VILLAGE OF LA GRANGE
Administration Department

BOARD REPORT

TO: Village President, Village Clerk, Board of Trustees, and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager
Andrianna Peterson, Assistant Village Manager

DATE: September 23, 2013

RE: **AWARD OF CONTRACT – STONE AVENUE TRAIN STATION RENOVATION PROJECT**

Built in 1901, the Stone Avenue Train Station on Burlington Avenue is one of the Village's most recognizable and architecturally significant buildings. The station is owned by the Burlington Northern Santa Fe Railroad and is maintained and operated by the Village through a lease agreement with Metra.

As we all know, the Stone Avenue Station needs repair. The Village Board identified the restoration of the structure as an important strategic objective not only for the benefits provided to commuters, but also because of its iconic value to the community as a whole and particularly to the West End Business District.

Conceptual Design and Project Funding

In 2008, the Village entered into a contract with Legat Architects for Phase 1 conceptual design services. Legat evaluated the Station, outbound shelter, and adjacent grounds and provided several improvement options and budget estimates for the project for planning purposes. The conceptual design drawings created during this phase constitute a master plan for the renovation of the station building, the outbound platform shelter, improvements to enhance the grounds as a public gathering place, and improvements to enhance pedestrian mobility within the West End Business District at an estimated cost ranging between $3.0 million to $4.0 million.

In tandem with the conceptual design work, the Village acquired two grants to renovate the station. The first grant is from the West Suburban Mass Transit District in the amount of $385,000. The second grant is from the Federal Transit Administration, which was secured by Congressman Lipinski in the amount of $700,000. These two grants combined constitute the project budget for the first phase of the station renovation.

The Village also received a technical assistance grant from the RTA for pedestrian and mobility improvements within the general vicinity of the train station. The result was a

technical planning document. That document is being used as a resource guide and reference material for future station and non-station improvements.

The Village Board prioritized the renovations that could be accomplished with the available grant funds and directed staff to move forward with a project scope which seeks to stabilize building integrity.

Agreements with Metra and Legat

The standard rules related to the federal and local grants required the Village to enter into various agreements with Metra including grant-related agreements and, most importantly, a comprehensive new station operation and maintenance agreement. The Village Board approved those agreements in September 2011.

At the same time, the Village Board approved an agreement with Legat to cover Phase 2 (plans and specifications) and Phase 3 (bidding and field work) services on the project.

First Two Bidding Attempts

The Village let the project for bid for the first time in November 2012. Bids were opened in December 2012. All six bids exceeded the project budget and Legat's construction estimate by 18% to 54%. As a result of the budget constraints, the Village Board rejected all bids and directed staff to rebid the project with a revised scope estimated to be within the budget.

A revised project was let for bid in April 2013. Four bids were received in May 2013. Two bids were generally within budget, but those bidders did not meet the required targets for participation of Disadvantaged Business Enterprises (DBE's). The only bid that met the DBE requirement was over budget. The Village Board thus again rejected all bids and directed staff to further revise and rebid the project.

Current Bidding Result / Project Scope

After further changes to the scope of the project, the project was bid for a third time in July. One bid was received, from Boller Construction Company as follows:

Base Bid Amount	Proposed Alternates	Total
$919,000	$523,000	$1,432,000

A worksheet reflecting Boller's base bid and its bids for each alternate bid is attached. Notably, several project elements were removed from the base bid or included using alternate materials and re-categorized as alternates in order to stay within budget.

The base bid largely consists of the following work items: 1) replacement of the roof, gutters and downspouts; 2) station tuckpointing; 3) replacement of doors and light fixtures; 4)

completion of the platform area under the outbound shelter, and 5) regrading of the Burlington Avenue approaches to the station.

The following work items which had to be reclassified as alternates in order to meet budget parameters include: 1) removal of the paint and repainting of the outbound shelter structure, 2) built-in wood benches, 3) historical signage, 4) window replacement and 5) interior renovations such as plaster and paint.

Historic and quality building materials are also still priorities of the base project. Slate roofing and copper gutter materials were originally specified, however, alternative products were identified (i.e. a 100% recyclable polymeric roofing material) that still has the historic sensitivity that the structure commands, but at a cost that the budget could accommodate.

Additional information regarding bid alternates is provided later in this report.

Legat reviewed Boller's bid and Boller's capability to complete the work properly, and Legat recommends awarding the contract to Boller (see attached recommendation). Metra and BNSF also have reviewed Boller's bid and concur with Legat's recommendation.

Staff therefore recommends that the Village Board authorize a contract with Boller Construction Company, Inc. for the Stone Avenue Train Station Renovation Project in the amount of $919,000.

Budget Summary

The following table provides a summary of the revenues and expenses for the project:

Stone Avenue Station Renovation Project	
Revenues	
Congressional Grant	700,000
West Suburban Mass Transit District Grant	385,000
Total	**1,085,000**
Expenses	
Architectural Administration Services	100,708
Construction	919,000
Construction Contingency (7.1%)	65,292
Total	**1,085,000**

In addition but related to the Project, a grant of $40,000 has been provided by the West Suburban Mass Transit District for security systems at the La Grange Road and Stone Avenue stations. A staff recommendation regarding that proposed work will be finalized and submitted to the Village Board for approval under a separate process.

Two Desirable Bid Alternates

Budget constraints do not allow the Village Board to consider alternate items for the project at this time. Although each of the various alternate items are useful to the project, there are two alternate items that staff has identified as most significant to the finished project. These items, totaling $74,000, are as follows:

1. Remove existing paint and repaint outbound canopy structure (Item 1 on the alternate list) - $45,000
2. Train Station Interior Renovations (Item 4 on the alternate list) - $29,000

With the Village Board's concurrence, staff will advise Boller Construction that the Village may add these alternate items to the project via change order if sufficient funds become available as part of the current project budget (e.g. – no unknown conditions which would have required the expenditure of contingency funds) or, receipt of additional funding.

While the Village Board can substitute alternative items to the ones suggested by staff, these items have been recommended because they represent components of the structures that are: 1) rapidly deteriorating; 2) highly visible; and 3) require environmental remediation by a certified sub-contractor which will already be on-site for other components of the project. Additionally, these two identified projects will help create a more finished appearance to the overall completed project.

Staff has identified a potential funding source for these two alternate items. In addition to the $385,000 grant from the West Suburban Mass Transit District included in the project above, the WSMTD approved $68,018 for / as matching funds for future grant opportunities related pedestrian and mobility improvements adjacent to the Stone Avenue Station. Those funds originally were intended to match grant funds from the Illinois Transportation Enhancement Program (ITEP) last year. The Village subsequently learned that its ITEP application was not funded. However, the WSMTD has reserved those funds for other Village matching fund opportunities.

Because of its investment and underlying support of the Village's planning efforts, the Regional Transportation Authority (RTA) has facilitated the resubmission of the Village's application for the current round of ITEP funding. The RTA also will consider whether the RTA will provide the Village with the required matching funds ($77,000) if ITEP funds are received. If the Village does receive ITEP funds but the RTA does not fund the grant match, then the Village will be required to contribute the matching funds itself if the Village accepts the ITEP funds. A potential source of money for the Village to use as the matching funds is the $68,018 WSMTD funds noted in the preceding paragraph. The Village does not expect to hear whether it has been awarded ITEP funds until November 2013. The RTA's decision on the $77,000 matching funds is anticipated soon thereafter.

Staff will keep the Village Board apprised of the status of the ITEP and RTA funding, and a staff recommendation regarding the two identified alternate items will be forthcoming at the appropriate time.

Project Schedule

A pre-construction meeting among Village representatives, Boller Construction representatives and Metra was held on September 12, 2013, primarily to review technical contract matters and discuss the various requirements and logistical aspects of the project. No final decisions were made on scheduling or other matters, but assuming that the Village Board approves the contract with Boller, a preliminary schedule is anticipated the week of September 30, 2013. The project completion date is expected to be May 30, 2014.

Under the construction contract, the contractor will be required to provide a phasing plan for the work that allows some form of access to the ticket agent and the platforms at all times during the project. Once that phasing plan is finalized the key elements of it will be communicated to commuters and residents, and to adjacent schools and businesses as well.

Train schedules are expected to remain unaffected by the work, except possibly for some periodic, minor delays resulting from trainmaster safety (flagging) requirements.

Recommended Action

Staff recommends that the Village Board:

1) Approve a contract with Boller Construction Company, Inc. in the amount of $919,000 for the Stone Avenue Train Station Renovation Project, conditioned on Boller's submission of all required bonds and other required contract documentation.

2) Authorize staff to advise Boller Construction that the Village may add Alternate No. 1 (repaint outbound canopy structure) in the amount of $45,000 and Alternate No. 4 (interior renovations to the train station) in the amount of $29,000, to the project via change order if sufficient funds become available as part of the current project budget or receipt of additional funding.

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the ~~day of in the year~~
~~(In words, indicate day, month and year.)~~Nineth day of September in the year 2013

BETWEEN the Owner:
~~(Name, legal status, address and other information)~~
Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525

and the Contractor:
~~(Name, legal status, address and other information)~~
Boller Construction Company, Inc.
3045 West Washington Street
Waukegan, Illinois 60085

for the following Project:
~~(Name, location and detailed description)~~2009-014

Renovations to the Stone Avenue Metra Station

The Architect:
~~(Name, legal status, address and other information)~~
Legat Architects, Inc
2012 Spring Road, Suite 175
Oak Brook, IL 60523

The Owner and Contractor agree as follows.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

COPY

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 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.** This document was produced by AIA software at 11:50:18 on 09/09/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No. 212011.00

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, ~~Specifications,~~ Project Manual, Addenda issued prior to execution of this Agreement, ~~other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.~~ and other documents enumerated in Article 9.. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.~~An enumeration of the Contract Documents, other than a Modification, appears in Article 9.~~

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be ~~the date of this Agreement unless a different date is stated below or provision is made for the date to be~~ fixed in a notice to proceed issued by the Owner.
~~*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*~~

~~If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:~~

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

§ 3.3 The Contractor shall achieve Substantial Completion and Owner Occupancy of the entire Work not later than ( ) ~~days from the date of commencement, or as follows:~~:

~~*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*~~

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 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. This document was produced by AIA software at 11:50:18 on 09/09/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No. 212011.00

The Date of Substantial Completion and Owner Occupancy is established as May 30, 2014.

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
~~(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)~~

ARTICLE 4 CONTRACT SUM

§ 4.1 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 Nine Hundred Nineteen Thousand Dollars ($ 919,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract 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.)~~
None.

§ 4.3 Unit prices, if any:
~~(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price Per Unit ~~($0.00)~~($ 0.00)
None.		

§ 4.4 Allowances included in the Contract Sum, if any:
~~(Identify allowance and state exclusions, if any, from the allowance price.)~~

Item	Price
Maintenance of Masonry Allowance	$50,000.00
Door Hardware Allowance	$6,500.00
Inspecting and Testing Allowance	$3,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 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.

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

A pencil copy (3 copies) is mandatory for the Owner and Architect's review 5 days in advance of the hard copy application. Based on direction from the Owner , the Contractor shall revise the application and resubmit to the Owner and Architect prior to the date outlined in paragraph 5.1.3.

§ 5.1.3 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 due to the Contractor not later than the 15th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of any amount due shall be made by the Owner not later than ~~( )~~ 30 days after the Architect receives the Application for Payment.

~~(Federal, state or local laws may require payment within a certain period of time.)~~

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 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. This document was produced by AIA software at 11:50:18 on 09/09/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No. 212011.00

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect~~ Owner may require. This schedule, unless objected to by the ~~Architect,~~ Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (%). Pending final determination of cost to the Owner of changes in the Work,~~ 10 percent amounts not in dispute shall be included as provided in Section 7.3.9 of ~~AIA Document A201™–2007, General Conditions of the Contract for Construction;~~the General Conditions;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction ~~(or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);~~less retainage of 10 percent;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Owner or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of ~~AIA Document A201–2007.~~the General Conditions.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less ~~such amounts as the Architect~~ retainage of 5 percent of the full amount of the Contract Sum and less such amounts as the Owner, on advice of the Architect, shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and ~~*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*~~

~~.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.~~

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
~~*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*~~

Owner, in its sole discretion, may determine to reduce the percentage of retainage to an amount not less than 5 percent of the full Contract Sum after 85 percent of the Work is complete.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 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 12.2.2 of ~~AIA Document A201–2007,~~ the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 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.** This document was produced by AIA software at 11:50:18 on 09/09/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No. 212011.00

§ 5.2.2 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 6 DISPUTE RESOLUTION~~

~~§ 6.1 INITIAL DECISION MAKER~~

~~The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.~~

~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

~~§ 6.2 BINDING DISPUTE RESOLUTION~~

~~For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:~~

~~*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*~~

~~[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other *(Specify)*~~

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of ~~AIA Document A201–2007.~~the General Conditions.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of ~~AIA Document A201–2007.~~the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of ~~AIA Document A201–2007~~ the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

~~§ 8.2 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.)*~~

~~–%~~

§ 8.3 The Owner's representative:

~~(Name, address and other information)~~

Andrianna Peterson

Village of La Grange

53 South La Grange Road

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 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.** This document was produced by AIA software at 11:50:18 on 09/09/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No. 212011.00

La Grange, Illinois 60525

§ 8.4 The Contractor's representative:
~~(Name, address and other information)~~
Mr. Joshua Boller, President
Boller Construction Company, Inc.
3045 West Washington Street
Waukegan, Illinois 60085

§ 8.5 ~~Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.~~Contractor's representative shall not be changed without 10 days written notice to Owner (see section 3.9 of the General Conditions).

§ 8.6 Other provisions:

§ 8.6.1 Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the Work. Contractor shall provide and erect barricades or other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

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

§ 8.6.3 Contractor's Certification under Article 33E of the Criminal Code of 1961 is attached to and incorporated by reference in the Contract.

§ 8.6.4 Contractor's Certification regarding compliance with Sexual Harassment Provision of the Illinois Human Rights Act is attached to and incorporated by reference in the Contract.

§ 8.6.5 Contractor shall notify Owner at least 48 hours in advance of any delivery of major materials to the Project site and shall give notice of receipt of materials and equipment that Owner has indicated or customarily would want to inspect prior to incorporation into the Work. Contractor shall likewise provide Owner with a similar advance notice prior to commencement of the Work, prior to resumption of the Work in the event of a temporary suspension lasting longer than 72 hours, and at such other time intervals during the progress of the Work as requested by Owner.

§ 8.6.6 Contractor shall comply with all federal, state, and local laws, rules and regulations applicable to the Work, including without limitation all building codes, the American with Disabilities Act, and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

.1 Prevailing Wages: The Contractor and all subcontractors must pay prevailing wages as determined by the U.S. Department of Labor to all laborers and mechanic working on the Project. The Contractor and all subcontractors must submit certified payrolls to the Owner weekly. The Owner will submit the certified payrolls weekly to Metra. Labor and wages standards applicable to the Project are set forth in Exhibit E and Exhibit J to this Agreement.

.2 Affirmative Action: The Contractor and all subcontractors must comply with the standards for minority and female participation on the Project. The Affirmative Action and Equal Employment Opportunity requirements applicable to the Project are set forth in Exhibit D and Exhibit I to this Agreement.

.3 Disadvantaged Business Enterprise: The Contractor is responsible for complying with federal regulations applicable to Disadvantaged Business Enterprise participation in the Project. The DBE requirements applicable to the Project are set forth in Metra's "Disadvantaged Business Enterprise (DBE) Compliance Requirements" set forth in Exhibit K to this Agreement.

Init.

/

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 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. This document was produced by AIA software at 11:50:18 on 09/09/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No. 212011.00

(1416255311)

.4 Non-Discrimination: The Contractor by signing this Agreement certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The same certification is required of every subcontractor. The requirements relating to nondiscrimination applicable to the Project are set forth in Exhibit D to this Agreement. The civil rights requirements applicable to the Project are set forth in Exhibit F to this Agreement. The failure of the Contractor or any subcontractor to meet these requirements will be a breach of this Agreement.

.5 Prompt Payment: The Contractor shall pay a subcontractor for the satisfactory performance of its subcontract not later than 15 calendar after the Contractor has received payment for that subcontractor's work from the Owner. The Contractor also shall return funds it has retained to a subcontractor within 15 calendar days after that subcontractor's work is completed.

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

§ 8.6.7.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability or association with a person with a disability, military status or an unfavorable discharge from military service; and further that it will examine all job classification to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

§ 8.6.7.2 That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

§ 8.6.7.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, religion, sex, marital state, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability or association with a person with a disability, military status or an unfavorable discharge from military service.

§ 8.6.7.4 That it will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

§ 8.6.7.5 That it will submit reports as required by the Department's rules and regulations

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 ~~The Agreement is this executed AIA Document A101™–2007, Standard Form of Agreement Between Owner and Contractor.~~This Agreement.

§ 9.1.2 The General ~~Conditions are AIA Document A201™–2007, General Conditions of the Contract for Construction.~~ Conditions.

§ 9.1.3 The Supplementary ~~and other Conditions of the Contract:~~
Conditions of the Contract shall be as indicated as Exhibit "A" attached hereto..

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 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. This document was produced by AIA software at 11:50:18 on 09/09/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No. 212011.00

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

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

Specifications shall be as indicated as Exhibit "B" attached hereto.

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

§ 9.1.5 The ~~Drawings:~~
~~*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*~~

Drawing shall be as indicated as Exhibit "C" attached hereto.

~~Number~~	~~Title~~	~~Date~~

§ 9.1.6 The Addenda, if any:

~~Number~~	~~Date~~	~~Pages~~
None.		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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

~~.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:~~

.2 Other documents, if any, listed below:
~~(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)~~

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of ~~AIA Document A201–2007.~~
~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)~~the General Conditions.

~~Type of insurance or bond~~	~~Limit of liability or bond amount ($0.00)~~

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Thomas E. Livingston, Village President	Robert Boller CEO
(Printed name and title)	*(Printed name and title)*

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 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. This document was produced by AIA software at 11:50:18 on 09/09/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No. 212011.00

Exhibit A

SUPPLEMENTARY CONDITIONS

TO CONTRACT FOR STONE AVENUE METRA STATION RENOVATION

1. Flagger Requirements. BNSF has provided some guidance to bidders regarding the use of flaggers during this project. The majority of work performed "under the awning" of the station on the track side would not require a flagger but would require some sort of yellow tape or some other visual barrier for workers. The barrier protection will need to be inspected by a BNSF representative as adequate prior to work starting. This would include work related to windows, doors, and lights. Brickwork and beadboard replacement for the most part will only require a flagger when working on the track side. Roofing in its entirety and all of the outbound shelter work (bricks, removal of the ADA ramp etc) will require a flagger. No interior work or any work on the south side of the station (except roofing) will require flaggers. BNSF reserves the right to require flaggers whenever necessary. A flagging schedule will be required by the selected contractor prior to the project start. Changes to the flagger schedule must be made at least two weeks in advance through the Village's representative.

   More instructions regarding railroad flagging requirements are provided in various sections of the specifications, including but not limited to the sections provided in Item 9 of the Supplemental Conditions.

2. Temporary Occupancy Permit / Insurance Requirements. BNSF has provided some guidance to bidders regarding requirements for a Temporary Occupancy Permit for the project. A C-1 will not apply to this project, but the information regarding the C-1 has been included in the specifications in order to provide additional flagging and safety information to bidders.

   There are two options available to bidders for the Temporary Occupancy Permit.

   The first option is for the general contractor to secure the Temporary Occupancy Permit and allow the subcontractors to enter the property under that permit. The general contractor will be responsible for each subcontractor working on the property. The general contractor must receive Railroad Protective Liability Insurance under the blanket coverage provision which will cover all subcontractors. The permit is valid for one year. The general contractor will ensure that all of the subcontractors are carrying the same amount of insurance that is required of the general contractor. BNSF will not require receipt of the subcontractor's insurance as long as the general contractor's insurance is on file. All contractors will need to carry part A, B and C which is the general liability, workers compensation and business automotive insurance provisions. An "Exhibit A" will be available for this project and no permit processing fee will be required.

   Alternatively, the general contractor can require each individual subcontractor to obtain its own temporary occupancy permit. This would require each subcontractor to go

through the process of obtaining its own Railroad Protective Liability Insurance policy and providing BNSF with its individual insurance coverage as outlined above.

The cost of Railroad Protection Liability Insurance varies based on the value of the work being performed by the individual subcontractor. The minimum cost is $575 which would apply to work less than $35,000. Work more than $35,000 is assessed a fee based on the dollar value of the work being performed.

For more information regarding these two options, please call Vicki Norman at 817-230-2628.

Anyone entering BNSF's property must have taken the safety training class from BNSF's safety training contractor. This is a website-based training class. Each individual working on railroad property will need to have a copy of proof of training on the jobsite at all times. The website for the training is www.contractororientation.com.

Contractors are required to familiarize themselves with the permitting and insurance requirements that will apply to this project. Additional information is provided in the Specifications in various locations including but not limited to the General Conditions, Exhibit G, Exhibit C and 103.08 Railroad Coordination.

3. Disruption of Ticketing Operations. Contractor must avoid engaging in work activities that undue burden the ability of commuters to purchase tickets during times a Metra ticket agent is present in the Station.

4. Work Hours Restrictions. Metra restricts work around the exterior of the Station during morning and afternoon rush periods. See Specifications Sections 01 10 00 -3 titled "Summary" and 01 15 00 titled "Metra Requirements" for those restrictions.

