. This work will consist of excavating topsoil, asphalt and other undesirable or unstable base materials, subgrade compaction, placement and compaction of aggregate base course, formwork installation, steel reinforcement installation, pouring and finishing of concrete, installation of control and expansion joints, removal of forms and backfilling.
- B. Contractor is responsible for setting grades and slope, to be approved by Owner. There is no construction or civil drawings for this work.
- C. Clean spoils from excavation can be stored on site and Owner will dispose of them. Acceptable spoils will be used for back fill by Contractor and Owner will top with topsoil and sod.
- D. Existing Asphalt pathway and base material to be removed and disposed of by contractor.

1.02 Standards

- A. All work required under this section shall conform to the current edition of the "ILLINOIS DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

1.03 Weather and Environmental Conditions

- A. No concrete shall be poured when the air temperature is below 45 degrees.
- B. No concrete shall be poured when rain or similar weather has been forecast or is occurring near the project site.

1.04 Submittals

- A. Submit shop drawings for all rebar reinforcement.

**1.1 Concrete Protection**

- A. Concrete shall be maintained in a continually moist condition for a minimum of seven (7) days after pouring.
- B. The air and ground temperature around the concrete shall be maintained at 45 degrees or higher.
- C. All concrete surfaces must be protected from weather conditions, including rain, snow, frost or hail, etc.
- D. All concrete surfaces must be secured and protected from graffiti, vandalism or similar damage. The Contractor will be responsible for the protection of each concrete pour until the concrete has had sufficient time to harden. Any concrete that is vandalized or receives graffiti must be removed and replaced by the Contractor at no additional expense to the Owner.

**1.2 Concrete Testing**

- A. The Contractor must provide test cylinders for any concrete work completed as part of this work. A total of one (1) test cylinder shall be filled from each truck load of concrete delivered to the site. Each cylinder shall be clearly marked with the date of delivery, location of pour, name of concrete supplier and load or delivery ticket number.
- B. Testing services will be arranged and paid for by the Owner. The Contractor will be responsible for the disposal of all un-tested cylinders.

**2.0 Products and Materials**

- A. Must be Mix #1 as shown below in concrete mixture matrix.
- B. Must have a compressive strength of 3,500 pounds per square inch at 14 Days.
- C. Must slump between two (2) to four (4) inches.
- D. Must be delivered to the job site and discharged from the truck within one (1) hour after mixing at the mixing plant.

**Concrete Mixture Matrix**

Design Mix #			Mix 1
Strength	PSI		3500
Slump Range	Inches		2 to 4
Air Content	%		4.5 to 7.5

<b>Material</b>	<b>Unit</b>	<b>Specification &amp; Description</b>	<b>Mix 1</b>
Cement	LB	ASTM-C150, Type 1	575
Fly Ash	LB	ASTM C618	
GGBF Slag	LB	ASTM C989	
Fine Aggregate	LB	ASTM C33, Natural Sand	1263
Course Aggregate	LB	ASTM C33, #57 Aggregate	1800
Course Aggregate	LB	ASTM C33, #8P-Grvl Aggregate	
Water	LB	ASTM C94, Potable	244
Water Reducing Agent	OZ	ASTM C494, Type A/D Mid-Range	
Air Entraining Agent	OZ	ASTM C260	*
Water Reducing Agent	OZ	ASTM C494, Type A/D	20.1
Calcium Chloride	OZ	ASTM C494, Type C	
*As Needed to Insure Proper A/E			

## 2.1 Equipment

- A. All equipment used to perform this work must conform to the relevant section of the IDOT Specifications.

## 3.0 Inspections

- A. Prior to the pouring of concrete, all formwork, steel reinforcing and base course preparation shall be inspected and approved by the Owner's Representative.
- B. The Contractor must provide a minimum of 48 hours of notice to the Owner's Representative to schedule inspections.

## 3.1 Preparation

- A. The Contractor must excavate and remove all topsoil, asphalt or unsuitable soils to obtain a clean compacted clay subgrade elevation for concrete installation.
- B. Existing Asphalt pathway and base material to be removed and disposed of by contractor.
- C. Any soils encountered, which prohibit the construction of concrete on structural clay, shall be removed. Compacted aggregate base material must then be added to compensate for removal of unsuitable or organic soils.
- D. A four (4) inch minimum compacted thickness of aggregate base material, or as otherwise shown on the details, must be installed over the prepared and compacted subgrade.

**3.2 Spoils**

- A.. Topsoil spoils from excavation of soil where new walks are being installed may be stockpiled and left on site in the area designated by the Owner.
- B. The Contractor will receive approval from the Owner in regards to which soils are acceptable for remaining on site. The Contractor will be responsible for the disposal of soils not approved by the Owner.
- C. The Owner may use approved spoils to backfill along the new sidewalk and curbing where needed.
- D. For accepted soils left on site as a berm or small hill, the Contractor will be responsible for providing a rough grade.
- E. The Owner will be responsible for fine grading and seeding the site.