5. Continuing Occupancy During Construction. The Stone Avenue Metra Station is an operating commuter rail station. The Station will continue in full operation, including without limitation ticket sales within the Station building, during Contractor's work. Commuters and Metra employees will be present at the work site every day. Contractor must (a) protect its work areas from commuters and Metra employees, (b) provide for the safety of all persons using the Station, and (c) avoid undue disruption of Station operations.

6. Exits. Some or all doorways and other means of egress from the Station building are required by law to remain unlocked and passable at all times, for emergency purposes. Contractor must not block or encumber those means of egress in any manner contrary to law or good safety practices.

7. Notice to Owner of Work Operations. In consideration of the nature of ongoing Station operations, Contractor must give Owner two work-days notice in advance of shifting Contractor's work activity into an area of the Station building where no work activity had been conducted previously.

8. Owner Option To Undertake Certain Work. If elected by Owner after bidding, Owner will supply and install the following:

   A. Interior cleaning, repair, and painting of the Station building, including terrazzo flooring, plaster walls, and ceilings and wall tile.

   B. Preparation and painting of exterior outbound platform canopy structure.

   C. Wiring of all new exterior light fixtures.

   If Owner elects to undertake items that are included in Contractor's base bid, then the appropriate change order will be issued deducting from the base bid the cost of the work to be undertaken by Owner.

   If Owner elects to undertake items that are included in the Contractor's bid as alternates, then those alternates will not be awarded as part of Contractor's work.

9. Waiver Of Certain Fees. Owner will waive Owner's fees related to application for and issuance of Owner building permits, Owner licensing requirements for contractors, and Owner-conducted inspections.

10. Owner Tax Exemption. Owner is exempt from sales taxes. Owner will not pay for any sales taxes and such taxes must not be included in any bid item.

11. Contractor Vehicle Security. All Contractor vehicles within or adjacent to the work site must be turned off at all times when not in work-related use and must be locked at all times when unattended.

12. Special Limitation on Encumbrances. Contractor must take special care not to leave or store materials or equipment within or adjacent to the Station in any location or manner that would unduly affect Station operations or commuter movements. Such special care may require Contractor to store materials or equipment off site from time to time.

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Village of LaGrange
Renovations to the Stone Avenue Metra Station

THE OWNER:
(Name, legal status and address)
Village of LaGrange
53 South La Grange Road
La Grange, Illinois 60525

THE ARCHITECT:
(Name, legal status and address)
Legat Architects, Inc.
2015 Spring Road, Suite 175
Oak Brook, Illinois 60523

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

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**
Building Permit
3.7.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3.7**

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the 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 Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

TThe 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 parties other than the Contractor and the Owner

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The 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, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment 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.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1

§ 2.1.2

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

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

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case the cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure will be deducted from payments then or thereafter due to the Contractor. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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. The Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from faults and defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The warranty will not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, except that Owner is exempt from sales taxes on products permanently incorporated into the project.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure for the building permit as well as for other permits, 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. Owner will waive all local permit and inspection fees.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and promptly advise the Contractor and the Owner whether the conditions differ materially from the Contract Documents or from conditions ordinarily found to exist and thus whether in the Architect's opinion there should be an adjustment in the Contract Time or Contract Sum.

§ 3.7.5

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 REPRESENTATIVE

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 5 business days to the Contractor in writing stating (1) whether the Owner has reasonable objection to the proposed superintendent

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and 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. The Owner's, or Architect's failure to object to a submitted schedule that exceeds time limits under the Contract Documents shall not relieve the Contractor of its

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

obligations to meet those time limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Architect's or Owner's failure to object to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§3.11.2 Plans and sections of all concealed work, particularly concealed piping and conduit and deviations from conditions shown on the Contract Documents, shall be shown and dimensioned on the "As Built" drawings. Contractor shall develop layout drawings for all concealed work that is schematically indicated on Contract Drawings.

§3.11.3 The Contractor and its subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the work; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents; and shall turn over to the Architect upon completion of the work,in .pdf or other electronic format, all such documents and information such as final shop drawings and sketches, marked prints and similar data indicating the "As Built" conditions. Plumbing, HVAC, and Electrical Contractors shall record all changes or deviations in their work from what appears on the Contract Documents. The reproducible transparencies of the Contract Documents shall be furnished by the Architect. The cost of recording and transferring the changes or deviations to the transparencies shall be included in the contract price for the respective work. The "As Built" transparencies shall be delivered by the Contractor to the Architect prior to the final acceptance of the project and issuance of final payment.

§3.11.4 The Contractor shall cause the Plumbing, Mechanical, and Electrical subcontractors to provide the Contractor with the three copies of all operating manuals at the time of delivery of each major piece of equipment.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§3.12.11 After the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of that specified in the Contract Documents will be considered only under one or more of the following conditions:

1 Required for compliance with interpretation of code requirements or insurance regulations then existing.
2 Unavailability of specified products through no fault of the Contractor.
3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
4 Manufacturer / fabricator refuses to certify or guarantee performance of specified product as required.

Init.
/
AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

.5 When it is clear that a substitution would be substantially to the Owner's best interests in terms of cost, time, or other considerations.

Substitution requests shall be written, timely, and accomplished by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of material or equipment for which it is to be substituted, drawings, costs, performance and test data, and any other data or information necessary for a complete evaluation by the Architect

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and the agents and employees of all of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with performance of the Work, provided that any such claim, damage, loss or expense (collectively "claims") is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), if such claim or claims are caused by the acts, failures, to act, 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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Contract.

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

§ 3.18.3 Claims, damages, losses or expenses, as these words are used in this Contract, shall be construed to include, but not be limited to, (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items or equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claims or in bringing an action to enforce the provision of this indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity costs, etc. incurred by the party being indemnified or its employees, agents or consultants.

§3.18.4 Only to the extent prohibited by the Illinois Contractor Contract indemnification for negligence per 740 ILCS 35 et SEQ, the indemnification obligations of the Contractor under this Contract shall not extend to the liability of Owner, any Owner's Representative, or the Architect, or any of their agents, consultants or employees arising out of their own negligence.

§3.19 WORKS BY TRADE UNIONS

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

§ 4.1.2 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.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents until the date of issuance of 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.

§ 4.2.2 The Architect will visit the site at intervals as agreed with the Owner for the purposes as agreed with the Owner

§ 4.2.3 The Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner as agreed with the Owner

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
The Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare, for review by the Owner, Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment to the Owner pursuant to Section 9.10.

(Paragraph deleted)
§ 4.2.11 The Architect will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's interpretation will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final, subject only to the approval of the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

Init.

/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

§ **6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

§ **7.1.2** A Change Order shall be based on agreement of the Owner and Contractor ; a Construction Change Directive may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

§ **7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect with the Owner's approval, shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

.6 Overtime, when specifically authorized by the Owner, shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Contractor shall submit detailed, itemized breakdown of quantities and unit costs, including overhead and profit as separate items with response to request for price.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect and approved by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Also, if the amount of either the credit or the addition is in dispute, the amount of the other non-disputed item may not be included in Applications for Payment. Overhead and profit will be included in credits to the same extent they are included in additions.

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has 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 will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the time required by the Agreement.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

§ 8.3.4 The Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of Work. The Contractor's sole remedy for delay shall be an extension of time. .

§8.3.5 If the Contractor, but for a delay not within the Contractor's control, would have completed prior to the time set forth in the project schedule, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. However, this Subsection will not apply to routine retainage the Contractor intends to withhold from the Subcontractor pursuant to the subcontract.

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

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

§9.3.4 Each partial payment request shall be made on or about the 10th day of each month and Contractor shall request payment of 90 percent of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work, and 90 percent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site up to the first day of that month, less the aggregate of previous payment in each case.

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

§9.3.6 A Sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois Mechanic's Lien law. Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event that the Owner is satisfied with Contractor's payment procedures, the Owner may accept partial waivers of lien of subcontractors and suppliers who were included in the immediate preceding payment. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

§9.3.7 Provided that there are no outstanding liens or claims, and that, in the opinion of the Owner, the previous work has been done properly and is on schedule for completion of construction, and the unpaid balance in each case is sufficient to complete the unfinished work upon 75 percent completion of each trade line item, the Owner shall have the option, in its sole discretion, to make subsequent payments in each case for 95 percent of the value of the completed Work included in an Application for Payment.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 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 in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The 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 9.4.2 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 9.4.1. If the Contractor and 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 3.3.2, because of

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

§ 9.6 PROGRESS PAYMENTS

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

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

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor. Notwithstanding any other provision of this Contract, the Architect and Subcontractor may communicate directly with each other on the matters stated in this Subsection.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

§ 9.6.7 Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect and approved by the Owner, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

§ **9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare for the Owner's review a Certificate of Substantial Completion that shall state a date of Substantial Completion, shall set forth the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, shall set forth the time within which the Contractor shall finish all items on the list accompanying the Certificate, and shall set forth for which elements of the Work, if any,warranties required by the Contract Documents will commence No warranty on any element of the Work shall commence unless specifically stated in the Owner-approved Certificate of Substantial Completion. Any warranty that is not specifically stated to commence in the Owner-approved Certificate of Substantial Completion will commence on final acceptance of the Work..

§ **9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner for the Owner's review and approval. After, and only if, the Certificate of Substantial Completion has been approved and signed by the Owner, then the Certificate shall be submitted to the Contractor for its written acceptance. Upon such acceptance and consent of surety, if any, the Owner shall make payment to the Contractor in an amount that reduces the retainage of the Contract Sum to 5 percent. The remaining retainage shall be paid to the Contractor as part of the final payment after final acceptance of the Work.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ **9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ **9.10.1** Upon receipt of the Contractor's written 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 to the Owner 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 terms and conditions of 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 the Architect's further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ **9.10.2** Neither final payment nor remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ **9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.
- .4 terms of Contract that survive final acceptances.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

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

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

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. 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.

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

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

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

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

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR'S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. [NOTE: TYPES AND COVERAGE OF INSURANCE MUST BE LISTED SOMEWHERE.]

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner and Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The certificates of insurance must be in duplicates and written on standard Acord forms. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 during the Contractor's completed operations.

§11.1.5 Coverage for the insurance required by this Contract shall be rated A-: VII or better by A.M. Best & Company..

§ 11.2 OWNER'S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework,

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

(Paragraphs deleted)
§ 11.3.1.35 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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

(Paragraph deleted)
§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION
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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 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 and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish performance security for the Work. All contracts shall require a Performance Bond and a Labor and Materials Payment Bond, or a combined performance and Labor and Materials Payment Bond, written on forms provided by the Owner covering the faithful performance by the Contractor of the Work specified in accordance with plans and specifications and according to the time and terms and conditions of the contract, and also that the Contractor shall properly pay all debts incurred by the Contractor in the prosecution of the Work, including those for labor and materials furnished. The cost of each bond is included in the Contract Sum. The amount of the bonds shall be equal to 100 percent of the Contract Sum. Bonds shall be provided by surety approved by Owner with a minimum rating of A- in A.M. Best's Insurance Guide, current edition. The surety must be licensed in the State of Illinois. Bonds shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

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

§11.4.3 The Contractor shall deliver the required bonds to the Owner at the time of execution of the Contract.

§11.4.4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§11.4.5 All insurance coverage provided by insurance companies having policyholder ratings no lower than "A" and financial ratings no lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect, with the approval of the Owner, may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Owner or 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.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

§ 12.2.2 AFTER ACCEPTANCE

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of final acceptance of the Work or after specific written acceptance of a specifically designated portion of the Work 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 written 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. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, then the Owner, in addition to every other right or remedy the Owner may have, may correct the non-conforming Work.

(Paragraphs deleted)

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Illinois.

§ 13.2 SUCCESSORS AND ASSIGNS

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

(Paragraph deleted)

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

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

Init.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

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

§ 13.5 TESTS AND INSPECTIONS

§ **13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ **13.5.2** If the, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ **13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ **13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

(Paragraph deleted)

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as provided by Illinois law.

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

§ **14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and 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. The amount the Contractor is entitled to recover, pursuant to this paragraph, shall be subject to the provisions of Section 7.5.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, in addition to all other rights and remedies available to the Owner at law or in equity:

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, , in addition to all other rights and remedies available to the Owner at law or in equity including without limitation compensation for the Architect's services and expenses made necessary thereby and attorneys' fees, 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.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Termination by the Owner under this paragraph shall be by a Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amount due under this paragraph:

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§14.4.4 Allowances shall be made for payment previously made to the Contractor for the terminated portion of the Work, and claims which the Owner has against the Contractor under the Contract, and for the value of materials, supplies, equipment or other items that are part of the cost of the Work to be disposed of by the Contractor.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party with a copy sent to the Architect. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Architect.

§ 15.2.2 The Architect will review Claims and within 10 days after the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) recommend rejection of the Claim in whole or in part, (3) recommend approval of the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to properly review the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that it would be inappropriate for the Architect to resolve the Claim.

(Paragraph deleted)
§ 15.2.4 If the Architect requests the Contractor a party to provide a response to a Claim or to furnish additional supporting data, the Contractor shall respond, within 10 days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either recommend rejection or approval of the Claim in whole or in part.

§ 15.2.5 The Architect will render a recommendation approving or rejecting the Claim, or indicating that the Architect is unable to resolve the Claim. This recommendation shall (1) be in writing; and (2) state the reasons therefor.

§ 15.2.6 The Contractor and the Owner will review the recommendation of the Architect. The Contractor and the Owner will diligently endeavor, reasonably and in good faith, to agree on the Architect's recommendation or a modified form of that reommendation.

(Paragraphs deleted)
§16.1 EQUAL OPPORTUNITY
(Paragraphs deleted)
§16.1.1 The Contractor shall maintain policies of employment as follows: The Contractor and all subcontractors shall not discriminate against any employee or application for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the policies of non-discrimination.

§16.1.2 The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age. Contractor shall also and in addition to the provision set out in this Article 16, remain in compliance with Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*)

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

and the Illinois Human Rights Act Article II. Employment (775 ILCS 5/2-101 *et seq.*)

§16.1.3 All Contract for Work herein are subject to the provisions of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§17.1 SEXUAL HARASSMENT POLICY

§17 1.1 Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) ("Rights Act"), all Contractors and subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

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

The Contractor understands, represents and warrants to the Owner that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the Work. A violation of Section 2-105 is cause for the immediate cancellation of this contract. However, any forbearance or delay by the Owner in canceling this contract shall not be construed as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this contract.

§18.1 LABOR PROVISIONS - CONSTRUCTION

§18.1.1 This Contract is subject to the requirements of Davis Bacon and related Acts, only, as included in Metra Requirements, Exhibit E, Labor Provisions – Construction.

(Paragraph deleted)

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

Additions and Deletions Report for
AIA® Document A201™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:12:11 on 10/08/2013.

PAGE 1

Village of LaGrange
Renovations to the Stone Avenue Metra Station

...

Village of LaGrange
53 South La Grange Road
La Grange, Illinois 60525

...

(Name, legal status and address)
Legat Architects, Inc.
2015 Spring Road, Suite 175
Oak Brook, Illinois 60523

PAGE 9

The Contract Documents are enumerated in the ~~Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.~~ 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. ~~Unless specifically enumerated in the Agreement, the~~ The Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

...

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

PAGE 10

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

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

§ 2.1.2 ~~The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

...

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

...

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

PAGE 11

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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case ~~an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor~~ the ~~reasonable~~ cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or ~~failure.~~ failure will be deducted from payments then or thereafter due to the Contractor. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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~~ The Contractor shall promptly report to the Owner and 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.~~ Contractor. 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.

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

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

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

PAGE 12

§ **3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. ~~If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.~~

...

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

...

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from ~~defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements~~ faults and defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The warranty will not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

...

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

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

go into ~~effect.~~effect, except that Owner is exempt from sales taxes on products permanently incorporated into the project.

...

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

PAGE 13

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions ~~and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.~~ and promptly advise the Contractor and the Owner whether the conditions differ materially from the Contract Documents or from conditions ordinarily found to exist and thus whether in the Architect's opinion there should be an adjustment in the Contract Time or Contract Sum.

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

...

§ 3.9 ~~SUPERINTENDENT~~REPRESENTATIVE

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within ~~14~~ 5 business days to the Contractor in writing stating (1) whether the Owner ~~or the Architect~~ has reasonable objection to the proposed superintendent~~or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.~~

...

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and 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. The Owner's, or Architect's failure to object to a submitted schedule that exceeds time limits under the Contract Documents shall not relieve the Contractor of its

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

obligations to meet those time limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting those time limits. Similarly, the Architect's or Owner's failure to object to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for acceleration of the Work.

PAGE 14

§3.11.2 Plans and sections of all concealed work, particularly concealed piping and conduit and deviations from conditions shown on the Contract Documents, shall be shown and dimensioned on the "As Built" drawings. Contractor shall develop layout drawings for all concealed work that is schematically indicated on Contract Drawings.

§3.11.3 The Contractor and its subcontractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the work; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents; and shall turn over to the Architect upon completion of the work,in .pdf or other electronic format, all such documents and information such as final shop drawings and sketches, marked prints and similar data indicating the "As Built" conditions. Plumbing, HVAC, and Electrical Contractors shall record all changes or deviations in their work from what appears on the Contract Documents. The reproducible transparencies of the Contract Documents shall be furnished by the Architect. The cost of recording and transferring the changes or deviations to the transparencies shall be included in the contract price for the respective work. The "As Built" transparencies shall be delivered by the Contractor to the Architect prior to the final acceptance of the project and issuance of final payment.

§3.11.4 The Contractor shall cause the Plumbing, Mechanical, and Electrical subcontractors to provide the Contractor with the three copies of all operating manuals at the time of delivery of each major piece of equipment.

PAGE 15

§3.12.11 After the award of the Contract, a request by the Contractor for a substitution of materials or equipment in place of that specified in the Contract Documents will be considered only under one or more of the following conditions:

.1 Required for compliance with interpretation of code requirements or insurance regulations then existing.
.2 Unavailability of specified products through no fault of the Contractor.
.3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
.4 Manufacturer / fabricator refuses to certify or guarantee performance of specified product as required.
.5 When it is clear that a substitution would be substantially to the Owner's best interests in terms of cost, time, or other considerations.

Substitution requests shall be written, timely, and accomplished by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of material or equipment for which it is to be substituted, drawings, costs, performance and test data, and any other data or information necessary for a complete evaluation by the Architect

PAGE 16

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

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

§ 3.18.3 Claims, damages, losses or expenses, as these words are used in this Contract, shall be construed to include, but not be limited to, (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items or equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claims or in bringing an action to enforce the provision of this indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity costs, etc. incurred by the party being indemnified or its employees, agents or consultants.

§3.18.4 Only to the extent prohibited by the Illinois Contractor Contract indemnification for negligence per 740 ILCS 35 et SEQ, the indemnification obligations of the Contractor under this Contract shall not extend to the liability of Owner, any Owner's Representative, or the Architect, or any of their agents, consultants or employees arising out of their own negligence.

§3.19 WORKS BY TRADE UNIONS

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

...

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect ~~as to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents ~~and will be an Owner's representative during construction until the date the Architect issues~~ until the date of issuance of 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.

§ 4.2.2 The Architect will visit the site at intervals ~~appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.~~as agreed with the Owner for the purposes as agreed with the Owner

§ 4.2.3 ~~On the basis of the site visits, the~~ The Architect will keep the Owner ~~reasonably~~ informed about the progress and quality of the portion of the Work completed, and report to the Owner ~~(1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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.~~as agreed with the Owner

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

PAGE 18

~~Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the~~ The Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

...

§ 4.2.8 The Architect will ~~prepare~~ prepare, for review by the Owner, Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment to the Owner pursuant to Section 9.10.

~~**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.~~

§ 4.2.11 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's ~~response to such requests~~ interpretation will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be ~~final if consistent with the intent expressed in the Contract Documents.~~ final, subject only to the approval of the Owner.

PAGE 19

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner ~~or the Architect~~ has reasonable objection to any such proposed person or ~~entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect~~ entity. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. ~~The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.~~

§ 5.2.3 If the Owner ~~or Architect~~ has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner ~~or Architect~~ has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

PAGE 21

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

...

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

PAGE 22

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect with the Owner's approval, shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

...

.5 Additional costs of supervision and field office personnel directly attributable to the change.

.6 Overtime, when specifically authorized by the Owner, shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment. Overhead and profit will not be paid by the Owner for overtime. Contractor shall submit detailed, itemized breakdown of quantities and unit costs, including overhead and profit as separate items with response to request for price.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ~~Architect.~~ Architect and approved by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Also, if the amount of either the credit or the addition is in dispute, the amount of the other non-disputed item may not be included in Applications for Payment. Overhead and profit will be included in credits to the same extent they are included in additions.

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

...

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

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00 (1132025161)

PAGE 23

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

...

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the ~~Contract Time.~~time required by the Agreement.

...

§ 8.3.4 The Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of Work. The Contractor's sole remedy for delay shall be an extension of time. .

§8.3.5 If the Contractor, but for a delay not within the Contractor's control, would have completed prior to the time set forth in the project schedule, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

PAGE 24

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. However, this Subsection will not apply to routine retainage the Contractor intends to withhold from the Subcontractor pursuant to the subcontract.

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

...

§9.3.4 Each partial payment request shall be made on or about the 10th day of each month and Contractor shall request payment of 90 percent of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work, and 90 percent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site up to the first day of that month, less the aggregate of previous payment in each case.

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

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

§9.3.6 A Sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Owner to determine Contractor's right to payment and compliance with the Illinois Mechanic's Lien law. Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event that the Owner is satisfied with Contractor's payment procedures, the Owner may accept partial waivers of lien of subcontractors and suppliers who were included in the immediate preceding payment. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be not more than one payment late with their partial waivers.

§9.3.7 Provided that there are no outstanding liens or claims, and that, in the opinion of the Owner, the previous work has been done properly and is on schedule for completion of construction, and the unpaid balance in each case is sufficient to complete the unfinished work upon 75 percent completion of each trade line item, the Owner shall have the option, in its sole discretion, to make subsequent payments in each case for 95 percent of the value of the completed Work included in an Application for Payment.

PAGE 25

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

PAGE 26

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

...

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor. Notwithstanding any other provision of this Contract, the Architect and Subcontractor may communicate directly with each other on the matters stated in this Subsection.

...

§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments~~ Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the ~~Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~ Contractor.

...

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

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

...

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare for the Owner's review a Certificate of Substantial Completion that shall ~~establish the~~ state a date of Substantial Completion, shall ~~establish~~ set forth the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, ~~and shall fix~~ shall set forth 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.~~Certificate, and shall set forth for which elements of the Work, if any,warranties required by the Contract Documents will commence No warranty on any element of the Work shall commence unless specifically stated in the Owner-approved Certificate of Substantial Completion. Any warranty that is not specifically stated to commence in the Owner-approved Certificate of Substantial Completion will commence on final acceptance of the Work..

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner ~~and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.~~ for the Owner's review and approval. After, and only if, the Certificate of Substantial Completion has been approved and signed by the Owner, then the Certificate shall be submitted to the Contractor for its written acceptance. Upon such acceptance and consent of surety, if any, the Owner shall make payment ~~of retainage applying to such 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.~~to the Contractor in an amount that reduces the retainage of the Contract Sum to 5 percent. The remaining retainage shall be paid to the Contractor as part of the final payment after final acceptance of the Work.

PAGE 27

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. ~~When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.~~

...

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

§ 9.10.1 Upon receipt of the Contractor's written 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 to the Owner 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 terms and conditions of 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~~ the Architect's further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor ~~any~~ remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. ~~If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. 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 all costs and reasonable attorneys' fees.~~

PAGE 28

.4 terms of Contract that survive final acceptances.

PAGE 29

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

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~

PAGE 30

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. [NOTE: TYPES AND COVERAGE OF INSURANCE MUST BE LISTED SOMEWHERE.]

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner and Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The certificates of insurance must be in duplicates and written on standard Acord forms. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

...

§11.1.5 Coverage for the insurance required by this Contract shall be rated A-: VII or better by A.M. Best & Company..

PAGE 31

§ 11.3.1.2 ~~If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

~~**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

~~**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.~~

~~**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

~~**§ 11.3.2 BOILER AND MACHINERY INSURANCE**~~
~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

§ 11.3.1.35 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

...

~~**§ 11.3.5** 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

PAGE 32

§ 11.4.1 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 bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~Contractor shall furnish performance security for the Work. All contracts shall require a Performance Bond and a Labor and Materials Payment Bond, or a combined performance and Labor and Materials Payment Bond, written on forms provided by the Owner covering the faithful performance by the Contractor of the Work specified in accordance with plans and specifications and according to the time and terms and conditions of the contract, and also that the Contractor shall properly pay all debts incurred by the Contractor in the prosecution of the Work, including those for labor and materials furnished. The cost of each bond is included in the Contract Sum. The amount of the bonds shall be equal to 100 percent of the Contract Sum. Bonds shall be provided by surety approved by Owner with a minimum rating of A- in A.M. Best's Insurance Guide, current edition. The surety must be licensed in the State of Illinois. Bonds shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

...

§11.4.3 The Contractor shall deliver the required bonds to the Owner at the time of execution of the Contract.

§11.4.4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§11.4.5 All insurance coverage provided by insurance companies having policyholder ratings no lower than "A" and financial ratings no lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

...

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the ~~Architect~~ Architect, with the approval of the Owner, may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense~~unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.~~

...

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

The Contractor shall promptly correct Work rejected by the Owner or 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.

§ 12.2.2 ~~AFTER SUBSTANTIAL COMPLETION~~AFTER ACCEPTANCE

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of ~~Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents,~~ final acceptance of the Work or after specific written acceptance of a specifically designated portion of the Work 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 written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, ~~the Owner may correct it in accordance with Section 2.4.~~then the Owner, in addition to every other right or remedy the Owner may have, may correct the non-conforming Work.

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

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

PAGE 33

The Contract shall be governed by the law of the ~~place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~State of Illinois.

...

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

PAGE 34

§ 13.5.2 If ~~the Architect,~~ the, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

...

~~**§ 13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.~~

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

...

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

~~**§ 13.7 TIME LIMITS ON CLAIMS**~~

~~The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.~~

...

~~.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~

PAGE 35

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and 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. The amount the Contractor is entitled to recover, pursuant to this paragraph, shall be subject to the provisions of Section 7.5.

...

.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

...

.3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of ~~substantial~~ breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the ~~Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,~~ Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, ~~subject to any prior rights of the surety:~~in addition to all other rights and remedies available to the Owner at law or in equity:

...

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, , in addition to all other rights and remedies available to the Owner at law or in equity including without limitation compensation for the Architect's services and expenses made necessary ~~thereby, and other damages incurred by the Owner and not expressly waived,~~ thereby and attorneys' fees, 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~~

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

~~case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~

...

§ 14.3.2 ~~The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit.~~ If suspension, delay or interruption by the Owner constitutes in the aggregate more than 20 percent of the total number of days scheduled for completion, an adjustment shall be made for increases in the cost of performance of this Contract, excluding profit caused by suspension, delay or interruption. No adjustment shall be made to the extent

PAGE 36

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Termination by the Owner under this paragraph shall be by a Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amount due under this paragraph:

.1 cease operations as ~~directed by the Owner~~ specified in the notice;
.2 place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
.3 terminate all subcontractors and orders to the extent they relate to the Work terminated;
.4 proceed to complete the performance of Work not terminated; and
.5 take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the ~~Work; and~~
~~.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.~~ terminated Work.

...

§14.4.4 Allowances shall be made for payment previously made to the Contractor for the terminated portion of the Work, and claims which the Owner has against the Contractor under the Contract, and for the value of materials, supplies, equipment or other items that are part of the cost of the Work to be disposed of by the Contractor.

...

Claims by either the Owner or Contractor must be initiated by written notice to the other party ~~and to the Initial Decision Maker~~ with a copy sent to the ~~Architect, if the Architect is not serving as the Initial Decision Maker.~~ Architect. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for ~~Payment in accordance with the decisions of the Initial Decision Maker.~~ Payment.

PAGE 37

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the ~~Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated~~

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

~~in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~Architect.

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ~~ten days of~~ 10 days after the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) ~~reject~~ recommend rejection of the Claim in whole or in part, (3) ~~approve~~ recommend approval of the Claim, (4) suggest a compromise, or (5) advise the parties that the ~~Initial Decision Maker~~ Architect is unable to ~~resolve~~ properly review the Claim if the ~~Initial Decision Maker~~ Architect lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ Architect concludes that it would be inappropriate for the ~~Initial Decision Maker~~ Architect to resolve the Claim.

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

§ 15.2.4 If the ~~Initial Decision Maker requests~~ Architect requests the Contractor a party to provide a response to a Claim or to furnish additional supporting data, ~~such party~~ the Contractor shall respond, within ~~ten~~ 10 days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the ~~Initial Decision Maker~~ Architect when the response or supporting data will be furnished or (3) advise the ~~Initial Decision Maker~~ Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker will either reject or approve~~ Architect will either recommend rejection or approval of the Claim in whole or in part.

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

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~The Contractor and the Owner will review the recommendation of the Architect. The Contractor and the Owner will diligently endeavor, reasonably and in good faith, to agree on the Architect's recommendation or a modified form of that reommendation.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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

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

~~**§ 15.3 MEDIATION**~~

~~**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

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

~~§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 15.4 ARBITRATION~~

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

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

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

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

~~§ 15.4.4 CONSOLIDATION OR JOINDER~~

§16.1 EQUAL OPPORTUNITY

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

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

§16.1.1 The Contractor shall maintain policies of employment as follows: The Contractor and all subcontractors shall not discriminate against any employee or application for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

for employment notices setting forth the policies of non-discrimination.

§16.1.2 The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age. Contractor shall also and in addition to the provision set out in this Article 16, remain in compliance with Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*) and the Illinois Human Rights Act Article IL Employment (775 ILCS 5/2-101 *et seq.*)

§16.1.3 All Contract for Work herein are subject to the provisions of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

§17.1 SEXUAL HARASSMENT POLICY

§17.1.1 Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) ("Rights Act"), all Contractors and subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

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

The Contractor understands, represents and warrants to the Owner that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the Work. A violation of Section 2-105 is cause for the immediate cancellation of this contract. However, any forbearance or delay by the Owner in canceling this contract shall not be construed as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this contract.

§18.1 LABOR PROVISIONS - CONSTRUCTION

§18.1.1 This Contract is subject to the requirements of Davis Bacon and related Acts, only, as included in Metra Requirements, Exhibit E, Labor Provisions – Construction.

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

Additions and Deletions Report for AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:12:11 on 10/08/2013 under Order No. 8910802578_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 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. This document was produced by AIA software at 09:12:11 on 10/08/2013 under Order No.8910802578_1 which expires on 02/16/2014, and is not for resale.
User Notes: Project No.:212011.00

(1132025161)

LICENSE OR PERMIT TERM BOND

Bond No: BLCA117880

KNOW ALL MEN BY THESE PRESENTS, That we,

Boller Construction Co., Inc.

of 3045 W Washington St Waukegan, IL 60085, as Principal,

and The Hanover Insurance Company a New Hampshire corporation, as

Surety, are held and firmly bound unto Village of La Grange,

as Obligee, in the penal sum of Five Thousand Dollars ($ 5,000.00) Dollars, good and lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, jointly and severally, firmly by these presents.

WHEREAS the said Principal has applied to said Obligee for a license or permit for General Contractor

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully observe and honestly comply with the provisions of all Laws or Ordinances of said Obligee regulating the business for which license or permit is issued, then this Obligation shall be void, otherwise to be and remain in full force and virtue.

THIS BOND IS EFFECTIVE the 30th day of September, 2013

LIABILITY UNDER THIS BOND SHALL terminate as of the 30th day of September, 2014 as to any acts subsequent thereto, unless said bond is continued in force from year to year by the issuance of a continuation certificate issued by the Surety. The aggregate liability of the Surety shall in no event exceed the amount of this bond regardless of the number of claims against the bond or the number of years the bond remains in force.

PROVIDED, THE LIABILITY OF THE SURETY may be terminated at any time by filing with the Obligee ten (10) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already incurred under this bond, or which shall accrue hereunder before the expiration of the ten day period.

Signed, sealed and dated the 30th day of September, 2013

Boller Construction Co., Inc.

By: _____

Principal

THE HANOVER INSURANCE COMPANY INCORPORATED 1972 NEW HAMPSHIRE

The Hanover Insurance Company

By: Roger Taylor

Roger Taylor, Attorney-in-Fact

Bond No.: BLCA117880

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Roger Taylor

of Bannockburn, IL

and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Contractor Compliance License or Permit Term Bond

In the amount of $5,000.00

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **22nd** day of **August 2012**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **22nd** day of **August 2012** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **30th** day of **September 2013**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President

Bond # 1022537

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] Boller Construction Co., Inc., 3045 W Washington St., Waukegan, IL 60085
as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] Hanover Insurance Company, 440 Lincoln St. Worcester, MA 01653,
organized and existing under the laws of the State of New Hampshir (hereinafter called the "Surety")

are held and firmly bound unto Village of La Grange, 53 South La Grange Road, La Grange, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of [insert full contract price here:] $ 919,000.00 for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated [insert contract date here:] September 9, 2013, with the Owner titled [insert contract title here:] Renovations to the Stone Avenue Metra Station" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for [insert general description of the Work here:] Renovations to the Stone Avenue Metra Station; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith ***[except as otherwise expressly provided in the Attachment ___ of the Contract]***; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner

or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this 9th day of September 2013.

Attest/Witness:

By: Shelley R Mu

Title: Admin Asst.

Attest/Witness:

By: Bart Krek

Title: Admin Asst

PRINCIPAL

By: Boller Construction Co., Inc.

By: Joshua Boller, President

SURETY

By: Hanover Insurance Company

By: Roger Taylor, Attorney-in-fact

#10883939_v1

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Donald P. Carlson, Peter A. Mikuzis and/or Roger Taylor

of **Bannockburn, IL** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Fifteen Million and No/100 ($15,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **6th** day of **October 2008.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **6th** day of **October 2008**, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA ANN GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov 3, 2011

Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of September, 2013

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President

Bond # 1022537

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] Boller Construction Co., Inc., 3045 W Washington St., Waukegan, IL 60085
as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] Hanover Insurance Company, 440 Lincoln St. Worcester, MA 01653,
organized and existing under the laws of the State of New Hampshir(hereinafter called the "Surety")

are held and firmly bound unto Village of La Grange, 53 South La Grange Road, La Grange, Illinois, as the obligee (hereinafter called the "Owner"), for the use and benefit of itself and of claimants as hereinafter defined (the "Claimants") in the full and just sum of [insert full contract price here:] $ 919,000.00 to be paid to the Owner or the Claimants or the Owner's or the Claimant's assigns, to which payment well and truly to be made the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated [insert contract date here:] September 9, 201 3 with the Owner titled [insert contract title here:] Renovations to the Stone Avenue Metra Station" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall promptly pay or cause to be paid all sums of money that may be due to any Claimant with respect to the Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for [insert general description of the Work here:] Renovations to the Stone Avenue Metra Station; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith ***[except as otherwise expressly provided in Attachment A to the Contract]***; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a Claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor to provide, perform, or complete any part of the Work.

The Contractor and the Surety hereby jointly and severally agree that every Claimant that has not had all just claims for the furnishing of any part of the Work paid in full, including without limitation all

claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of that Claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due that Claimant, and may have execution therein; provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 of the Illinois Compiled Statutes shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

The Contractor and the Surety hereby jointly agree that the Owner may sue on this bond if the Owner is held liable to, or voluntarily agrees to pay, any Claimant directly, but nothing in this bond shall create any duty on the part of the Owner to pay any Claimant.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of the Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Signed and sealed this 9th day of September 2013.

Attest/Witness:

By: _____

Title: Deputy Asst.

Attest/Witness:

By: _____

Title: _____

CONTRACTOR

By: Boller Construction Co., Inc.

By: _____
Joshua Boller, President

SURETY

By: Hanover Insurance Company

By: _____
Roger Taylor, Attorney-in-fact

#10884200_v1

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Donald P. Carlson, Peter A. Mikuzis and/or Roger Taylor

of **Bannockburn, IL** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Fifteen Million and No/100 ($15,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **6th** day of **October 2008.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **6th** day of **October 2008**, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA ANN GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov 3, 2011

Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of September, 2013

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Braull, Assistant Vice President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Carlson Mikuzis and Taylor
Roger Taylor
2221 Lakeside Drive
Bannockburn IL 60015

CONTACT NAME: Barb Kiehn
PHONE (A/C, No, Ext): (847) 735-9988 FAX (A/C, No): (847) 735-9933
E-MAIL ADDRESS: bkiehn@cmtins.com

INSURED (847) 662-5566 FAX (847) 662-7392
Boller Construction Co., Inc.
3045 W Washington St.
Waukegan IL 60085

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers of Illinois	25674
INSURER C: Travelers Indeminity Co	25666
INSURER D: Charter Oak Fire Insurance Co	25615
INSURER E: Travelers Property Casualty	
INSURER F: Lexington Insurance Company	

COVERAGES CERTIFICATE NUMBER: CL1352303183 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X XCU included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			DT-CO-6046N408	06/01/2013	06/01/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			DT-810-5807B776	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			DTSM-CUP-5807B788	06/01/2013	06/01/2014	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DTOUB-6046N408	06/01/2013	06/01/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Stone Avenue Metra Station renovations
Add'l Insured: Village of La Grange; Legat Architects, Inc.; The Commuter Rail Division of the Regional Transportation Authority, a division of an IL municipal corporation and its affiliated separate public corporation known as the Northeast IL Regional Commuter Railroad Corporation both operating under the service mark METRA as now exists or may hereafter be constituted or acquired, the Regional Transporation Autority, an IL municipal corporation & other railroads operating on METRA property

CERTIFICATE HOLDER

Village of La Grange
53 S La Grange Rd.
La Grange, IL 60525

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger Taylor/BARB

© 1988-2010 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Carlson Mikuzis and Taylor
Roger Taylor
2221 Lakeside Drive
Bannockburn IL 60015

CONTACT NAME: Barb Kiehn
PHONE (A/C, No, Ext): (847) 735-9988 FAX (A/C, No): (847) 735-9933
E-MAIL ADDRESS: bkiehn@cmtins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers of Illinois	25674
INSURER C: Travelers Indeminity Co	25666
INSURER D: Charter Oak Fire Insurance Co	25615
INSURER E: Travelers Property Casualty	
INSURER F: Lexington Insurance Company	

INSURED (847) 662-5566 FAX (847) 662-7392
Boller Construction Co., Inc.
3045 W Washington St.
Waukegan IL 60085

COVERAGES CERTIFICATE NUMBER: CL1310403562 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X XCU included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			DT-CO-6046N408	06/01/2013	06/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			DT-810-5807B776	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			DTSM-CUP-5807B788	06/01/2013	06/01/2014	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DTOUB-6046N408	06/01/2013	06/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Railroad Protective Liability			SPS-1D640763-IND	10/14/2013	10/14/2014	Limit of Insurance	$2m/$6m

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

BNSF Railway Company
2500 Lou Menk Dr. - AOB3
Fort Worth, TX 76131

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger Taylor/BARB

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

TRAVELERS

eQuote Bind Confirmation

Account Name: BOLLER CONSTRUCTION CO., INC.

Submission No.: 58869
GL Policy No.: 6046N408
GL Limit: 1,000,000

Submission Status: Bound
Date of Activity: 10/4/2013
Umb Limit: 0

Contractor Name: BOLLER CONSTRUCTION CO., INC.

Policy Effective Date: 10/14/2013

Contract / Project No.: 13-48755

Agent Name: Roger Taylor

Commission: 15%

Billing Type: Agency Bill - Full Payment

Issuing Company: The Travelers Indemnity Company

Name Insured	BNSF Railway Company
Policy No.	SPS-1D640763-IND
Limits	2000/6000
Premium	3,482

Note: A change in total cost of construction may result in a change in the rate used in our calculations, and result in a change in the premium(s) shown on the proposal.

Thanks for your business.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Carlson Mikuzis and Taylor
Roger Taylor
2221 Lakeside Drive
Bannockburn IL 60015

CONTACT NAME: Barb Kiehn
PHONE (A/C, No, Ext): (847) 735-9988 FAX (A/C, No): (847) 735-9933
E-MAIL ADDRESS: bkiehn@cmtins.com

INSURED (847) 662-5566 FAX (847) 662-7392
Boller Construction Co., Inc.
3045 W Washington St.
Waukegan IL 60085

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers of Illinois	25674
INSURER C: Travelers Indeminity Co	25666
INSURER D: Charter Oak Fire Insurance Co	25615
INSURER E: Travelers Property Casualty	
INSURER F: Lexington Insurance Company	

COVERAGES CERTIFICATE NUMBER: CL1310403562 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X XCU included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		DT-CO-6046N408	06/01/2013	06/01/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		DT-810-5807B776	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		DTSM-CUP-5807B788	06/01/2013	06/01/2014	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DTOUB-6046N408	06/01/2013	06/01/2014	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Builders Risk			660-6D98156A	10/14/2013	10/14/2014	Limit of Insurance	$919,000
							Ded	$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Stone Avenue Metra Station renovations
Add'l Insured: Village of La Grange; Legat Architects, Inc.; The Commuter Rail Division of the Regional Transportation Authority, a division of an IL municipal corporation and its affiliated separate public corporation known as the Northeast IL Regional Commuter Railroad Corporation both operating under the service mark METRA as now exists or may hereafter be constituted or acquired, the Regional Transporation Autority, an IL municipal corporation & other railroads operating on METRA property; BNSF Railway Company

CERTIFICATE HOLDER

Village of La Grange
53 S La Grange Rd.
La Grange, IL 60525

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger Taylor/BARB

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Carlson Mikuzis and Taylor
Roger Taylor
2221 Lakeside Drive
Bannockburn IL 60015

CONTACT NAME: Barb Kiehn
PHONE (A/C, No, Ext): (847) 735-9988 FAX (A/C, No): (847) 735-9933
E-MAIL ADDRESS: bkiehn@cmtins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers of Illinois	25674
INSURER C: Travelers Indeminity Co	25666
INSURER D: Charter Oak Fire Insurance Co	25615
INSURER E: Travelers Property Casualty	
INSURER F: Lexington Insurance Company	

INSURED (847) 662-5566 FAX (847) 662-7392
Boller Construction Co., Inc.
3045 W Washington St.
Waukegan IL 60085

COVERAGES CERTIFICATE NUMBER: CL1310403562 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X XCU included GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC			DT-CO-6046N408	06/01/2013	06/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 300,000 5,000 1,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			DT-810-5807B776	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			DTSM-CUP-5807B788	06/01/2013	06/01/2014	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DTOUB-6046N408	06/01/2013	06/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Railroad Protective Liability			SPS-1D640763-IND	10/14/2013	10/14/2014	Limit of Insurance		$2m/$6m

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Stone Avenue Metra Station renovations

CERTIFICATE HOLDER

BNSF Railway Company
2500 Lou Menk Dr. - AOB3
Fort Worth, TX 76131

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger Taylor/BARB

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Exhibit I

SUBCONTRACTOR
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER $25,000 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Illinois

COUNTY OF Cook

The Undersigned represents that s/he is Cathy Reilley ("Undersigned Subcontractor")
(Print Name)
the President of Reilley Excavating & Wrecking Inc
(Print "President" or Other Proper Title) (Print Name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and

Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over $25,000, the Undersigned Subcontractor certifies to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of the Village of La Grange.
3. The provisions of Section I above are applicable.