**3.3 Installation**

- A. All formwork must be constructed to the horizontal and vertical lines and grades shown on the plans. Forms must be sufficiently staked and braced to eliminate any movement after concrete has been poured. Any deflection in formwork will result in the removal and replacement of the affected area or concrete, subject to the review. Formwork must remain in place for a minimum of twenty-four (24) hours or until the concrete has had sufficient time to set up.
- B. **No wire mesh is to be installed in the concrete.**
- C. Expansion joints must be installed against existing concrete and stationary objects and where indicated on plan. Expansion joints must be made of a water resistant asphalt fiber material and sized as follows:

Concrete Walks & Slabs: 1/2" Wide  
Concrete Curbs: 3/4" Wide

Expansion joints must be located as follows or where indicated on plan:

Concrete Walks: 30.0' On Center  
Concrete Curbs: 25.0' On Center

The top of the expansion joint material must be installed a minimum

of 1/4 below the finish grade of the concrete surface.

D. Concrete Finishing

1. Walks must be finished by floating, steel troweling, tooled scoring, and edging, and medium broom finishing perpendicular to the path of pedestrian travel. Install 1/2" Deep by 1/2" Wide tooled scoring joints at five (5) feet on center or as indicated on plan.
2. Curbs, stairs and walls must be finished by vibrating, floating, steel troweling, tooled scoring, edging, chamfering, and medium broom finishing, unless otherwise indicated on the plans and details.

E. Clean-Up

1. All concrete must be clean and free of any debris, mortar, or dirt, etc. Acceptable methods of cleaning include power washing or sweeping.
2. All fence posts, bench legs, table, legs, litter receptacle legs or sign posts, etc, which come into contact with poured concrete must be clean and free of any concrete debris.



The following descriptions refer to the highlighted areas on page 30:

**GREEN:** This area represents an existing asphalt walk to be completely removed and replaced with a concrete walkway at the same width.

**PINK:** This area represents sections of curb to be removed and replaced equaling 65 linear feet.

**BLUE:** This area represents locations for new concrete sidewalk where there is currently none at a width of 6 feet. The current sign bed on the east side of the location will be amended by the Owner to allow for the new sidewalk to continue in a straight line. In addition there are three locations where the curb will need to be amended and ADA tactile pads installed in compliance with all ADA standards regarding slope and angle.

**ORANGE:** This area represents locations for new concrete sidewalk where there is currently none at a width of 5 feet. In addition there is one location where the curb will need to be amended and ADA tactile pads installed in compliance with all ADA standards regarding slope and angle.

**PURPLE:** This area represents a request for an alternate price to remove the existing asphalt and replace with a concrete walkway at a 5 foot width.

# SECTION E

## FORM OF PROPOSAL-PARKING LOT REPAIRS

Proposal of \_\_\_\_\_, hereinafter called "THE BIDDER", (a/an) doing business as a Contractor. \_\_\_\_\_ (corporation, partnership, individual)

To the Des Plaines Park District, hereinafter called the "Owner".

The Bidder, in response to your advertisement for bids for **Asphalt Repairs** at the Des Plaines Park District, having examined the Specifications and other documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Des Plaines, Illinois.

**Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents: If applicable...**

**Numbers:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Bidder hereby agrees to start work within ten (10) days after receipt of "Notice to Proceed" from the Owner and to substantially complete the project as specified in the "Instructions to Bidders". Bidders agree to perform all of the work described in the Specifications and shown on the Drawings for the following:

1. Administrative and Leisure Center

Parking Lots: \$ \_\_\_\_\_ NORTH PARKING AREA

\$ \_\_\_\_\_ MAIN DRIVE

2. ALC West Walkway \$ \_\_\_\_\_

3. ALC East Walkway \$ \_\_\_\_\_

4. Prairie Lakes Park Pathway 5,000ft<sup>2</sup> \$ \_\_\_\_\_

**Total Lump Sum: \$ \_\_\_\_\_**

UNIT PRICING:

Speed Humps \$ \_\_\_\_\_ each

Crack fill l.f. \$ \_\_\_\_\_

2" Mill and pave s.f. \$ \_\_\_\_\_

Full Depth Remove (3")  
And Replace (3.5") \$ \_\_\_\_\_

Striping per l.f. \$ \_\_\_\_\_

ADA Stall Paint \$ \_\_\_\_\_ each

**FORM OF PROPOSAL-CONCRETE SIDEWALK AND CURB REPAIRS**

Proposal of \_\_\_\_\_, hereinafter called "THE BIDDER", (a/an) doing business as a \_\_\_\_\_ (corporation, partnership, individual).