Reilley Excavating & Wrecking Inc
(Print) Name of Subcontractor Entity

By: Cathy Reilley Date: 10.15.13 Signature of Person Making Affidavit (Undersigned above)

President
(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribe and sworn to before me
this 15th day of 10 20 13.

Candice K. Pettinger
Notary Public

OFFICIAL SEAL
CANDICE K. PETTINGER
Notary Public – State of Illinois
My Commission Expires 4/1/15

C:\Temp\rev.cert_affidavit.06/03FB.doc

Exhibit I

SUBCONTRACTOR
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER $25,000 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF ILLINOIS

COUNTY OF LAKE

The Undersigned represents that s/he is MAUREEN JUNG ("Undersigned Subcontractor"): the
(Print Name)

PRESIDENT of JAYMOR ELECTRIC, INC.
(Print "President" or Other Proper Title) (Print Name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and

Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over $25,000, the Undersigned Subcontractor certifies to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of the Village of La Grange.
3. The provisions of Section I above are applicable.

JAYMOR ELECTRIC, INC.
(Print) Name of Subcontractor Entity

By: _____ Date: 10/15/2013 Signature of Person Making Affidavit (Undersigned above)

MAUREEN JUNG
(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribe and sworn to before me
this 15 day of OCT 2013.

_____
Notary Public

OFFICIAL SEAL
THOMAS L. FARRELL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/16/2016

C:\Temp\rev.cert_affidavit

Revised 11/09

Exhibit I

SUBCONTRACTOR
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER $25,000 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF IL

COUNTY OF Cook

The Undersigned represents that s/he is Jose P. Carrera ("Undersigned Subcontractor")
(Print Name)
the President of Carrera Concrete Construction, Inc.
(Print "President" or Other Proper Title) (Print Name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and

Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over $25,000, the Undersigned Subcontractor certifies to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of the Village of La Grange.
3. The provisions of Section I above are applicable.

Carrera Concrete Construction, INC.
(Print) Name of Subcontractor Entity

By: Jose P. Carrera Date: 10/15/13 Signature of Person Making Affidavit (Undersigned above)

President
(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribe and sworn to before me
this_____day of_____20 13.

_____
Notary Public

C:\Temp\rev.cert_affidavit.06/03IFB.doc

Exhibit L

SUBCONTRACTOR
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER $25,000 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF Illinois

COUNTY OF Will

The Undersigned represents that s/he is Ramon Arambula ("Undersigned Subcontractor")
(Print Name)
the

President of Durango Painting, Inc.,
(Print "President" or Other Proper Title) (Print Name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and

Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over $25,000, the Undersigned Subcontractor certifies to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's procurement officer.
3. The provisions of Section I above are applicable.

Durango Painting, Inc.
(Print) Name of Subcontractor Entity

By: Ramon Arambula Date: 10/14/2013 Signature of Person Making Affidavit (Undersigned above)

President
(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribe and sworn to before me
this 14 day of Oct 20 13.

Notary Public

OFFICIAL SEAL
JOHN WISE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/11/14

C:\Temp\rev.cert_affidavit.06/03IFB.doc

Exhibit I

SUBCONTRACTOR
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER $25,000 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF ILLINOIS

COUNTY OF LAKE

The Undersigned represents that s/he is BRUCE DIEDERICH ("Undersigned Subcontractor") the
(Print Name)

PRESIDENT of WAUKEGAN ROOFING CO. INC.
(Print "President" or Other Proper Title) (Print Name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and

Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over $25,000, the Undersigned Subcontractor certifies to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of the Village of La Grange.
3. The provisions of Section I above are applicable.

WAUKEGAN ROOFING CO. INC
(Print) Name of Subcontractor Entity

By: [signature] Date: 10-16-13 Signature of Person Making Affidavit (Undersigned above)

PRESIDENT
(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribe and sworn to before me this 16 day of October 20 13.

Tiffany Happ
Notary Public

OFFICIAL SEAL
TIFFANY L HAPP
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/27/14

C:\Temp\rev.cert_affidavit.06/03IFB.doc

POLICY NUMBER: DT-CO-6046N408

ISSUE DATE:06-01- 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:

Village of LaGrange
53 S LaGrange Rd.
LaGrange., IL 60525

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
   a. "Bodily injury," "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Copyright, The Travelers Indemnity Company, 2003
Includes copyrighted material of Insurance Services Office Inc., with its permission

TRAVELERS

Report Claims Immediately by Calling*
1-877-828-4132
Speak directly with a claim professional
24 hours a day, 365 days a year

*Unless Your Policy Requires Written Notice or Reporting

COMMERCIAL INSURANCE

A Custom Insurance Policy Prepared for:

BNSF RAILWAY COMPANY
2500 LOU MENK DR. - AOB3
FORT WORTH TX 76131

Presented by: CARLSON MIKUZIS & TAYLOR

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
CONTRACTORS
COMMON POLICY DECLARATIONS
ISSUE DATE: 10/10/13
POLICY NUMBER: DT-SPS-1D640763-IND-13

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
   BNSF RAILWAY COMPANY
   2500 LOU MENK DR. - AOB3
   FORT WORTH, TX 76131

2. POLICY PERIOD: From 10/14/13 to 10/14/14 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

Premises Loc. No.	Bldg. No.	Occupancy	Address

ON FILE WITH COMPANY

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
   RAILROAD PROTECTIVE LIABILITY COV PART DECLARATIONS CG T0 05 04 07 IND

5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company

7. PREMIUM SUMMARY:

Provisional Premium	$ 3,482
Due at Inception	$ 3,482
Due at Each	$

NAME AND ADDRESS OF AGENT OR BROKER:
CARLSON MIKUZIS & TAYLOR (PR007)
2221 LAKESIDE DRIVE
BANNOCKBURN, IL 60015

COUNTERSIGNED BY:

Authorized Representative

DATE:

TRAVELERS

POLICY NUMBER: DT-SPS-1D640763-IND-13
EFFECTIVE DATE: 10-14-13
ISSUE DATE: 10-10-13

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 83 09 06	EXECUTION CLAUSE

COMMERCIAL GENERAL LIABILITY

CG T0 05 04 07	RAILROAD PROTECTIVE LIAB COV PART DEC
CG T0 07 03 95	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 40 11 03	TABLE OF CONTENTS
CG 00 35 10 01	RAILROAD PROTECTIVE LIAB COV FORM
CG 21 70 01 08	CAP ON LOSSES-CERTIFIED ACTS-TERRORISM
CG D2 15 01 99	NOTICE OF CHANGE ENDORSEMENT
CG D2 16 01 99	LIM. SEEPAGE, POLLUTION & CONTAMINATION
CG D3 58 03 05	EXCLUSION - SILICA
CG D0 76 06 93	EXCLUSION-LEAD
CG T4 78 02 90	EXCLUSION-ASBESTOS
CG 29 06 07 05	IL CHANGES-CANCELLATION AND NONRENEWAL
CG 00 64 12 02	WAR LIABILITY EXCLUSION

INTERLINE ENDORSEMENTS

IL T3 68 05 10	FEDERAL TERRORISM RISK INS ACT DISCLOSE
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 62 09 08	ILLINOIS CHANGES - DEFENSE COSTS

This policy consists of this policy cover, the Declarations and the forms, schedules and endorsements listed in the Declarations.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by this policy. That insurance will be provided by the company indicated as insuring company in the Declarations by the abbreviation of its name.

The companies listed below (each a stock company) have executed this policy, but it is valid only if countersigned on the Declarations by our authorized representative.

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)

Wendy C. Skipin
Secretary

Brian MacLean
President

GENERAL LIABILITY

GENERAL LIABILITY

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

RAILROAD PROTECTIVE LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: DT-SPS-1D640763-IND-13
ISSUE DATE: 10-10-13

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

Declarations Period: From 10-14-13 to 10-14-14 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Railroad Protective Liability Coverage Part consists of these Declarations and the Coverage Form shown below. The Common Policy Conditions do not apply to this Coverage Part.

1. **COVERAGE AND LIMITS OF INSURANCE:**

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
Aggregate Limit	$ 6,000,000
Each Occurrence Limit	$ 2,000,000

2. **AUDIT PERIOD:** NONE

3. **DESIGNATED CONTRACTOR:**

Name BOLLER CONSTRUCTION CO., INC.

Mailing Address 3045 W. WASHINGTON ST.
WAUKEGAN, IL 60085

4. **JOB LOCATION(S):**

RENOVATIONS TO STONE AVE METRA STATION

PROJECT NUMBER: 13-48755

5. **NAME AND ADDRESS OF INVOLVED GOVERNMENTAL AUTHORITY OR OTHER CONTRACTING PARTY:**

VILLAGE OF LA GRANGE
53 S LA GRANGE RD
LA GRANGE, IL 60525

6. **NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

DECLARATIONS PREMIUM SCHEDULE **POLICY NUMBER:** DT-SPS-1D640763-IND-13

This Schedule applies to the Declarations for the period of 10-14-13 to 10-14-14

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

LOC/BLDG NO.	CLASS DESCRIPT/ CODE NO.	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
ST OF IL	RAILROAD PROTECTIVE LIABILITY-OPERATIONS RAILROAD NOC - CONSTRUCTION OPERATIONS - OPERATIONS PERFORMED FOR INTERESTS OTHER THAN RAILROADS/40012	335			3,482

*This class is subject to the prem/ops transition program.

☐ If an "X" is entered in this box, these Declarations are completed on the Premium Schedule Extension CG T0 12.

KEY TO DECLARATIONS PREMIUM SCHEDULE

ABBREVIATIONS:

CLASS DESCRIPT – means CLASS DESCRIPTION

LOC/BLDG NO. – means LOCATION/BUILDING NUMBER

OPN NO. – means OPERATION NUMBER

PREM/OPS – means PREMISES/OPERATIONS

PROD/C-OPS – means PRODUCTS/COMPLETED OPERATIONS

PREMIUM BASE:

Key Letter	Premium Base	How Rates Apply
a	Area	per 1,000 square feet
c	Total Cost	per $1,000 of total cost
m	Admissions	per 1,000 admissions
o	Total Operating Expense	per $1,000 of total operating expenditures
p	Payroll	per $1,000 of payroll
s	Gross Sales	per $1,000 of gross sales
t	(see note* below)	(see note* below)
u	Units	per unit

* Premium base t applies for a number of rarely used premium bases. The specific base and how rates apply are shown with the Class Description on the DECLARATIONS-PREMIUM SCHEDULE.

Copyright, The Travelers Indemnity Company, 2003

TABLE OF CONTENTS

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM CG 00 35 10 01

SECTION I—COVERAGES

Beginning on Page

Coverage A – Bodily Injury and Property Damage Liability
- Insuring Agreement 1
- Exclusions 1

Coverage B – Physical Damage to Property
- Insuring Agreement 2
- Exclusions 2

Supplementary Payments 3

SECTION II—WHO IS AN INSURED 3

SECTION III—LIMITS OF INSURANCE 3

SECTION IV—CONDITIONS 3

Conditions that apply to Coverages A and B 3

- Assignment 3
- Bankruptcy 3
- Cancellation 3
- Changes 4
- Inspections and Surveys 4
- Other Insurance 4
- Premium and Premium Audit 4
- Transfer of Rights of Recovery Against Others To Us 5
- When We Do Not Renew 5

Conditions that apply to Coverage A Only 5

- Legal Action Against Us 5
- Duties In The Event Of Occurrence, Claim or Suit 5
- Separation of Insureds 5

Conditions that apply to Coverage B Only 5

- Appraisal 5
- No Benefit to Bailee 6
- Insured's Duties In The Event Of A Loss 6
- Legal Action Against Us 6
- Payment of Loss 6

SECTION V—DEFINITIONS 6

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

      (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage A.

   b. This insurance applies to "bodily injury" and "property damage" only if:

      (1) The "bodily injury" or "property damage" occurs during the policy period; and

      (2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

   c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. **Exclusions**

   This insurance does not apply to:

   a. **Expected Or Intended Injury**

      "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

   b. **Contractual Liability**

      "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

   c. **Completed Work**

      "Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

      (1) When all the "work" called for in the "contractor's" contract has been completed.

      (2) When all the "work" to be done at the "job location" has been completed.

      (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

      This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment or abandoned or unused materials.

   d. **Acts Or Omissions Of Insured**

      "Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omis-

© ISO Properties Inc., 2000

sions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

e. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

f. **Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

(1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or

(2) Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or

(3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels or lubricants from equipment used at the "job location".

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(4) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

g. **Damage To Owned, Leased Or Entrusted Property**

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

COVERAGE B – PHYSICAL DAMAGE TO PROPERTY

1. **Insuring Agreement**

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

2. **Exclusions**

This insurance does not apply to "physical damage to property":

a. **Completed Work**

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

(1) When all the "work" called for in the "contractor's" contract has been completed.

(2) When all the "work" to be done at the "job location" has been completed.

(3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

b. **Acts Or Omissions Of Insured**

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

c. **Nuclear Incidents Or Conditions**

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

© ISO Properties Inc., 2000

d. **Pollution**

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion f. Pollution, Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGE A

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All costs taxed against the insured in the "suit".
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses, incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.
4. Any railroad operating over your tracks is an insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to 3. above, the payment for "physical damage to property" shall not exceed the lesser of:
   a. The actual cash value of the property at the time of loss; or
   b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

A. The following Conditions apply to Coverages A and B:

1. **Assignment**

   Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

2. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

3. **Cancellation**

   a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

   b. We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Decla-

© ISO Properties Inc., 2000

rations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.

c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

e. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. **Inspections And Surveys**

1. We have the right to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

6. **Other Insurance**

The insurance afforded by this policy is:

a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and

b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. **Premium And Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.

c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned

© ISO Properties Inc., 2000

premium, we will return the excess to the contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Conditions apply to Coverage A only:

1. **Legal Action Against Us**

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. **Duties In The Event Of Occurrence, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the occurrence took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the occurrence.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Separation Of Insureds**

Except with respect to the Limits of Insurance this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

C. The following Conditions apply to Coverage B only:

1. **Appraisal**

If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an ap-

© ISO Properties Inc., 2000

praisal of the loss within sixty (60) days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

2. **No Benefit To Bailee**

No person or organization, other than you, having custody of the property will benefit from this insurance.

3. **Insured's Duties In The Event Of A Loss**

You must:

a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and

b. Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

4. **Legal Action Against Us**

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

5. **Payment Of Loss**

We may pay for the loss in money, but there can be no abandonment of any property to us.

SECTION V – DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.

4. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.

5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

7. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

© ISO Properties Inc., 2000

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.

10. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

11. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

12. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

13. "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.

14. "Your designated employee" means:

a. Any supervisory employee of yours at the "job location";

b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or

c. Any employee of yours not described in a. or b. above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.

© ISO Properties Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

© ISO Properties, Inc., 2007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Condition 4. Changes of CONDITIONS (Section IV) is replaced by the following:

4. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy, and by mailing or delivering to you, the "Contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of change at least 60 days before the effective date of change.

Copyright, The Travelers Indemnity Company, 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LIMITED SEEPAGE, POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to Exclusion f. of COVERAGE A (Section I):

This exclusion does not apply to the liability of the insured resulting from seepage and/or pollution and/or contamination caused solely by:

a. an unintended fire, lightning or explosion; or

b. a collision or overturning of a road vehicle; or

c. a collision or overturning or derailment of a train.

Notwithstanding the foregoing it is agreed that the coverage provided by this endorsement shall not apply to:

1. loss of, damage to or loss of use of property directly or indirectly resulting from sub-surface operations of the insured, and/or removal of loss of or damage to sub-surface oil, gas or any other substance;
2. any site or location used in whole or in part for the handling, processing, treatment, storage, disposal, or dumping of any waste materials or substances;
3. the cost of evaluating and/or monitoring and/or controlling seeping and/or polluting and/or contaminating substances;
4. the cost of removing and/or nullifying and/or cleaning up seeping and/or polluting and/or contaminating substances on property at any time owned and/or leased and/or rented by the insured and/or under the control of the insured.

Copyright, The Travelers Indemnity Company, 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SILICA

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY –
NEW YORK DEPARTMENT OF TRANSPORTATION

This insurance does not apply to "bodily injury" or "property damage" arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation or respiration of silica or products or substances containing silica. This includes, but is not limited to:

a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

 Copyright 2005 The St.Paul Travelers Companies, Inc. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
CATASTROPHE UMBRELLA POLICY

PROVISIONS

This insurance does not apply to any injury, damage, loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

1. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
2. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or
3. Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
CATASTROPHE UMBRELLA POLICY

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

Copyright, The Travelers Indemnity Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. **Cancellation** (Section IV 3.) is replaced by the following:

1. **Cancellation**

a. You may cancel this policy by mailing to us advance written notice of cancellation.

b. We may cancel this policy by mailing written notice stating the reason for cancellation. If we cancel:

(1) For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.

(2) For a reason other than nonpayment of premium, we will mail the notice at least 60 days prior to the effective date of cancellation.

c. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained through a material misrepresentation;

(3) Any insured has violated any of the terms and conditions of the policy;

(4) The risk originally accepted has measurably increased;

(5) Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

(6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this state.

d. We will mail our notice to you, your agent or broker, the "contractor", and any involved government authorities or other contracting parties designated in the declarations, at the respective addresses last known to us.

e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

f. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

g. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker, the "contractor", and any involved government authority, written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. **Mailing Of Notices**

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The following exclusion is added:

This insurance does not apply to:

WAR

Injury or damage, however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

© ISO Properties, Inc., 2002

INTERLINE ENDORSEMENTS

INTERLINE ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBERFIRST LIABILITY COVERAGE
ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM
SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE

PROVISIONS

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(I) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds $100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed $100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for each Coverage Part is included in the Coverage Part premium. The charge that has been included for each Coverage Part is indicated below, and does not include any charge for the portion of losses covered by the Federal Government under the Act.

- **1% of each applicable Commercial Liability Coverage premium.**

© 2010 The Travelers Indemnity Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "special nuclear material" or "by-product material".

   "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

   "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

© ISO Properties, Inc., 2007

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Section II – Liability Coverage in Paragraph **A.** Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
3. Section **A.** Coverage under the Legal Liability Coverage Form; and
4. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

© ISO Properties, Inc., 2007

POLICYHOLDER NOTICES

Exhibit E

TABLE OF CONTENTS

INTRODUCTORY INFORMATION, BIDDING AND CONTRACT REQUIREMENTS:

00 00 30 - ADVERTISEMENT FOR BIDS 1
00 01 00 - INSTRUCTIONS TO BIDDERS 4

BID FORM AND ATTACHMENTS (Issued separately for bidders' use)

00 03 00 - BID FORM 2
00 04 40 - SUBSTITUTION SHEET 1
00 04 85 - CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT 1
00 04 87 - CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT 1
00 04 95 - BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT 1
PERFORMANCE BOND 2
LABOR AND MATERIAL PAYMENT BOND 2
SCHEDULE A – PRIME CONTRACTOR COMMITMENT TO DBE SUBCONTRACTOR PARTICIPATION 1
SCHEDULE C – CONFIRMATION OF DBE PARTICIPATION 1
EXHIBIT L – AFFIDAVIT / CERTIFICATION 7
EXHIBIT M – BUY AMERICA CERTIFICATE 1
00 31 00 - AVAILABLE PROJECT INFORMATION 5
00 50 00 - CONTRACTING FORMS AND SUPPLEMENTS 1
00 52 00 - AGREEMENT FORM 16
00 72 00 - GENERAL CONDITIONS 61
00 73 00 - SUPPLEMENTARY CONDITIONS 4
00 82 00 - PREVAILING WAGE REQUIREMENTS 1

BNSF REQUIREMENTS

EXHIBIT C - CONTRACTOR REQUIREMENTS 14
TEMPORARY OCCUPANCY PROCESS INSTRUCTIONS 3

METRA REQUIREMENTS

METRA SUPPLEMENTARY TABLE OF CONTENTS 3
METRA SUPPLEMENTARY CONDITIONS 32
METRA TEMPORARY SHORING GUIDELINES 10
EXHIBIT D - FTA/IDOT ADDENDUM FOR CONSTRUCTION CONTRACTS 22
EXHIBIT E - LABOR PROVISIONS 10
EXHIBIT F - CIVIL RIGHTS REQUIREMENTS 2
EXHIBIT G - CONSTRUCTION INSURANCE REQUIREMENTS 4
EXHIBIT H - TAX EXEMPTION AUTHORIZATION 1
EXHIBIT I - DOL - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS 6
EXHIBIT J - FEDERALLY FINANCED CONSTRUCTION LABOR REGULATIONS 3
EXHIBIT K - DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE REQUIREMENTS 19
EXHIBIT L - AFFADAVIT/CERTIFICATION 7
EXHIBIT M - BUY AMERICA CERTIFICATE 1
EXHIBIT N - PROJECT SIGNS – FIA/IDOT 2
EXHIBIT O - APPLICATION AND CERTIFICATE FOR PAYMENT 8
EXHIBIT P - CHANGE ORDER PROCESSING FORM 1
EXHIBIT Q - MODIFICATION TRACKING FORM 1
EXHIBIT T - CONTRACTOR AND SUBCONTRACTOR SAFETY 1
EXHIBIT U - QUALITY MANAGEMENT PROGRAM 1

DIVISION 1 - GENERAL REQUIREMENTS:

01 10 00 - SUMMARY 4
01 15 00 - METRA REQUIREMENTS 3
01 20 00 - PRICE AND PAYMENT PROCEDURES 6
01 21 00 - ALLOWANCES 2
01 23 00 - ALTERNATES 2
01 30 00 - ADMINISTRATIVE REQUIREMENTS 8
01 32 16 - CONSTRUCTION PROGRESS SCHEDULE 3
01 40 00 - QUALITY REQUIREMENTS 5
01 50 00 - TEMPORARY FACILITIES AND CONTROLS 4
01 51 00 - TEMPORARY UTILITIES 2

01 55 00 - VEHICULAR ACCESS AND PARKING 2
01 58 13 - TEMPORARY PROJECT SIGNAGE 2
01 60 00 - PRODUCT REQUIREMENTS 5
01 61 16 - VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS 2
01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS 12
01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL 4
01 78 00 - CLOSEOUT SUBMITTALS 6

DIVISION 2 - SITEWORK CONSTRUCTION

02 41 00 - DEMOLITION 4

DIVISION 3 - CONCRETE

03 10 00 – CONCRETE FORMING AND ACCESSORIES 4
03 20 00 – CONCRETE REINFORCING 2
03 30 00 - CAST-IN-PLACE CONCRETE 7

DIVISION 4 - MASONRY

04 01 00 - MAINTENANCE OF MASONRY 3
04 05 11 - MASONRY MORTARING AND GROUTING 5
04 20 00 - UNIT MASONRY 10
04 42 00 - EXTEROR STONE CLADDING 4
04 43 01 - STONE MASONRY VENEER 3

DIVISION 5 - METALS

05 52 13 - PIPE AND TUBE RAILINGS 4

DIVISION 6 - WOOD AND PLASTICS

06 10 00 - ROUGH CARPENTRY 3
06 20 00 - FINISH CARPENTRY 4

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 01 50.19 - PREPARTION FOR RE-ROOFING 2
07 11 13 - BITUMINOUS DAMPROOFING 2
07 21 16 - BLOWN INSULATION 2
07 31 26 - SLATE SHINGLES 4
07 31 33 - POLYMERIC SLATE ROOF TILE SYSTEM 6
07 62 00 - SHEET METAL FLASHING AND TRIM 5
07 72 00 - ROOF ACCESSORIES 2
07 84 00 - FIRESTOPPING 5
07 90 05 - JOINT SEALERS 4

DIVISION 8 - FLUSH WOOD DOORS

08 14 33 - STILE AND RAIL WOOD DOORS 2
08 52 00 - WOOD WINDOWS AND DOORS 5
08 71 00 - DOOR HARDWARE 7
08 80 00 - GLAZING 4

DIVISION 9 - FINISHES

09 21 16 - GYPSUM BOARD ASSEMBLIES 6
09 26 13 - GYPSUM VENEER PLASTERING 2
09 30 00 - TILING 4
09 66 23 - RESINOUS MATRIX TERRAZZO FLOORING 3
09 90 00 - PAINTING AND COATING 6
09 96 00 - HIGH-PERFORMANCE COATINGS 3

DIVISION 10 - SPECIALTIES

10 14 00 - SIGNAGE 3
10 28 00 - TOILET, BATH, AND LAUNDRY ACCESSORIES 2

DIVISION 12 - FURNISHINGS

12 93 13 - BICYCLE RACKS 2

DIVISION 22 - PLUMBING

22 05 03 - PLUMBING PIPING 10

22 19 13 - PIPE AND PIPE FITTINGS 9
22 34 00 - PLUMBING EQUIPMENT 4
22 40 00 - PLUMBING FIXTURES 4
22 40 01 - PLUBMING SPECIALTIES 3

DIVISION 23 - MECHANICAL

23 05 00 - BASIC MECHANICAL REQIREMENTS 6
23 05 13 - MOTORS 5
23 05 29 - SUPPORTS AND ANCHORS 4
23 05 53 - MECHANICAL IDENTIFICATION 2
23 05 93 - TESTING, ADJUSTING, AND BALANCING 4
23 07 01 - PIPE INSULATION 4
23 31 00 - DUCTWORK 3
23 33 00 - DUCTWORK ACCESSORIES 3

DIVISION 26 - ELECTRICAL:

26 01 00 - GENERAL PROVISIONS FOR ELECTRICAL 6
26 05 19 - LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES 7
26 05 26 - GOUNDING AND BONDING FOR ELECTRICAL SYSTEMS 7
26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS 6
26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS 16
26 27 26 - WIRING DEVICES 6
26 51 00 - INTERIOR LIGHTING 6
26 56 29 - SITE LIGHTING 3

DIVISION 31 - EARTHWORK:

31 16 00 - SITE PREPARATION 3
31 22 22 - EARTHWORK FOR ROADS, DRIVEWAYS, AND WALKS 3
31 23 39 - EXCAVATING, BACKFILLING, AND COMPACTING 7
31 23 79 - TRENCHING, BACKFILLING, AND COMPACTING 8
31 25 00 – SOIL EROSION AND SEDIMENT CONTROLS 3

DIVISION 32 - EXTERIOR IMPROVEMENTS:

32 10 00.13 - ROADS, DRIVEWAYS, AND WALKS 10
32 92 00.19 - LAWNS AND GRASSES 3

DIVISION 33 - UTILITIES:

33 12 21 - HYDRANTS 2

INDEX OF DRAWINGS

GENERAL

G-100	COVER SHEET

CIVIL

C-001	TRAIN STATION - EXISTING TOPOGRAPHY
C-002	OUTBOUND PLATFORM - EXISTING TOPOGRAPHY
C-010	TRAIN STATION - CIVIL DEMOLITION PLAN
C-020	OUTBOUND PLATFORM - CIVIL DEMOLITION PLAN
C-110	TRAIN STATION PLAN
C-120	OUTBOUND PLATFORM PLAN
C-200	DETAILS
C-201	DETAILS
C-202	DETAILS

STRUCTURAL

S-100	RETAINING WALL AND STAIR PLAN AND DETAILS
S-101	SHALLOW FOUNDATIONS AND ALTERNATE #1 AND #4 PLANS AND DETAILS

ARCHITECTURAL

A-000	OVERALL ARCHITECTURAL SITE PLAN AND NOTES
A-001	SUGGESTED CONSTRUCTION PHASING PLAN AND NOTES
A-002	TRAIN STATION - DEMOLITION PLAN
A-003	OUTBOUND PLATFORM - DEMOLITION PLAN AND ELEVATIONS
A-004	OUTBOUND PLATFORM - DEMOLITION SECTION
A-005	TRAIN STATION - SOUTH DEMOLITION ELEVATIONS
A-006	TRAIN STATION - NORTH DEMOLITION ELEVATIONS
A-007	TRAIN STATION - EAST AND WEST DEMOLITION ELEVATIONS
A-100	TRAIN STATION - ENLARGED ARCHITECTURAL SITE PLAN - BASE BID
A-101	TRAIN STATION - ENLARGED ARCHITECTURAL SITE PLAN - ALTERNATE BIDS
A-110	TRAIN STATION - NEW WORK PLAN
A-120	OUTBOUND PLATFORM - NEW WORK PLAN - BASE BID AND ALTERNATE BID #2, NOTES AND LEGEND
A-210	TRAIN STATION - INTERIOR ELEVATIONS, ENLARGED TOILET ROOM PLAN, MOUNTING HEIGHTS AND WALL TYPE
A-211	TRAIN STATION - SOUTH ELEVATION / SECTION
A-212	TRAIN STATION - NORTH ELEVATION / SECTION
A-213	TRAIN STATION - EAST AND WEST ELEVATIONS / SECTIONS
A-220	OUTBOUND PLATFORM - ELEVATIONS AND SECTIONS - BASE BID
A-221	OUTBOUND PLATFORM - ELEVATIONS AND DETAILS - ALTERNATE BID #1 AND #2
A-310	TRAIN STATION - WALL SECTIONS AND DETAILS
A-311	TRAIN STATION - BUILT-IN BENCH DETAILS - ALTERNATE BID #3
A-312	TRAIN STATION - BUILT-IN MAGAZINE BOX - ALTERNATE BID #9
A-320	OUTBOUND PLATFORM - CANOPY SECTIONS AND DETAILS - ALTERNATE BIDS
A-321	OUTBOUND PLATFORM - CANOPY SECTION AND DETAILS - ALTERNATE BIDS
A-410	TRAIN STATION - ENLARGED TERRAZZO TILE REPAIR PLAN - ALTERNATE BID #5
A-500	CORNICE, GUTTER, AND MOULDING DETAILS
A-501	ROOF DETAILS
A-502	HISTORIC STONE AVENUE STATION SIGN AND ENTRY SIGNAGE WALL DETAILS - ALTERNATE BID #8
A-503	SIGNAGE LOCATION PLAN, SCHEDULE AND DETAILS
A-610	DOOR AND FRAME TYPES AND SCHEDULE, WINDOW TYPES, GENERAL NOTES AND GLAZING TYPE
A-700	ROOF AND REFLECTED CEILING PLANS AND NOTES

MECHANICAL

M-110	TRAIN STATION - NEW WORK PLAN - MECHANICAL - ALTERNATE #10

ELECTRICAL

E-001	TRAIN STATION – DEMOLITION PLAN – ELECTRICAL
E-002	OUTBOUND PLATFORM - DEMOLITION PLAN - ELECTRICAL
E-110	TRAIN STATION - NEW WORK PLANS - ELECTRICAL
E-120	OUTBOUND PLATFORM - NEW WORK PLAN AND COACH LIGHT PHOTOMETRICS - ELECTRICAL

PLUMBING

P-001	TRAIN STATION – DEMOLITION PLAN - PLUMBING
P-110	TRAIN STATION - PLUMBING PLANS AND DETAILS - ALTERNATE BID #10
P-210	GENERAL NOTES, SYMBOLS & ABBREVIATIONS - PLUMBING

SECTION 00 04 85

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

1.01 CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT INFORMATION

A. [*insert name of bidder*] BOLLER CONSTRUCTION COMPANY, INC., (the "Contractor"), having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.*, that the Contractor shall provide a drug free workplace for all employees engaged in the performance of work under the Bidding and Contract Documents (collectively the "Contract") by complying with the requirements of the Illinois Drug Free Workplace Act and, further certified, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

1. The Contractor further certifies that the Contractor is not ineligible for award of the Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

B. Contractor's full name:

BOLLER CONSTRUCTION COMPANY, INC.
(full name printed or typed)

C. BY: _____

D. Printed name: JOSHUA BOLLER

E. Title: PRESIDENT

SECTION 00 04 87

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

1.01 CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT INFORMATION

A. BOLLER CONSTRUCTION COMPANY, INC., Contractor, does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

B. Firm Name: BOLLER CONSTRUCTION COMPANY, INC.

C.BY: _____

JOSHUA BOLLER (AUTHORIZED AGENT OF CONTRACTOR)

PRESIDENT

SECTION 00 04 95

BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT

BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT

1.01 BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT INFORMATION

A. Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

B. The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

1. BOLLER CONSTRUCTION COMPANY, INC., as part of its bid on
   (Name of Contractor)
2. Contract for - Village of La Grange Stone Avenue Metra Station hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E 3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.
3. The undersigned further certifies and affirms that this proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

C. Firm Name: BOLLER CONSTRUCTION COMPANY, INC.

D. By: _____
(Authorized Agent of Contractor) JOSHUA BOLLER

E. PRESIDENT
(Title)

F. Subscribe and sworn to before me this 30th day of July

G. _____ (NOTARY PUBLIC)

OFFICIAL SEAL
Emily Arellano
Notary Public, State of Illinois
My commission expires 08-27-2016

Bond # 1022537

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] Boller Construction Co., Inc., 3045 W Washington St., Waukegan, IL 60085
as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] Hanover Insurance Company, 440 Lincoln St. Worcester, MA 01653,
organized and existing under the laws of the State of New Hampshir (hereinafter called the "Surety")

are held and firmly bound unto Village of La Grange, 53 South La Grange Road, La Grange, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of [insert full contract price here:] $ 919,000.00 for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated [insert contract date here:] September 9, 2013, with the Owner titled [insert contract title here:] Renovations to the Stone Avenue Metra Station" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for [insert general description of the Work here:] Renovations to the Stone Avenue Metra Station; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith ***[except as otherwise expressly provided in the Attachment ___ of the Contract]***; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner

or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this 9th day of September 2013.

Attest/Witness:

By: Shelley R Mu

Title: Asst.

Attest/Witness:

By: Bart Kuk

Title: Asst

PRINCIPAL

By: Boller Construction Co., Inc.

By: Joshua Boller, President

SURETY

By: Hanover Insurance Company

By: Roger Taylor, Attorney-in-fact

#10883939_v1

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Donald P. Carlson, Peter A. Mikuzis and/or Roger Taylor

of **Bannockburn, IL** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Fifteen Million and No/100 ($15,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **6th** day of **October 2008.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **6th** day of **October 2008**, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA ANN GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov 3, 2011

Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of September, 2013

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President

Bond # 1022537

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] Boller Construction Co., Inc., 3045 W Washington St., Waukegan, IL 60085
as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] Hanover Insurance Company, 440 Lincoln St. Worcester, MA 01653,
organized and existing under the laws of the State of New Hampshir (hereinafter called the "Surety")

are held and firmly bound unto Village of La Grange, 53 South La Grange Road, La Grange, Illinois, as the obligee (hereinafter called the "Owner"), for the use and benefit of itself and of claimants as hereinafter defined (the "Claimants") in the full and just sum of [insert full contract price here:] $ 919,000.00 to be paid to the Owner or the Claimants or the Owner's or the Claimant's assigns, to which payment well and truly to be made the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated [insert contract date here:] September 9, 201 3 with the Owner titled [insert contract title here:] Renovations to the Stone Avenue Metra Station" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall promptly pay or cause to be paid all sums of money that may be due to any Claimant with respect to the Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary Work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for [insert general description of the Work here:] Renovations to the Stone Avenue Metra Station; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith ***[except as otherwise expressly provided in Attachment A to the Contract]***; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a Claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor to provide, perform, or complete any part of the Work.

The Contractor and the Surety hereby jointly and severally agree that every Claimant that has not had all just claims for the furnishing of any part of the Work paid in full, including without limitation all

claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of that Claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due that Claimant, and may have execution therein; provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 of the Illinois Compiled Statutes shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

The Contractor and the Surety hereby jointly agree that the Owner may sue on this bond if the Owner is held liable to, or voluntarily agrees to pay, any Claimant directly, but nothing in this bond shall create any duty on the part of the Owner to pay any Claimant.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of the Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Signed and sealed this 9th day of September 201 3.

Attest/Witness:

By: _____

Title: Assistant Asst.

Attest/Witness:

By: _____

Title: _____

CONTRACTOR

By: Boller Construction Co., Inc.

By: _____
Joshua Boller, President

SURETY

By: Hanover Insurance Company

By: _____
Roger Taylor, Attorney-in-fact

#10884200_v1

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Donald P. Carlson, Peter A. Mikuzis and/or Roger Taylor

of **Bannockburn, IL** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Fifteen Million and No/100 ($15,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **6th** day of **October 2008.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **6th** day of **October 2008**, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA ANN GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov 3, 2011

Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of September, 2013

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President

LICENSE OR PERMIT TERM BOND

Bond No: BLCA117880

KNOW ALL MEN BY THESE PRESENTS, That we,

Boller Construction Co., Inc.

of 3045 W Washington St Waukegan, IL 60085, as Principal,

and The Hanover Insurance Company a New Hampshire corporation, as

Surety, are held and firmly bound unto Village of La Grange,

as Obligee, in the penal sum of Five Thousand Dollars ($ 5,000.00) Dollars, good and lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, jointly and severally, firmly by these presents.

WHEREAS the said Principal has applied to said Obligee for a license or permit for General Contractor

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully observe and honestly comply with the provisions of all Laws or Ordinances of said Obligee regulating the business for which license or permit is issued, then this Obligation shall be void, otherwise to be and remain in full force and virtue.

THIS BOND IS EFFECTIVE the 30th day of September, 2013

LIABILITY UNDER THIS BOND SHALL terminate as of the 30th day of September, 2014 as to any acts subsequent thereto, unless said bond is continued in force from year to year by the issuance of a continuation certificate issued by the Surety. The aggregate liability of the Surety shall in no event exceed the amount of this bond regardless of the number of claims against the bond or the number of years the bond remains in force.

PROVIDED, THE LIABILITY OF THE SURETY may be terminated at any time by filing with the Obligee ten (10) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already incurred under this bond, or which shall accrue hereunder before the expiration of the ten day period.

Signed, sealed and dated the 30th day of September, 2013

Boller Construction Co., Inc.

By: _____

Principal

THE HANOVER INSURANCE COMPANY INCORPORATED 1972 NEW HAMPSHIRE

The Hanover Insurance Company

By: _____

Roger Taylor, Attorney-in-Fact

Bond No.: BLCA117880

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Roger Taylor

of Bannockburn, IL

and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Contractor Compliance License or Permit Term Bond

In the amount of $5,000.00

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **22nd** day of **August 2012**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **22nd** day of **August 2012** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **30th** day of **September 2013**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President

Metra

SCHEDULE A
PRIME CONTRACTOR
COMMITMENT TO DBE SUBCONTRACTOR PARTICIPATION
CONSTRUCTION

NAME OF PRIME CONTRACTOR: BOLLER CONSTRUCTION COMPANY, INC. NAME OF PROJECT: RENOVATIONS TO THE STONE AVE. METRA STATION

NOTE: THE BIDDER MUST COMPLETE, SIGN AND RETURN THIS FORM BEFORE OR WITH THE BID SUBMITTAL IN ORDER TO BE RESPONSIVE. **Please review pages 7 through 11 of this Exhibit, "B. General Conditions", regarding counting DBE Participation towards the DBE Goal.**

ALSO NOTE that if the bidder is itself a DBE, the DBE bidder must indicate the scope of work its forces will actually perform (outside of the work of any subcontractor) and the dollar amount of that work. If this amount does not satisfy the DBE goal, the DBE bidder must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with their work scope and agreed price, on this Schedule A.

DBE Goal 20 % Any DBE listed on Schedule A and/or D must be certified by the IL UCP at the time of the bid opening.

NAME OF DBE CONTRACTOR	CONTACT PERSON	TELEPHONE NUMBER	SCOPE OF WORK TO BE PERFORMED PER METRA DBE CERTIFICATION	AGREED PRICE
Carrera Concrete Const.	Jose P. Carrera	847-290-3900	Site Conc	$ 47,625
Jaymor Electric	Maureen Jung	847-245-4720	Electrical	$ 39,000
Reilly Exc. & Wrecking	Cathy Reilley	773-205-1444	Excavation	$ 91,600
Durango Painting	Roman Arambula	630-978-1644	Painting	$ 12,400

TOTAL DBE COMMITMENT $ 190,625

The Contractor must obtain prior approval from Metra in order to make any substitutions for any DBE firms.

DBE participation is based ***SOLELY*** on the base bid, ***AND WILL NOT INCLUDE ANY ALLOWANCES OR ALTERNATE BIDS***. Note that in the event Metra awards a contract, Metra expects any DBE listed on this Schedule A to perform the same or similar subcontractor construction activities authorized under the allowance. In addition, if Metra awards an alternate bid, Metra expects any DBE listed on this Schedule A to perform the same or similar subcontractor work contained in the alternate bid.

I hereby certify that arrangements have been made for the foregoing work with the listed DBE subcontractor(s). I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include deparment and/or prosecution under applicable State and Federal Laws.

JOSHUA BOLLER, PRESIDENT — Print Name and Title

Signature <TO BE SIGNED BY PRIME CONTRACTOR>

7-30-1 — Date

DBE participation from any other contract will not count towards the DBE goal on this Contract. The DBE(s) that you list on this Schedule A must be used to reach this Contract=s goal.

AFFIDAVITS/CERTIFICATIONS FOR CONTRACTORS

FILL IN THE BLANKS AND SUBMIT THIS FORM WITH BID. HAVE APPLICABLE SIGNATURES NOTARIZED.

STATE OF ILLINOIS

COUNTY OF LAKE

The undersigned represents that s/he is JOSHUA BOLLER (Print Name) ("Undersigned") the PRESIDENT of BOLLER CONSTRUCTION COMPANY, INC.

(Print "President" or Other Proper Title) (Print Name of Entity)

("Company" or "Undersigned") and is authorized to attest on behalf of himself/herself and said Company by stating as follows:

A. PROHIBITED INTERESTS AND CONFLICTS OF INTEREST

1. PUBLIC OFFICER PROHIBITED ACTIVITIES ACT AFFIDAVIT

The Company is the bidder submitting this bid and that the proposer is in compliance with provisions set forth in the Public Officer Prohibited Activities, 50 ILCS 105/0.01, et seq., and to the best of its knowledge and belief, no person holding office, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his/her own name or in the name of any other person, association, trust, or corporation, in this contract or the performance of any work/services under this contract which such officer has been or may be called upon to act or vote.