To the Des Plaines Park District, hereinafter called the "Owner".

The Bidder, in response to your advertisement for bids for **Concrete Sidewalk and Curb Repairs** at the Des Plaines Park District, having examined the Specifications and other documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Des Plaines, Illinois.

**Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents: If applicable...**

**Numbers:** \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_,

Bidder hereby agrees to start work within ten (10) days after receipt of "Notice to Proceed" from the Owner and to substantially complete the project as specified in the "Instructions to Bidders".

Bidders agree to perform all of the work described in the Specifications and shown on the Drawings for the following:

- 1. Northwest sidewalk removal/replacement w/ curb cut and ADA pad \$ \_\_\_\_\_  
Coordinates with the green highlighted section on the drawing
- 2. Curb removal and replacement: \$ \_\_\_\_\_  
Coordinates with the pink highlighted section on the drawing
- 3. East sidewalk installation w/ curb cut and ADA pads \$ \_\_\_\_\_  
Coordinates with the blue highlighted section on the drawing
- 4. Northeast sidewalk installation w/ curb cut and ADA pad \$ \_\_\_\_\_  
Coordinates with the orange highlighted section on the drawing

**Total Lump Sum: \$ \_\_\_\_\_**

- 5. ALTERNATE #1: Greenhouse sidewalk \$ \_\_\_\_\_  
Coordinates with the purple highlighted section on the drawing

**UNIT PRICING:**

Price per linear foot for additional curb removal and replacement \$ \_\_\_\_\_

Price per square foot for additional concrete walk \$ \_\_\_\_\_

Unit price per cubic yard for removal of spoils \$ \_\_\_\_\_

**CONTINUED:FORM OF PROPOSAL FOR ASPHALT REPAIRS/CONCRETE  
SIDEWALK AND CURB REPAIRS**

Accompanying this is a \_\_\_\_\_ (Bid Bond, Certified Check, Cashier's Check) in the amount of \$ \_\_\_\_\_ (dollars), the same being subject to forfeiture in the event of default by the undersigned. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and/or all bids and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

The Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That they have not solicited or induced any person, firm, corporation to refrain from bidding.
- D. That they have not sought by collusion or otherwise to obtain for themselves any advantage over any other bidder or over the "Owner".
- E. That they will comply with all provisions of the Prevailing Wage Ordinance #12-6 adopted by the Des Plaines Park District.

All contracts for work herein are subject to the provisions of Chapter 48, Sections 39s-1 through 39s-12, Illinois Revised Statutes providing for the payment of the prevailing rate of wage to all laborers, workers and mechanics engaged on the work. Copy of Illinois Department of Labor prevailing Wage for Cook County effective June 1, 2012.

- F. That they are in compliance with the Criminal Code Act of 1961, Article 33E-11, Public Contracts, and Public Act 85-1295.
- G. That all materials, methods and workmanship shall conform to the drawings, specifications, manufacturer's standards and specifications.

DES PLAINES PARK DISTRICT

FIRM NAME \_\_\_\_\_

BY \_\_\_\_\_

ADDRESS \_\_\_\_\_

(Sign and Date)

BY: \_\_\_\_\_

(Sign and Date)

PHONE: \_\_\_\_\_

DES PLAINES PARK DISTRICT

**SECTION E**

**CERTIFICATION**

I, \_\_\_\_\_(Individual), having been first duly sworn on oath,  
do depose and state that I presently reside at \_\_\_\_\_(Address)  
and, that I am the duly authorized principal, officer or agent of \_\_\_\_\_(Name  
of Contractor) \_\_\_\_\_and do hereby certify to Des Plaines Park District,  
its Commissioners, officers, and employees that neither I nor \_\_\_\_\_  
(Name of Contractor) are barred from bidding on the project for which this bid is submitted, as  
result of violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of  
Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28, 1961, as  
amended. Individually and on behalf of Contractor subscribed and sworn to before me  
  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

- Notary Public -

My commission expires: \_\_\_\_\_

 **AIA** Document A104™ – 2017

**Standard Abbreviated Form of Agreement Between Owner and Contractor**

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

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

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

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

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

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

The Owner and Contractor agree as follows.

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

1



TABLE OF ARTICLES

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

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

2

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

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

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

**§ 2.3 Substantial Completion**

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

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

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

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

Portion of Work	Substantial Completion Date

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

**ARTICLE 3 CONTRACT SUM**

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

(Check the appropriate box.)

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

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

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

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

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

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects’ legal counsel, copyright@aia.org.