2. METRA'S CONFLICTS OF INTEREST ORDINANCE

Pursuant to §4.03 of Metra's Bidding Regulations:

Members of the Board, officers, and employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any contract or any direct pecuniary interest in any contract which will be wholly or partially performed by the payment of funds or the transfer of property of the Metra. Any firm, partnership, association, or corporation from which any member of the Board, officer, or employee of the Metra is entitled to receive more than seven and one half percent (7-1/2%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by payment of funds or the transfer of property of Metra.

Any firm, partnership, association, or corporation from which members of the Board, officers, employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are entitled to receive in the aggregate more than fifteen percent (15%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by the payment of funds or the transfer of property of Metra.

Board members and employees are prohibited from participating in the selection, award, or administration of a contract supported by Metra funds, federal funds, or any other grant funds if a real conflict of interest or, to his or her knowledge, an apparent conflict of interest would be involved. A real or apparent conflict of interest would arise when any of the following has an interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family (as listed above in the first paragraph); © his or her business partner; or (d) an organization that employs, or intends to employ, any of the above. "Apparent" is defined under this paragraph as being one in which a person is an officer or director of an entity, or has an interest in the ownership or profits of an entity, and such interest appears substantial to a reasonable person. "Interest" is defined under this paragraph as a direct or indirect entitlement to receive any of the entity's profits.

In addition, Undersigned states that no officer of Metra has represented, either as an agent or otherwise, the proposer with respect to this application or bid for contract. Finally, Undersigned states that to best of its knowledge and belief, no officer of Metra has received or been offered from any person on behalf of the proposer, either directly or indirectly, any money or other thing of value as a gift, bribe, or means of influencing any vote or action in any official's capacity. Furthermore, Undersigned certifies that, to the best of its knowledge, it is in compliance with Metra's Bidding Regulations and is unaware of any of the foregoing persons having an interest prohibited by Section 4.03 of the Bidding Regulations.

B. NON-COLLUSION AFFIDAVIT.

The Company is the bidder submitting this bid and that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such bid is genuine and not collusive or a sham and that said proposer has not been a party to any agreement or collusion among bidders/proposers or prospective bidders/proposers in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or to refrain from proposing, and has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of Metra, or of any proposer or anyone else interested in the proposed contract.

C. CERTIFICATE FOR BID.

as a part of its offer to contract for services to metra, the Undersigned hereby certifies that neither the Company nor any of its principals are barred from proposing on the aforementioned contract as a result of a violation of either Section 33 E-# or 33-4 of 720 ILCS 5/33 E.

D. CERTIFICATE OF DEBARMENT.

As the potential contractor for a primary contract, or subcontractor to a primary contractor for subcontracts over $100,000, the Undersigned certifies to the best of its knowledge and belief, that the Company and its principals:

1. Are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Debarred from federal contracts for violations of various public contracts incorporating labor standard provisions;

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government entity;

3. (a) have not been convicted under the laws of Illinois or any other state of bribery or attempting to bribe any government officer or employee or have made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct. No business shall be barred from contracting with the Village of La Grange as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and : i) the business has been finally adjudicated not guilty; or ii) the business demonstrates to the Village of La Grange and the Village of La Grange finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961. For purposes of this Subsection (a), when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct. Contractor hereby certifies that the contractor and its subcontractors are not barred from being awarded a contract or subcontract under this Section.

(b) are not convicted of a felony. No person or business shall do business with the Village of La Grange from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. Contractor hereby certifies that the Contractor is not barred from being awarded a contract under this Section.

4. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state or local) for any reason; or

5. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state or local) terminated for cause or default.

(If the Undersigned is unable to certify to any of the statements in this certification, the Undersigned shall attach an explanation).

Exhibit L

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF THE FEDERAL FALSE CLAIMS ACT ARE APPLICABLE THERETO.

E. **CERTIFICATION OF RESTRICTIONS ON LOBBYING.**
This certification is required to be completed with the solicitation if the bid exceeds $25,000.00. Failure to return this certification with the solicitation may result in a determination that the offer is non-responsive or non-responsible.

The Undersigned certifies to the best of its knowledge or belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, grant, loan, or cooperative agreement, the Undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

F. **REVOLVING DOOR PROHIBITION.**
The Undersigned has reviewed its list of employees (and subcontractors) involved in this procurement and it has no knowledge of any former Metra employee being involved in the solicitation process in violation of Section 4.05 of Metra's Bidding Regulations.

Section 4.05 states that all Metra Board members and non-contract personnel in specified positions are expressly prohibited, for a period of one (1) year after terminating employment with Metra, from engaging in any procurement activity with Metra. A "specified position" is one that is non-contract, is held for a period of six (6) months preceding such termination, is at a Grade P12 or above (including M Grades), and is not merely clerical or ministerial in nature. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; or proposing bid, proposal, or contract documents on the part of the former employee or Board member, or in association with the former employee or Board member by or on behalf of any firm, partnership, association, or corporation affiliated with the former employee or Board member. The Undersigned certifies that the award and/or execution of a contract would not cause any violation of Section 4.05.

G. **CONTINUING OBLIGATION TO INFORM THE VILLAGE OF** LA GRANGE.
If Company acquires information after executing this certification that there may be an actual or apparent violation of any of the above Company shall promptly bring such information to the attention of the Village of La Grange. Company shall thereafter cooperate with the Village of La Grange's review and investigation of such information, and comply with any instruction it receives from the Village of La Grange in regard to remedying the situation.

H. **ILLINOIS WAGE ACT/DAVIS-BACON ACT CERTIFICATION.**
To the extent applicable, the Undersigned hereby certifies that the wage rate paid by said Undersigned will be no less than the wage rates set forth by the State of Illinois and the Federal Davis-Bacon Act. Labor classifications and current wage rates are available for review at the Village of La Grange Village Hall upon written request.

I. **PENALTIES.**
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the Contract pursuant to Metra's regulations and 31 U.S.C. §1352. A Company, who makes a false statement, material to the certification, is subject to termination for cause.

PRIME CONTRACTOR SIGNATURES REQUIRED ON NEXT PAGE

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of
31 U.S.C. §3801, et seq., apply to this certification and disclosure.

BOLLER CONSTRUCTION COMPANY, INC.
(Print) Name of Company

By: _____ Date: 7-30-13
JOSHUA BOLLER
Signature of Person Making Affidavit (Undersigned listed above)

PRESIDENT
(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribed and sworn to before me
this 30th day of July 20 13

Emily Arellano
Notary Public

OFFICIAL SEAL
Emily Arellano
Notary Public, State of Illinois
My commission expires 08-27-2016

C:\Temp\rev.cert_affidavit_06/03IFB.doc

Revised 11/09

Exhibit I

SUBCONTRACTOR
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER $25,000 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF ILLINOIS

COUNTY OF LAKE

The Undersigned represents that s/he is JOSHUA BOLLER ("Undersigned Subcontractor") the
(Print Name)

PRESIDENT of BOLLER CONSTRUCTION COMPANY, INC.
(Print "President" or Other Proper Title) (Print Name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and

Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over $25,000, the Undersigned Subcontractor certifies to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of the Village of La Grange.
3. The provisions of Section I above are applicable.

BOLLER CONSTRUCTION COMPANY, INC.
(Print) Name of Subcontractor Entity

By: _____ Date: 7-30-13 Signature of Person Making Affidavit (Undersigned above) JOSHUA BOLLER

PRESIDENT
(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribed and sworn to before me
this 30th day of July 20 13

Notary Public

C:\Temp\rev.cert_affidavit.06/03IFB.doc

OFFICIAL SEAL
Emily Arellano
Notary Public, State of Illinois
My commission expires 08-27-2016

Revised 11/09

BUY AMERICA CERTIFICATE

FOR FUNDS OBLIGATED AFTER JANUARY 6, 1983
OTHER THAN ROLLING STOCK

The Bidder hereby certifies that it will comply with the requirement of Section 165a of the Surface Transportation Assistance Act of 1982 and the regulations of 49 CFR 661.

Date 7-30-13

Signature

JOSHUA BOLLER

Title PRESIDENT

Company Name BOLLER CONSTRUCTION COMPANY, INC.

OR

The Bidder certifies that it cannot comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982, but may qualify for an exemption to the requirements pursuant to Section 165b of the Surface Transportation Act and regulations in 49 CFR 661.7.

Date

Signature

Title

Company Name

IMPORTANT:

THIS CERTIFICATE MUST BE EXECUTED AND SUBMITTED WITH THE BID/PROPOSAL. AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAVIER.

NOTE: The U.S./Canadian Free Trade Agreement does not supersede the Buy America Requirement.

TRAVELERS

eQuote Bind Confirmation

Account Name: BOLLER CONSTRUCTION CO., INC.

Submission No.: 58869
GL Policy No.: 6046N408
GL Limit: 1,000,000

Submission Status: Bound
Date of Activity: 10/4/2013
Umb Limit: 0

Contractor Name: BOLLER CONSTRUCTION CO., INC.

Policy Effective Date: 10/14/2013

Contract / Project No.: 13-48755

Agent Name: Roger Taylor

Commission: 15%

Billing Type: Agency Bill - Full Payment

Issuing Company: The Travelers Indemnity Company

Name Insured	BNSF Railway Company
Policy No.	SPS-1D640763-IND
Limits	2000/6000
Premium	3,482

Note: A change in total cost of construction may result in a change in the rate used in our calculations, and result in a change in the premium(s) shown on the proposal.

Thanks for your business.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Carlson Mikuzis and Taylor
Roger Taylor
2221 Lakeside Drive
Bannockburn IL 60015

CONTACT NAME: Barb Kiehn
PHONE (A/C, No, Ext): (847) 735-9988 FAX (A/C, No): (847) 735-9933
E-MAIL ADDRESS: bkiehn@cmtins.com

INSURED (847) 662-5566 FAX (847) 662-7392
Boller Construction Co., Inc.
3045 W Washington St.
Waukegan IL 60085

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers of Illinois	25674
INSURER C: Travelers Indeminity Co	25666
INSURER D: Charter Oak Fire Insurance Co	25615
INSURER E: Travelers Property Casualty	
INSURER F: Lexington Insurance Company	

COVERAGES CERTIFICATE NUMBER: CL1310403562 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X XCU included GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC	X		DT-CO-6046N408	06/01/2013	06/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		DT-810-5807B776	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		DTSM-CUP-5807B788	06/01/2013	06/01/2014	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DTOUB-6046N408	06/01/2013	06/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Builders Risk			660-6D98156A	10/14/2013	10/14/2014	Limit of Insurance Ded	$919,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Stone Avenue Metra Station renovations
Add'l Insured: Village of La Grange; Legat Architects, Inc.; The Commuter Rail Division of the Regional Transportation Authority, a division of an IL municipal corporation and its affiliated separate public corporation known as the Northeast IL Regional Commuter Railroad Corporation both operating under the service mark METRA as now exists or may hereafter be constituted or acquired, the Regional Transporation Autority, an IL municipal corporation & other railroads operating on METRA property; BNSF Railway Company

CERTIFICATE HOLDER

Village of La Grange
53 S La Grange Rd.
La Grange, IL 60525

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger Taylor/BARB

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Carlson Mikuzis and Taylor
Roger Taylor
2221 Lakeside Drive
Bannockburn IL 60015

CONTACT NAME: Barb Kiehn
PHONE (A/C, No, Ext): (847) 735-9988 FAX (A/C, No): (847) 735-9933
E-MAIL ADDRESS: bkiehn@cmtins.com

INSURED (847) 662-5566 FAX (847) 662-7392
Boller Construction Co., Inc.
3045 W Washington St.
Waukegan IL 60085

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers of Illinois	25674
INSURER C: Travelers Indeminity Co	25666
INSURER D: Charter Oak Fire Insurance Co	25615
INSURER E: Travelers Property Casualty	
INSURER F: Lexington Insurance Company	

COVERAGES CERTIFICATE NUMBER: CL1310403562 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X XCU included GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC			DT-CO-6046N408	06/01/2013	06/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			DT-810-5807B776	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			DTSM-CUP-5807B788	06/01/2013	06/01/2014	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DTOUB-6046N408	06/01/2013	06/01/2014	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Railroad Protective Liability			SPS-1D640763-IND	10/14/2013	10/14/2014	Limit of Insurance	$2m/$6m

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Stone Avenue Metra Station renovations

CERTIFICATE HOLDER

BNSF Railway Company
2500 Lou Menk Dr. - AOB3
Fort Worth, TX 76131

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger Taylor/BARB

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Carlson Mikuzis and Taylor
Roger Taylor
2221 Lakeside Drive
Bannockburn IL 60015

CONTACT NAME: Barb Kiehn
PHONE (A/C, No, Ext): (847) 735-9988 FAX (A/C, No): (847) 735-9933
E-MAIL ADDRESS: bkiehn@cmtins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers of Illinois	25674
INSURER C: Travelers Indeminity Co	25666
INSURER D: Charter Oak Fire Insurance Co	25615
INSURER E: Travelers Property Casualty	
INSURER F: Lexington Insurance Company	

INSURED (847) 662-5566 FAX (847) 662-7392
Boller Construction Co., Inc.
3045 W Washington St.
Waukegan IL 60085

COVERAGES CERTIFICATE NUMBER: CL1352303183 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X XCU included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			DT-CO-6046N408	06/01/2013	06/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			DT-810-5807B776	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			DTSM-CUP-5807B788	06/01/2013	06/01/2014	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DTOUB-6046N408	06/01/2013	06/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Stone Avenue Metra Station renovations
Add'l Insured: Village of La Grange; Legat Architects, Inc.; The Commuter Rail Division of the Regional Transportation Authority, a division of an IL municipal corporation and its affiliated separate public corporation known as the Northeast IL Regional Commuter Railroad Corporation both operating under the service mark METRA as now exists or may hereafter be constituted or acquired, the Regional Transporation Autority, an IL municipal corporation & other railroads operating on METRA property

CERTIFICATE HOLDER

Village of La Grange
53 S La Grange Rd.
La Grange, IL 60525

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger Taylor/BARB

© 1988-2010 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD

E-MAILED 10/3/13

BOLLER CONSTRUCTION COMPANY, INC.

3045 W. WASHINGTON STREET
WAUKEGAN, IL 60085-4843
847-662-5566 Phone
847-662-7392 Fax

SUBCONTRACTOR AGREEMENT

Job: 13-272 METRA STONE AVENUE

Subcontract #: 13272-3100
Cost Code/Category: 3-100 S

This Agreement made and effective September 25, 2013 by and between BOLLER CONSTRUCTION COMPANY INC., located at 3045 W. Washington Street, Waukegan, IL. hereinafter called "Contractor", and

Carrera Concrete Construction
1395 Louis Ave
Elk Grove Village, IL 60007
Phone: (847)290-3900 Fax:(847)290-3901

hereinafter called "Subcontractor", and as used in this agreement "Subcontractor" shall include all sub-subcontractors, suppliers, or persons supplying labor hired by Subcontractor to perform work as described below:

PROJECT: METRA STONE AVENUE
701 W Burlington AVE
LA GRANGE, IL

OWNER: VILLAGE OF LAGRANGE

OWNER CONTRACT DATE: 9/24/2013

✓ **SUBCONTRACTOR PRICE:** **$47,625.00**

WORK: Furnish all material, labor, equipment and insurance needed to complete the CONCRETE FLAT WORK (SIDEWALK, CURB, DETECTABLE WARNING PCC, UNDERLAYMENT) INCLUDES CAULKING JOINTS. ALL FINAL QUANTITY BASED ON UNIT PRICING PER ~~[illegible]~~ CARRERA PROPOSAL. 7/30/13 RB

ALTERNATE NOT APPROVED BUT CAN BE APPROVED AT FUTURE DATE
ALT 7 $18,022.00 — SEE proposal by Carrera dated 7/30/13. RB
ALT 11 $12,790.00 — SEE proposal by Carrera dated 7/30/13. RB

BASE PRICE ~~$58,125.00~~ 62,625.00 RB

STAIR ~~$10,000.00~~ -15,000.00 RB

ADDED UNIT PRICE WORK ~~$3,500.00~~

PER PARAGRAPH 4.12 of this Subcontract regarding **SAFETY & CLEANUP**, you are responsible for cleanup of your trade at each area you work as your work progresses.

* All aggregate is to be provided + Placed by others
* Excludes: QA/QC, Engineering + Restoration, Trench Drain
* Exclusions: Winter Protection + Saturday Work, Stairs + Risers.
* Base Bid is for Work shown on C-110.
* All work shown on C-120 is Not part above pricing.

SUBMITTALS REQUIRED BY: 10/3/13

ALTERNATES: SEE ABOVE

All work is to be performed in strict accordance with the plan sheets SEE EXHIBIT D dated 7/1/2013; and specifications including General Conditions prepared by LEGAT ARCHITECTS and dated: , addenda none. All work of Subcontractor required or necessary to complete the Project in a first class and workman like manner, including without limitation, the furnishing of all labor, equipment, tools, scaffolding, hoisting, transportation, supervision, coordination, communication, unloading, distributing, ~~shop drawings~~, ~~erection drawings~~, details, certifications, insurance, guarantees and warranties, ~~demonstrations~~, operating instructions, ~~maintenance~~, ~~manufacturer and field tests and tests reports~~, ~~samples~~, brochures and storage is included herein.

This Agreement, including all exhibits and schedules annexed hereto, constitutes the entire Agreement between the Contractor and Subcontractor. No representative, warranties, undertakings or promises, whether oral, implied or otherwise, can be made or have been made by either Contractor or Subcontractor to the other unless expressly stated herein or unless hereafter mutually agreed to in writing by Contractor and Subcontractor. All amendments, supplements, or riders hereto, if any, shall be in writing executed by both parties and attached to this Agreement.

ARTICLE 1
SCOPE OF WORK

1.0 WORK. The Contractor employs Subcontractor as an independent contractor to furnish all material and perform all labor in accordance with the prime contract between owner and contractor and applicable drawings and specifications. The work included in this subcontract is done under the direction of above said architect, and his decisions as to the true meaning of the drawings and specifications shall govern as provided in the owner's principal contract. Subcontractor agrees to comply with provisions of Fair Employment Act and terms of Equal Employment Opportunity Requirements including plans for mandatory minority employment plans.

ARTICLE 2
SCHEDULE OF WORK

2.0 TIME IS OF THE ESSENCE. The parties agree to perform their work so the Project may be completed on schedule. Subcontractor shall provide requested schedule information. Contractor shall prepare the schedule of work, and Subcontractor shall be bound to it. If Subcontractor disagrees with the schedule, Subcontractor shall object within five (5) days of receipt. A failure to object waives all objections. If no schedule is provided, Subcontractor agrees to provide necessary workers to complete work as requested by Contractor. It shall be a condition precedent to the payment of any sums due hereunder that Subcontractor shall have delivered to Contractor a fully executed counterpart of this Subcontract Agreement before beginning to perform the work.

ARTICLE 3
PAYMENT

3.0 SWORN STATEMENT. Subcontractor must provide a sworn statement detailing all subcontractors, suppliers and equipment lessors hired by Subcontractor to provide labor, tools, equipment (including all rentals of any kind), material, or services necessary to complete work. For each such subcontractor, supplier and equipment lessor, the sworn statement shall state the amount of the contract, the amount paid to date, the amount of payment requested and the balance to become due. If materials are prepurchased or purchased for stock and so listed on sworn statement, then Subcontractor shall provide copy of original invoice showing this transaction. Failure to list any and all suppliers, equipment lessors and subcontractors on the sworn statement gives Contractor adequate reason to delay payment or withhold necessary funds to assure lien free job and satisfaction of Labor and Material bonds.

3.1 LIEN. Subcontractor shall complete his work in a manner satisfactory to Contractor and shall keep the property upon which work is performed free of any claim or lien. Should the property upon which work is performed or supplies delivered become subject to lien or claim, then Contractor may after (3) three day written notice to the Subcontractor, pay over an amount sufficient to discharge such lien or claim and deduct all payments and costs from Subcontractor.

3.2 ADDITIONAL DOCUMENTS. As a condition to each progress payment and to final payment, Subcontractor shall provide, in a form satisfactory to owner and Contractor, unconditional lien waivers or claim waivers and affidavits from Subcontractor and its sub-subcontractors, suppliers and equipment lessors for the time period of each applicable payment application. No payment received by Subcontractor for Work performed on this project shall be used to satisfy or secure any indebtedness other than the one owed by Subcontractor to a person for this project. Contractor shall have the right to contact Subcontractor's sub subcontractors, suppliers and equipment lessors to insure that they are being paid for this Project and that such payments are being credited to this Project. Copy of performance bond is available from Contractor upon request and Subcontractor may request additional financial information from Owner.

3.3 PAYMENT. If Subcontractor shall fulfill the terms of this Subcontract to the satisfaction of Owner, Contractor and Architect (if any), and upon receipt of Subcontractor's application for payment, partial and final lien waivers, affidavits and supporting documentation all in form and substance acceptable to Contractor. Contractor will pay to Subcontractor the subcontract price, subject to any additions or reductions for changes as required by this Subcontract, and less partial payments to date. All payments to Subcontractor shall be made on the basis of and only to the extent of money actually received by Contractor from Owner. The subcontractor expressly agrees to accept the risk that he will not be paid for work performed in the event the Contractor is not paid by the Owner for such work and that Subcontractor relies for payment on the credit and ability of the Owner to pay and not that of the Contractor and that Subcontractor accepts condition for payment based upon owner's payment to contractor. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, his sub-subcontractor or his suppliers is subject to the same conditions as outlined above and limits the Contractor's liability to the Subcontractor. The Subcontractor and his suppliers and sub-subcontractors agree that the liability of the surety on Contractor's labor, material, and payment bond is limited to and shall not exceed original subcontract amount and is reduced by payments made to Subcontractor per his sworn statement. Acceptance of final payment to Subcontractor shall constitute a waiver of all claims by Subcontractor and its sub-subcontractor's and suppliers relating to Subcontractor's Work, and Subcontractor will indemnify Contractor from liability including attorney fees, if claims by its suppliers or sub-subcontractors are asserted after final payment. The Subcontractor expressly agrees that the receipt of payments by the Contractor from the Owner shall be a condition precedent to any obligation of Contractor to make payments to Subcontractor hereunder. Any payments made to Subcontractor shall not constitute or imply acceptance of any portion of Subcontractor's Work. All payments will reflect any applicable retainage, which shall not exceed the percentage retained by Owner from Contractor's payment for Subcontractor's Work unless Contractor has reason to withhold due to provisions of this subcontract.

ARTICLE 4
SUBCONTRACTOR'S OBLIGATIONS

4.0 CLEAN UP. Subcontractor shall remove any and all debris or packaging daily. For whatever debris is not removed, Boller Construction will remove of same and charge Subcontractor costs thereof as a backcharge.

4.1 SUBCONTRACTOR SUPERVISION. Subcontractor shall furnish a competent individual who shall be present at job site during performance of its work. This representative shall be empowered to act on behalf of Subcontractor in all matters and must be acceptable to the Contractor.

4.2 SUBCONTRACTOR'S INSURANCE. Before starting Work, Subcontractor shall familiarize itself with the insurance requirements of Owner and shall procure and maintain all insurance requirements as called for in Owner's Contract with Boller and Specifications. This insurance shall be the primary insurance before any other policy. Workmen's Compensation insurance, covering full statutory liability for injuries sustained by any of Subcontractor's employees under the Workmen's Compensation Act of the state in which the work is to be performed will be supplied by Subcontractor. Subcontractor shall provide insurance including Automobile Liability (including all owned, non-owned, and hired vehicles); Operations Liability; Protective Liability; Products and Completed Operations Liability; Liability for Mold and Pollution Exposure and Remediation and Contractual Liability including broad form CGL endorsement (to insure indemnification of Contractor as set forth in paragraph 4.8 hereof); and, if underground work is being performed, Subcontractor shall carry an XCU endorsement. Minimum aggregate and occurrence coverage for the above-designated liabilities shall be as set forth in the prime contract between Owner and Contractor, including the General Conditions of Construction, or the following minimum coverage, whichever is greater:

Workmen's Compensation - statutory

cf

Employer's Liability Coverage "B" - $1,000,000
Comprehensive General Liability
Bodily Injury: $1,000,000 each occurrence-$2,000,000 aggregate
Property Damage: $1,000,000 each occurrence-$2,000,000 aggregate
Products and Completed Operations for two years following completion of the work: each occurrence $1,000,000
Excess Liability: $5,000,000
Mold and Pollution Liability (on blanket basis covering bodily injury, property damages
and environmental restoration claims arising out of performing work under the Subcontract
involving the supplying, handling, clean-up or excavation of waste or hazardous substances):
$1,000,000 each occurrence - $2,000,000 aggregate

Automobile Liability (including all owned, no -owned, and hired vehicles)
Bodily Injury: $1,000,000 each person-$1,000,000 each occurrence
Property Damage: $1,000,000

Contractor and Owner shall be named as additional insured on a primary and non-contributory basis on each of these policies, including general liability policy. All policies shall contain a provision that the coverages afforded shall neither be canceled nor not renewed, nor restrictive modifications added unless 30 days prior written notice is given to Contractor. Certificates of insurance, or certified copies of policies and "Additional Insured" policy endorsements acceptable to Contractor, shall be filed with Contractor prior to the commencements of Subcontractor's Work. Subcontractor assumes all risks of loss and liability for damage or loss to his material, tools, and equipment. If insurance coverage is provided by a Builders Risk Policy for the repair or replacement of all or part of Subcontractor's work hereunder, the Subcontractor is responsible for payment of any deductible required by such policy and will receive payment only as directed by holder of policy for items under this Subcontract.

Subcontractor shall require each lower tier subcontractor with which it contracts to complete any part of the scope of work of this Subcontract to obtain and provide for Contractor's benefit the same types, scopes and limits of insurance as required of Subcontractor hereunder. Contractor and Owner shall be named as additional insured on a primary and non-contributory basis on each such policy. Subcontractor shall provide certificates of insurance or certified copies of applicable policies and "Additional Insured" policy endorsements from all lower tier subcontractors before Subcontractor begins the work.

It shall be a condition precedent to the payment of any sums due hereunder that Subcontractor shall have delivered to Contractor all insurance documents required hereunder. Contractor's failure to obtain certificates of insurance or other insurance documents from Subcontractor, or making payment under this agreement, shall not constitute a waiver of any of Contractor's rights hereunder.

4.3 COORDINATION. Subcontractor shall cooperate with Contractor and all others whose work may interfere with, relate to or depend on Subcontractor's Work. Before his work starts, Subcontractor will personally inspect, note and advise Contractor in writing any interference and/or defect in the work of others, which relates to Subcontractor's Work or Project requirements. Subcontractor will make this inspection in time to meet schedule and allowing Contractor or other Subcontractors a reasonable time to remedy any defects so observed. Subcontractor agrees he has accepted work of others if no such written objection is made and is responsible for all costs of replacement if required. If such defects are discovered, Subcontractor shall notify Contractor immediately. Subcontractor is not responsible for the work of others.

4.4 PERMITS, FEES AND LICENSES. Subcontractor shall secure and pay for all applicable ~~permits, utility fees~~, licenses, assessments, ~~inspections~~, taxes or other fees which apply to Subcontract work.

4.5 SUBCONTRACT BOND. If requested by Contractor, Subcontractor shall obtain bonds in the amount, form and by a surety satisfactory to Contractor. Subcontractor shall be reimbursed without retainage for the cost of such bonds, provided the bonds requested are not stipulated as a requirement in the bidding documents issued to Subcontractor.

4.6 WORKMANSHIP. Work will be performed in strict accordance with contract documents. All workmanship will be of the best kind only. New materials will be used, except as otherwise expressly provided. No substitutions allowed without Contractor authorization. Subcontractor is responsible for all costs of removal and replacement when materials are not accepted. Subcontractor will pay all costs for repairing work of other trades caused by his installation. Subcontractor shall provide all guarantees, warranties, and other maintenance agreements as required in specifications for all work performed by this Subcontract. Subcontractor shall be responsible for the protection of his material delivered and work performed until completion and final acceptance. Subcontractor assumes all risk for damages or loss to all materials, tools, and equipment which belong to him or under his control. All work shall be delivered complete and undamaged.

4.7 STORAGE OF MATERIALS. When erection is part of the agreement, Subcontractor shall be responsible for unloading and safe storage of materials. Subcontractor shall examine work furnished by others and handle its items so as to insure satisfactory installation without damage to other work.

4.8 INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor from and against all claims, damages, loss, and expenses, including attorney's and consultant's fees, (including without limitation, claims resulting from, property damage of any kind; personal injury; death; OSHA fines;intellectual property infringement; fines or expenses caused by failure to comply with all laws, codes and ordinances affecting the Work; mold and hazardous materials exposure;and remediation; and mechanics lien or bond claims by subcontractors, suppliers, workers or any others in privity with Subcontractor) arising out of or resulting from the performance of Subcontractor's Work which are attributable to or caused in whole or part by any negligent acts or omissions of Subcontractor, or which result from failure to perform obligations set forth in this Subcontract agreement. The obligations of this paragraph shall not extend to damages or losses caused by or resulting from the sole negligence of Contractor.

In claims against any person or entity indemnified under this Section 4.8 by an employee of the Subcontractor, a lower tier subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor of a lower tier subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

4.9 LABOR. Subcontractor agrees to avoid all disputes with labor organizations, pay all dues, and to employ only such personnel as are approved by labor organizations with which Contractor may be affiliated or may otherwise be applicable to the work being performed pursuant to this agreement. Contractor may deduct from subcontract and pay labor dues or fines directly to unions if unpaid by subcontractor. Subcontractor further agrees to comply with all federal, state, and local laws, including, but not limited to: equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, and OSHA. Subcontractor shall employ only workers whose work will be acceptable to and in harmony with other workers and will remove any worker from site when requested by Contractor.

4.10 PROTECTION OF THE WORK. Subcontractor shall properly protect its work and the work of others from damage caused by Subcontractor's operation. Should Subcontractor cause damage to the work, Subcontractor shall promptly remedy such damage. Alternatively, Contractor may remedy the damage and deduct the cost thereof from any amounts due Subcontractor. No notice is required for Contractor remedy.

4.11 DOCUMENTATION. Under penalty of default, Subcontractor agrees to timely submit any reports required by Contractor, including those required for preparation of construction performance schedules, shop drawings, fabrication, installation or performance. Subcontractor further agrees to timely deliver all waivers of lien; necessary EEO,

payroll and/or Occupational Safety and Health Act reports, as required, and any other documentation required. The approval of all submittals will be general in nature and will not mean that they have been checked for measurement, quantity, or completeness and will in no way relieve Subcontractor from the necessity of furnishing a complete product as required by the drawings and specifications

4.12 SAFETY AND CLEANUP. Subcontractor and each of its lower tier subcontractors shall follow Contractor's cleanup and safety directions; construction industry Safety Rules and Regulations; and federal state and local laws and standards. Subcontractor and each of its lower tier subcontractors shall provide sufficient safe and proper facilities for the inspection of work. Subcontractor agrees to keep the Project free from and to remove debris and unsafe conditions. If Subcontractor or any of its lower tier subcontractors fails to comply after receipt of 24 hour written notice of noncompliance or in case of emergency immediate notice, Contractor may implement safety or cleanup measures and charge the cost thereof against Subcontractor. Subcontractor and each of its lower tier subcontractors agrees that its employees may be exposed to hazardous materials on job site and Subcontractor is responsible for the training and safety of its employees and those of its lower tier subcontractors and will supply its own supplies and safety equipment. Material Safety Data Sheets for hazardous material are to be provided by Subcontractor and will be present at job site or construction office for your review.

4.13 GUARANTEE. Subcontractor shall and does hereby guarantee and warrant for the period of the applicable statute of limitations, that all its work is of the highest quality workmanship, that all materials are new, and that all work complies in all respects with all plans and specifications and all other requirements of this Subcontract Agreement. Subcontractor shall promptly on receipt of notice make good, without additional cost, any and all defects or damages directly or indirectly due to imperfect workmanship or materials or other failure to comply in all respects with all plans and specification and all other requirements of this Subcontract Agreement for a period of time set forth in the specifications, or if no period is specified therein, for one year following acceptance of the Project by Owner or Architect.

4.14 CLAIMS AND DISPUTES. Subcontractor agrees Subcontractor shall give Contractor written notice of all claims within three (3) days of the event for which a claim is made; failure to do so shall constitute a waiver of such claim. Subcontractor must make all claims for which Owner is or may be liable in the manner provided in the contract documents for like claims by Contractor upon Owner. Failure of Subcontractor making timely claims relieves Contractor of costs, time extensions, or other breaches associated with making this claim to owner Subcontractor shall proceed and complete its work pending final resolution of the dispute without delay.

4.15 ASSIGNMENT. Subcontractor shall not assign, subcontract, sell, or assign the proceeds of this or any part of this agreement for Work without the prior written approval of Contractor. Breach of this paragraph allows Contractor to take any action necessary to resolve problems without notice and deduct all costs from Subcontractor.

4.16 DRUG FREE WORK PLACE. Subcontractor agrees to require all employees to submit to drug testing as a requirement to work on certain jobs. Both mandatory and random drug testing is now required in federal, state and private construction contracts and Subcontractor agrees to provide a drug free work place including the cost of drug testing and remedial action.

ARTICLE 5
REMEDIES

5.0 EMERGENCY. In case of emergency endangering life or property, the Contractor does not have to give Subcontractor any notice in order to secure or remedy the emergency. This includes but is not limited to safety, debris clean up, or emergency repairs. Subcontractor will be backcharged cost associated with his work.

5.1 CHANGES. Upon request, Subcontractor shall provide firm price quotations in writing for additional work to be done. Subcontractor shall make any and all changes in the work, and the value of the work added or deleted shall be computed and determined and the Contract adjusted only by written change order executed by Contractor. No officer, employee, or agent of the contractor is authorized to direct any extra or change in work by oral order. Subcontractor must obtain any changes in writing and in no case will a verbal order, objection, claim or notice be binding Nothing herein contained shall excuse the Subcontractor from proceeding promptly with the prosecution of the work as ordered in writing by the Contractor and failure to do so shall constitute a breach of subcontract. Faxed authorizations are acceptable.

5.2 NO DAMAGES FOR DELAY. The time for Subcontractor's work shall be extended by change order to the extent a comparable schedule extension is obtained by Contractor from owner. Contractor shall not be liable to Subcontractor for any damages as a consequence of delays caused by others, unless Contractor first recovers such damages on behalf of Subcontractor. Absent such recovery, Subcontractor's sole remedy for delay shall be a no cost time extension.

5.3 DEFAULT. If Subcontractor fails to supply enough properly skilled workers, proper materials, or maintain the schedule of work, or if it fails to pay its workers, sub-subcontractors or suppliers, or commits an act of bankruptcy, or is otherwise guilty of a material breach of the provisions of this agreement, Subcontractor shall be in default. If the Subcontractor fails to correct such default within (3) three days, then Contractor shall have the right to complete the work in his best interest, to charge the costs thereof to the subcontractor, to contract with other contractors; to withhold payment pending completion of corrective action; and / or terminate the subcontract and use any materials, tools, equipment, or appliances furnished by or belonging to Subcontractor to complete Subcontractor's Work. All costs so incurred by Contractor shall be deducted from the moneys due to Subcontractor on this or any other contract between Contractor and Subcontractor Contractor may withhold an amount sufficient to indemnify Contractor against any such lien or claim including attorney fees. If any such claim be proven after all payments are made, Subcontractor agrees to immediately pay on the basis set forth in Section 5.3 above, to Contractor any amount which Contractor pays by and in consequence of the Subcontractor. If Contractor is required to enforce its rights under this contract or if contractor incurs attorney's fees or costs or expends administrative resources in responding to any type of claims of Subcontractor's creditors, Contractor shall be entitled to recover all attorney's fees and costs incurred and all administrative resources devoted to such claims.

5.4 ACTIONS BY OWNER. Should Owner suspend or terminate any part of the prime contract, Subcontractor shall immediately suspend work only after written notice from Contractor. Subcontractor expressly agrees that Contractor's liability to Subcontractor is limited to the extent of Contractor recovery on behalf of Subcontractor under the prime contract documents.

5.5 BACKCHARGES. If Subcontractor shall delay the work so as to cause any additional expense to others, then Subcontractor shall bear such additional expense. If liquidated or other damages for delay beyond the completion date are assessed, then Contractor may assess same against Subcontractor. If Subcontractor fails to correct or remedy written notices or other provisions of this agreement, then Contractor shall make such correction or remedy and backcharge Subcontractor for all cost required to complete work. Subcontractor not responsible for Acts of God, labor unions, or other such causes beyond Subcontractor's control

5.6 ADDITIONAL WORK FOR OWNER. Subcontractor agrees to refrain from entering into any contract or agreement with the owner or architect in regards to additional work, repairs, or maintenance contracts in regards to work normally performed by Subcontractor on this project. Without written agreement contrary, Subcontractor will pay Contractor his cost, overhead, and profit for this additional work.

ARTICLE 6
MISCELLANEOUS

6.0 NOTICES. All notices herein required shall be deemed served when delivered personally or two business days following deposit by certified mail, return receipt requested, in the United States Mail, to the address set forth above.

6.1 APPLICABLE LAW. The agreement shall be governed by the law of the state of Illinois.

6.2 SERVERABILITY. The partial or complete invalidity or any one of the provisions of this agreement shall not affect the validity or continuing force and effect of the remaining provisions.

6.3 ENTIRE AGREEMENT. This agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement shall be binding on Subcontractor, its heirs, agents, successors and assigns

6.4 VENUE. This agreement is made and executed at Waukegan, Illinois, and the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois, shall be deemed to be the proper venue for any action arising out of this Subcontract

6.5 TERMINATION FOR CONVENIENCE. Contractor shall have the right to terminate this Agreement for its own convenience by giving notice of termination effective upon receipt thereof by Subcontractor. Termination for Default if wrongly made shall be treated as Termination for Convenience. If the Contractor terminates this Agreement for convenience, the Subcontractor shall be paid only the actual cost of the work, materials and labor in place, plus the actual cost of any materials properly delivered and stored on or off site at the direction of the Contractor (if Contractor elects to retain such stored materials), plus a pro rata percentage of the Subcontractor's fee or stated profit equal to the percentage of completion, whichever is less. If Contractor terminates this Agreement for convenience, Subcontractor shall not be entitled to anticipated profits on unperformed portions of the Work or to punitive or consequential damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.

Carrera Concrete Construction
SUBCONTRACTOR

By _____ - Senior PM

(Title) (Seal)

BOLLER CONSTRUCTION COMPANY, INC

By Robert Boller

ROBERT BOLLER/Project Manager

BOLLER CONSTRUCTION COMPANY, INC.

3045 W. WASHINGTON STREET
WAUKEGAN, IL 60085-4843
847-662-5566 Phone
847-662-7392 Fax

SUBCONTRACTOR AGREEMENT

Job: 13-272 METRA STONE AVENUE **Subcontract #: 13272-9900**
Cost Code/Category: 9-900 S

This Agreement made and effective September 26, 2013 by and between BOLLER CONSTRUCTION COMPANY INC., located at 3045 W. Washington Street, Waukegan, IL. hereinafter called "Contractor", and

Durango Painting, Inc
2846 Coastal Drive
Aurora, IL 60503
Phone: (630)978-1644 Fax:(630)978-0950

hereinafter called "Subcontractor", and as used in this agreement "Subcontractor" shall include all sub-subcontractors, suppliers, or persons supplying labor hired by Subcontractor to perform work as described below:

PROJECT: METRA STONE AVENUE
701 W Burlington AVE
LA GRANGE, IL

OWNER: VILLAGE OF LAGRANGE

OWNER CONTRACT DATE: 9/24/2013

SUBCONTRACTOR PRICE: **$12,400.00**

WORK: Furnish all material, labor, equipment and insurance needed to complete the PAINTING PER PLANS, SPECS AND CONTRACT DOCUMENTS.

ALTERNATES NOT APPROVED AT THIS TIME BUT MAYBE APPROVED AT LATER DATE.

ALT 1 ADD $10,800.00 NOT INCLUDED SANDBALSTING

ALT 2 ADD $8,100.00 INCLUDES PLASTER PATCHES.

PER PARAGRAPH 4.12 of this Subcontract regarding **SAFETY & CLEANUP**, you are responsible for cleanup of your trade at each area you work as your work progresses.

SUBMITTALS REQUIRED BY: 10/5/13

ALTERNATES SEE ABOVE

All work is to be performed in strict accordance with the plan sheets SEE EXHIBIT D dated 7/1/2013; and specifications including General Conditions prepared by LEGAT ARCHITECTS and dated: , addenda none. All work of Subcontractor required or necessary to complete the Project in a first class and workman like manner, including without limitation, the furnishing of all labor, equipment, tools, scaffolding, hoisting, transportation, supervision, coordination, communication, unloading, distributing, shop drawings, erection drawings, details, certifications, insurance, guarantees and warranties, demonstrations, operating instructions, maintenance, laboratory and field tests and tests reports, samples, brochures and storage is included herein.

This Agreement, including all exhibits and schedules annexed hereto, constitutes the entire Agreement between the Contractor and Subcontractor. No representative, warranties, undertakings or promises, whether oral, implied or otherwise, can be made or have been made by either Contractor or

Subcontractor to the other unless expressly stated herein or unless hereafter mutually agreed to in writing by Contractor and Subcontractor. All amendments, supplements, or riders hereto, if any, shall be in writing executed by both parties and attached to this Agreement.