3

**§ 3.2.2 Unit prices, if any:**

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

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

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

*(Identify each allowance.)*

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

**§ 3.3 Cost of the Work Plus Contractor's Fee**

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

**§ 3.3.2** The Contractor's Fee:

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

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

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

**§ 3.4.2** The Contractor's Fee:

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

**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

4

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

**§ 3.4.3.3 Unit Prices, if any:**

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

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

**§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:**

*(Identify each allowance.)*

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

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

**§ 3.4.3.6** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

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

**§ 3.5 Liquidated damages, if any:**

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

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

**ARTICLE 4 PAYMENT**

**§ 4.1 Progress Payments**

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

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the \_\_\_\_\_ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the \_\_\_\_\_ day of the \_\_\_\_\_ month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

%

**§ 4.2 Final Payment**

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

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

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

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Other (Specify)

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

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

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

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

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

§ 6.1.3 The Supplementary and other Conditions of the Contract:

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

§ 6.1.4 The Specifications:

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

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

§ 6.1.5 The Drawings:

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

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

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

7

§ 6.1.6 The Addenda, if any:

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

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

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

.1 Other Exhibits:  
(Check all boxes that apply.)

- Exhibit A, Determination of the Cost of the Work.
- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)
- The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

8

## **ARTICLE 7 GENERAL PROVISIONS**

### **§ 7.1 The Contract Documents**

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

### **§ 7.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### **§ 7.3 The Work**

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

### **§ 7.4 Instruments of Service**

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

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

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

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### **§ 7.6 Digital Data Use and Transmission**

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

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

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

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

9

#### **§ 7.8 Severability**

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

#### **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

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

#### **§ 7.10 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

### **ARTICLE 8 OWNER**

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

**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

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

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

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

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

10

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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

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

**§ 9.1.1** 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.

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

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

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

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

### **§ 9.3 Labor and Materials**

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

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

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

### **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

11

that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

#### **§ 9.5 Taxes**

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

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

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### **§ 9.7 Allowances**

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

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

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

#### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

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

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design

init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

12

shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### **§ 9.10 Use of Site**

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

#### **§ 9.11 Cutting and Patching**

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

#### **§ 9.12 Cleaning Up**

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

#### **§ 9.13 Access to Work**

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

#### **§ 9.14 Royalties, Patents and Copyrights**

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

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

13

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

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

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

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

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

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

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

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

#### **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

14

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

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

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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

#### **ARTICLE 13 CHANGES IN THE WORK**

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

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

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

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### **ARTICLE 14 TIME**

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

15

anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## **ARTICLE 15 PAYMENTS AND COMPLETION**

### **§ 15.1 Schedule of Values**

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

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

### **§ 15.2 Control Estimate**

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

§ 15.2.2 The Control Estimate shall include:

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

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

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

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

### **§ 15.3 Applications for Payment**

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

16

**§ 15.3.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 15.3.3** 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 stored, and protected from damage, off the site at a location agreed upon in writing.

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

#### **§ 15.4 Certificates for Payment**

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

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

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

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA™ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA™ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

17

**§ 15.5 Progress Payments**

**§ 15.5.1** 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.

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

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

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

**§ 15.6 Substantial Completion**

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

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

**§ 15.6.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

**§ 15.7 Final Completion and Final Payment**

**§ 15.7.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 15.7.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

18

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

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

19

**ARTICLE 17 INSURANCE AND BONDS**

**§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

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

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

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ 17.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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

**§ 17.1.6** Employers' Liability with policy limits not less than (\$ ) each accident (\$ ) each employee, and (\$ ) policy limit.

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

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

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

**§ 17.1.10** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

20

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. 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.

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

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

Coverage	Limits
----------	--------

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

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

**§ 17.2.2 Property Insurance**

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

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

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

21

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

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 17.2.2.7 Waiver of Subrogation**

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

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

Coverage

Limits

**§ 17.3 Performance Bond and Payment Bond**

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

Init.

/

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

22

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

#### ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, 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 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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

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

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

#### ARTICLE 19 MISCELLANEOUS PROVISIONS

##### § 19.1 Assignment of Contract

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

##### § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

##### § 19.3 Tests and Inspections

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

§ 19.4 The Owner's representative:  
(Name, address, email address and other information)

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

23

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

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

#### ARTICLE 20 TERMINATION OF THE CONTRACT

##### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

24

### **§ 20.3 Termination by the Owner for Convenience**

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

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

## **ARTICLE 21 CLAIMS AND DISPUTES**

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

### **§ 21.2 Notice of Claims**

**§ 21.2.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### **§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

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

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

**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@iaa.org](mailto:copyright@iaa.org).

25

arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

**§ 21.10 Continuing Contract Performance**

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

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor 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 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

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

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

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

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

Init.

AIA Document A104™ – 2017 (formerly A107™ - 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

26