ARTICLE 1
SCOPE OF WORK

1.0 WORK. The Contractor employs Subcontractor as an independent contractor to furnish all material and perform all labor in accordance with the prime contract between owner and contractor and applicable drawings and specifications The work included in this subcontract is done under the direction of above said architect, and his decisions as to the true meaning of the drawings and specifications shall govern as provided in the owner's principal contract Subcontractor agrees to comply with provisions of Fair Employment Act and terms of Equal Employment Opportunity Requirements including plans for mandatory minority employment plans

ARTICLE 2
SCHEDULE OF WORK

2.0 TIME IS OF THE ESSENCE. The parties agree to perform their work so the Project may be completed on schedule Subcontractor shall provide requested schedule information Contractor shall prepare the schedule of work, and Subcontractor shall be bound to it If Subcontractor disagrees with the schedule, Subcontractor shall object within five (5) days of receipt A failure to object waives all objections If no schedule is provided Subcontractor agrees to provide necessary workers to complete work as requested by Contractor It shall be a condition precedent to the payment of any sums due hereunder that Subcontractor shall have delivered to Contractor a fully executed counterpart of this Subcontract Agreement before beginning to perform the work

ARTICLE 3
PAYMENT

3.0 SWORN STATEMENT. Subcontractor must provide a sworn statement detailing all subcontractors, suppliers and equipment lessors hired by Subcontractor to provide labor, tools, equipment (including all rentals of any kind), material, or services necessary to complete work For each such subcontractor, supplier and equipment lessor, the sworn statement shall state the amount of the contract, the amount paid to date, the amount of payment requested and the balance to become due If materials are prepurchased or purchased for stock and so listed on sworn statement, then Subcontractor shall provide copy of original invoice showing this transaction Failure to list any and all suppliers, equipment lessors and subcontractors on the sworn statement gives Contractor adequate reason to delay payment or withhold necessary funds to assure lien free job and satisfaction of Labor and Material bonds

3.1 LIEN. Subcontractor shall complete his work in a manner satisfactory to Contractor and shall keep the property upon which work is performed free of any claim or lien Should the property upon which work is performed or supplies delivered become subject to lien or claim, then Contractor may after (3) three day written notice to the Subcontractor, pay over an amount sufficient to discharge such lien or claim and deduct all payments and costs from Subcontractor

3.2 ADDITIONAL DOCUMENTS. As a condition to each progress payment and to final payment, Subcontractor shall provide, in a form satisfactory to owner and Contractor, unconditional lien waivers or claim waivers and affidavits from Subcontractor and its sub-subcontractors, suppliers and equipment lessors for the time period of each applicable payment application No payment received by Subcontractor for Work performed on this project shall be used to satisfy or secure any indebtedness other than the one owed by Subcontractor to a person for this project Contractor shall have the right to contact Subcontractor's sub-subcontractors, suppliers and equipment lessors to insure that they are being paid for this Project and that such payments are being credited to this Project Copy of performance bond is available from Contractor upon request and Subcontractor may request additional financial information from Owner

3.3 PAYMENT. If Subcontractor shall fulfill the terms of this Subcontract to the satisfaction of Owner, Contractor and Architect (if any), and upon receipt of Subcontractor's application for payment, partial and final lien waivers, affidavits and supporting documentation all in form and substance acceptable to Contractor Contractor will pay to Subcontractor the subcontract price, subject to any additions or reductions for changes as required by this Subcontract, and less partial payments to date All payments to Subcontractor shall be made on the basis of and only to the extent of money actually received by Contractor from Owner. The subcontractor expressly agrees to accept the risk that he will not be paid for work performed in the event the Contractor is not paid by the Owner for such work and that Subcontractor relies for payment on the credit and ability of the Owner to pay and not that of the Contractor and that Subcontractor accepts condition for payment based upon owner's payment to contractor The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor his sub-subcontractor or his suppliers is subject to the same conditions as outlined above and limits the Contractor's liability to the Subcontractor The Subcontractor and his suppliers and sub-subcontractors agree that the liability of the surety on Contractor's labor, material, and payment bond is limited to and shall not exceed original subcontract amount and is reduced by payments made to Subcontractor per his sworn statement Acceptance of final payment to Subcontractor shall constitute a waiver of all claims by Subcontractor and its sub-subcontractor's and suppliers relating to Subcontractor's Work, and Subcontractor will indemnify Contractor from liability including attorney fees, if claims by its suppliers or sub-subcontractors are asserted after final payment. The Subcontractor expressly agrees that the receipt of payments by the Contractor from the Owner shall be a condition precedent to any obligation of Contractor to make payments to Subcontractor hereunder Any payments made to Subcontractor shall not constitute or imply acceptance of any portion of Subcontractor's Work All payments will reflect any applicable retainage, which shall not exceed the percentage retained by Owner from Contractor's payment for Subcontractor's Work unless Contractor has reason to withhold due to provisions of this subcontract.

ARTICLE 4
SUBCONTRACTOR'S OBLIGATIONS

4.0 CLEAN UP. Subcontractor shall remove any and all debris or packaging daily For whatever debris is not removed, Boller Construction will remove of same and charge Subcontractor costs thereof as a backcharge

4.1 SUBCONTRACTOR SUPERVISION. Subcontractor shall furnish a competent individual who shall be present at job site during performance of its work This representative shall be empowered to act on behalf of Subcontractor in all matters and must be acceptable to the Contractor

4.2 SUBCONTRACTOR'S INSURANCE. Before starting Work, Subcontractor shall familiarize itself with the insurance requirements of Owner and shall procure and maintain all insurance requirements as called for in Owner's Contract with Boller and Specifications This insurance shall be the primary insurance before any other policy Workmen's Compensation insurance, covering full statutory liability for injuries sustained by any of Subcontractor's employees under the Workmen's Compensation Act of the state in which the work is to be performed will be supplied by Subcontractor Subcontractor shall provide insurance including Automobile Liability (including all owned, non-owned, and hired vehicles): Operations Liability, Protective Liability, Products and Completed Operations Liability, Liability for Mold and Pollution Exposure and Remediation and Contractual Liability including broad form CGL endorsement (to insure indemnification of Contractor as set forth in paragraph 4.8 hereof); and, if underground work is being performed, Subcontractor shall carry an XCU endorsement Minimum aggregate and occurrence coverage for the above-designated liabilities shall be as set forth in the prime contract between Owner and Contractor, including the General Conditions of Construction, or the following minimum coverage, whichever is greater

Workmen's Compensation - statutory
Employer's Liability Coverage "B" - $1,000,000
Comprehensive General Liability
Bodily Injury $1,000,000 each occurrence-$2,000,000 aggregate

Property Damage: $1,000,000 each occurrence-$2,000,000 aggregate
Products and Completed Operations for two years following completion of the work: each occurrence $1,000,000
Excess Liability: $5,000,000
Mold and Pollution Liability (on blanket basis covering bodily injury, property damages and environmental restoration claims arising out of performing work under the Subcontract involving the supplying, handling, clean-up or excavation of waste or hazardous substances) $1,000,000 each occurrence - $2,000,000 aggregate

Automobile Liability (including all owned, no -owned, and hired vehicles)
Bodily Injury: $1,000,000 each person-$1,000,000 each occurrence
Property Damage: $1,000,000

Contractor and Owner shall be named as additional insured on a primary and non-contributory basis on each of these policies, including general liability policy. All policies shall contain a provision that the coverages afforded shall neither be canceled nor not renewed, nor restrictive modifications added unless 30 days prior written notice is given to Contractor. Certificates of insurance, or certified copies of policies and "Additional Insured" policy endorsements acceptable to Contractor, shall be filed with Contractor prior to the commencements of Subcontractor's Work. Subcontractor assumes all risks of loss and liability for damage or loss to his material, tools, and equipment. If insurance coverage is provided by a Builders Risk Policy for the repair or replacement of all or part of Subcontractor's work hereunder, the Subcontractor is responsible for payment of any deductible required by such policy and will receive payment only as directed by holder of policy for items under this Subcontract.

Subcontractor shall require each lower tier subcontractor with which it contracts to complete any part of the scope of work of this Subcontract to obtain and provide for Contractor's benefit the same types, scopes and limits of insurance as required of Subcontractor hereunder. Contractor and Owner shall be named as additional insured on a primary and non-contributory basis on each such policy. Subcontractor shall provide certificates of insurance or certified copies of applicable policies and "Additional Insured" policy endorsements from all lower tier subcontractors before Subcontractor begins the work.

It shall be a condition precedent to the payment of any sums due hereunder that Subcontractor shall have delivered to Contractor all insurance documents required hereunder. Contractor's failure to obtain certificates of insurance or other insurance documents from Subcontractor, or making payment under this agreement, shall not constitute a waiver of any of Contractor's rights hereunder.

4.3 COORDINATION. Subcontractor shall cooperate with Contractor and all others whose work may interfere with, relate to or depend on Subcontractor's Work. Before his work starts, Subcontractor will personally inspect, note and advise Contractor in writing any interference and/or defect in the work of others, which relates to Subcontractor's Work or Project requirements. Subcontractor will make this inspection in time to meet schedule and allowing Contractor or other Subcontractors a reasonable time to remedy any defects so observed. Subcontractor agrees he has accepted work of others if no such written objection is made and is responsible for all costs of replacement if required. If such defects are discovered, Subcontractor shall notify Contractor immediately. Subcontractor is not responsible for the work of others.

4.4 PERMITS, FEES AND LICENSES. Subcontractor shall secure and pay for all applicable permits, utility fees, licenses, assessments, inspections, taxes or other fees which apply to Subcontract work.

4.5 SUBCONTRACT BOND. If requested by Contractor, Subcontractor shall obtain bonds in the amount, form and by a surety satisfactory to Contractor. Subcontractor shall be reimbursed without retainage for the cost of such bonds, provided the bonds requested are not stipulated as a requirement in the bidding documents issued to Subcontractor.

4.6 WORKMANSHIP. Work will be performed in strict accordance with contract documents. All workmanship will be of the best kind only. New materials will be used, except as otherwise expressly provided. No substitutions allowed without Contractor authorization. Subcontractor is responsible for all costs of removal and replacement when materials are not accepted. Subcontractor will pay all costs for repairing work of other trades caused by his installation. Subcontractor shall provide all guarantees, warranties, and other maintenance agreements as required in specifications for all work performed by this Subcontract. Subcontractor shall be responsible for the protection of his material delivered and work performed until completion and final acceptance. Subcontractor assumes all risk for damages or loss to all materials, tools, and equipment which belong to him or under his control. All work shall be delivered complete and undamaged.

4.7 STORAGE OF MATERIALS. When erection is part of the agreement, Subcontractor shall be responsible for unloading and safe storage of materials. Subcontractor shall examine work furnished by others and handle its items so as to insure satisfactory installation without damage to other work.

4.8 INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor from and against all claims, damages, loss, and expenses, including attorney's and consultant's fees, (including without limitation, claims resulting from: property damage of any kind; personal injury, death; OSHA fines;intellectual property infringement; fines or expenses caused by failure to comply with all laws, codes and ordinances affecting the Work; mold and hazardous materials exposure;and remediation; and mechanics lien or bond claims by subcontractors, suppliers, workers or any others in privity with Subcontractor) arising out of or resulting from the performance of Subcontractor's Work which are attributable to or caused in whole or part by any negligent acts or omissions of Subcontractor, or which result from failure to perform obligations set forth in this Subcontract agreement. The obligations of this paragraph shall not extend to damages or losses caused by or resulting from the sole negligence of Contractor.

In claims against any person or entity indemnified under this Section 4.8 by an employee of the Subcontractor, a lower tier subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor of a lower tier subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

4.9 LABOR. Subcontractor agrees to avoid all disputes with labor organizations, pay all dues, and to employ only such personnel as are approved by labor organizations with which Contractor may be affiliated or may otherwise be applicable to the work being performed pursuant to this agreement. Contractor may deduct from subcontract and pay labor dues or fines directly to unions if unpaid by subcontractor. Subcontractor further agrees to comply with all federal, state, and local laws, including, but not limited to equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, and OSHA. Subcontractor shall employ only workers whose work will be acceptable to and in harmony with other workers and will remove any worker from site when requested by Contractor.

4.10 PROTECTION OF THE WORK. Subcontractor shall properly protect its work and the work of others from damage caused by Subcontractor's operation. Should Subcontractor cause damage to the work, Subcontractor shall promptly remedy such damage. Alternatively, Contractor may remedy the damage and deduct the cost thereof from any amounts due Subcontractor. No notice is required for Contractor remedy.

4.11 DOCUMENTATION. Under penalty of default, Subcontractor agrees to timely submit any reports required by Contractor, including those required for preparation of construction performance schedules, shop drawings, fabrication, installation or performance. Subcontractor further agrees to timely deliver all waivers of lien, necessary EEO, payroll and/or Occupational Safety and Health Act reports, as required, and any other documentation required. The approval of all submittals will be general in nature and will not mean that they have been checked for measurement, quantity, or completeness and will in no way relieve Subcontractor from the necessity of furnishing a complete product as required by the drawings and specifications.

4.12 SAFETY AND CLEANUP. Subcontractor and each of its lower tier subcontractors shall follow Contractor's cleanup and safety directions; construction industry Safety Rules and Regulations; and federal, state and local laws and standards. Subcontractor and each of its lower tier subcontractors shall provide sufficient safe and proper facilities for the inspection of work. Subcontractor agrees to keep the Project free from and to remove debris and unsafe conditions. If Subcontractor or any of its lower tier subcontractors fails to comply after receipt of 24 hour written notice of noncompliance or in case of emergency immediate notice, Contractor may implement safety or cleanup measures and charge the cost thereof against Subcontractor. Subcontractor and each of its lower tier subcontractors agrees that its employees may be exposed to hazardous materials on job site and Subcontractor is responsible for the training and safety of its employees and those of its lower tier subcontractors and will supply its own supplies and safety equipment. Material Safety Data Sheets for hazardous material are to be provided by Subcontractor and will be present at job site or construction office for your review.

4.13 GUARANTEE. Subcontractor shall and does hereby guarantee and warrant for the period of the applicable statute of limitations, that all its work is of the highest quality workmanship, that all materials are new, and that all work complies in all respects with all plans and specifications and all other requirements of this Subcontract Agreement. Subcontractor shall promptly on receipt of notice make good, without additional cost, any and all defects or damages directly or indirectly due to imperfect workmanship or materials or other failure to comply in all respects with all plans and specification and all other requirements of this Subcontract Agreement for a period of time set forth in the specifications, or if no period is specified therein, for one year following acceptance of the Project by Owner or Architect.

4.14 CLAIMS AND DISPUTES. Subcontractor agrees Subcontractor shall give Contractor written notice of all claims within three (3) days of the event for which a claim is made, failure to do so shall constitute a waiver of such claim. Subcontractor must make all claims for which Owner is or may be liable in the manner provided in the contract documents for like claims by Contractor upon Owner. Failure of Subcontractor making timely claims relieves Contractor of costs, time extensions, or other breaches associated with making this claim to owner. Subcontractor shall proceed and complete its work pending final resolution of the dispute without delay.

4.15 ASSIGNMENT. Subcontractor shall not assign, subcontract, sell, or assign the proceeds of this or any part of this agreement for Work without the prior written approval of Contractor. Breach of this paragraph allows Contractor to take any action necessary to resolve problems without notice and deduct all costs from Subcontractor.

4.16 DRUG FREE WORK PLACE. Subcontractor agrees to require all employees to submit to drug testing as a requirement to work on certain jobs. Both mandatory and random drug testing is now required in federal, state and private construction contracts and Subcontractor agrees to provide a drug free work place including the cost of drug testing and remedial action.

ARTICLE 5
REMEDIES

5.0 EMERGENCY. In case of emergency endangering life or property, the Contractor does not have to give Subcontractor any notice in order to secure or remedy the emergency. This includes but is not limited to safety, debris clean up, or emergency repairs. Subcontractor will be backcharged cost associated with his work.

5.1 CHANGES. Upon request, Subcontractor shall provide firm price quotations in writing for additional work to be done. Subcontractor shall make any and all changes in the work, and the value of the work added or deleted shall be computed and determined and the Contract adjusted only by written change order executed by Contractor. No officer, employee, or agent of the contractor is authorized to direct any extra or change in work by oral order. Subcontractor must obtain any changes in writing and in no case will a verbal order, objection, claim or notice be binding. Nothing herein contained shall excuse the Subcontractor from proceeding promptly with the prosecution of the work as ordered in writing by the Contractor and failure to do so shall constitute a breach of subcontract. Faxed authorizations are acceptable.

5.2 NO DAMAGES FOR DELAY. The time for Subcontractor's work shall be extended by change order to the extent a comparable schedule extension is obtained by Contractor from owner. Contractor shall not be liable to Subcontractor for any damages as a consequence of delays caused by others, unless Contractor first recovers such damages on behalf of Subcontractor. Absent such recovery, Subcontractor's sole remedy for delay shall be a no cost time extension.

5.3 DEFAULT. If Subcontractor fails to supply enough properly skilled workers, proper materials, or maintain the schedule of work, or if it fails to pay its workers, sub-subcontractors or suppliers, or commits an act of bankruptcy, or is otherwise guilty of a material breach of the provisions of this agreement, Subcontractor shall be in default. If the Subcontractor fails to correct such default within (3) three days, then Contractor shall have the right to complete the work in his best interest, to charge the costs thereof to the subcontractor, to contract with other contractors, to withhold payment pending completion of corrective action, and / or terminate the subcontract and use any materials, tools, equipment, or appliances furnished by or belonging to Subcontractor to complete Subcontractor's Work. All costs so incurred by Contractor shall be deducted from the moneys due to Subcontractor on this or any other contract between Contractor and Subcontractor. Contractor may withhold an amount sufficient to indemnify Contractor against any such lien or claim including attorney fees. If any such claim be proven after all payments are made, Subcontractor agrees to immediately pay on the basis set forth in Section 5.3 above, to Contractor any amount which Contractor pays by and in consequence of the Subcontractor. If Contractor is required to enforce its rights under this contract or if contractor incurs attorney's fees or costs or expends administrative resources in responding to any type of claims of Subcontractor's creditors, Contractor shall be entitled to recover all attorney's fees and costs incurred and all administrative resources devoted to such claims.

5.4 ACTIONS BY OWNER. Should Owner suspend or terminate any part of the prime contract, Subcontractor shall immediately suspend work only after written notice from Contractor. Subcontractor expressly agrees that Contractor's liability to Subcontractor is limited to the extent of Contractor recovery on behalf of Subcontractor under the prime contract documents.

5.5 BACKCHARGES. If Subcontractor shall delay the work so as to cause any additional expense to others, then Subcontractor shall bear such additional expense. If liquidated or other damages for delay beyond the completion date are assessed, then Contractor may assess same against Subcontractor. If Subcontractor fails to correct or remedy written notices or other provisions of this agreement, then Contractor shall make such correction or remedy and backcharge Subcontractor for all cost required to complete work. Subcontractor not responsible for Acts of God, labor unions, or other such causes beyond Subcontractor's control.

5.6 ADDITIONAL WORK FOR OWNER. Subcontractor agrees to refrain from entering into any contract or agreement with the owner or architect in regards to additional work, repairs, or maintenance contracts in regards to work normally performed by Subcontractor on this project. Without written agreement contrary, Subcontractor will pay Contractor his cost, overhead, and profit for this additional work.

ARTICLE 6
MISCELLANEOUS

6.0 NOTICES. All notices herein required shall be deemed served when delivered personally or two business days following deposit by certified mail, return receipt requested, in the United States Mail, to the address set forth above.

6.1 APPLICABLE LAW. The agreement shall be governed by the law of the state of Illinois.

6.2 SERVERABILITY. The partial or complete invalidity or any one of the provisions of this agreement shall not affect the validity or continuing force and effect of the remaining provisions.

6.3 ENTIRE AGREEMENT. This agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral. This agreement shall be binding on Subcontractor, its heirs, agents, successors and

assigns

6.4 VENUE. This agreement is made and executed at Waukegan, Illinois, and the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois, shall be deemed to be the proper venue for any action arising out of this Subcontract

6.5 TERMINATION FOR CONVENIENCE. Contractor shall have the right to terminate this Agreement for its own convenience by giving notice of termination effective upon receipt thereof by Subcontractor Termination for Default if wrongly made shall be treated as Termination for Convenience If the Contractor terminates this Agreement for convenience, the Subcontractor shall be paid only the actual cost of the work, materials and labor in place, plus the actual cost of any materials properly delivered and stored on or off site at the direction of the Contractor (if Contractor elects to retain such stored materials), plus a pro rata percentage of the Subcontractor's fee or stated profit equal to the percentage of completion, whichever is less If Contractor terminates this Agreement for convenience, Subcontractor shall not be entitled to anticipated profits on unperformed portions of the Work or to punitive or consequential damages

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.

Durango Painting, Inc
SUBCONTRACTOR

By_____
John Wise, Corporate Secretary
(Title) (Seal)

BOLLER CONSTRUCTION COMPANY, INC

By_____

ROBERT BOLLER/Project Manager

BOLLER CONSTRUCTION COMPANY, INC.

3045 W WASHINGTON STREET
WAUKEGAN, IL 60085-4843
847-662-5566 Phone
847-662-7392 Fax

SUBCONTRACTOR AGREEMENT

Job: 13-272 METRA STONE AVENUE

Subcontract #: 13272-16100
Cost Code/Category: 16-100 S

This Agreement made and effective September 25, 2013 by and between BOLLER CONSTRUCTION COMPANY INC., located at 3045 W. Washington Street, Waukegan, IL. hereinafter called "Contractor", and

Jaymor Electric, Inc.
500 Park Avenue
Lake Villa, IL 60046
Phone: 847-245-4700 Fax:847-245-7300

Thomas Farrell

hereinafter called "Subcontractor", and as used in this agreement "Subcontractor" shall include all sub-subcontractors, suppliers, or persons supplying labor hired by Subcontractor to perform work as described below:

PROJECT: METRA STONE AVENUE

701 W Burlington AVE
LA GRANGE, IL

OWNER: VILLAGE OF LAGRANGE

OWNER CONTRACT DATE: 9/24/2013

SUBCONTRACTOR PRICE: **$39,000.00**

WORK: Furnish all material, labor, equipment and insurance needed to complete the ELECTRIC. DEMO IS CUT AND MAKE SAFE. NOTE BEAD BOARD SOFFIT WILL NOT BE REMOVED BUT BOLLER WILL PROVIDE ACCESS TO INSTALL CONDUIT AND NEW LIGHTS.

ALTERNATES ARE NOT ACCEPTED BUT CAN BE APPROVED AT FUTURE DATE.

ALT 2 - $3,000.00
ALT 10 $2,670.00

PER PARAGRAPH 4.12 of this Subcontract regarding **SAFETY & CLEANUP**, you are responsible for cleanup of your trade at each area you work as your work progresses.

SUBMITTALS REQUIRED BY: 10/3/13

ALTERNATES: SEE ABOVE

All work is to be performed in strict accordance with the plan sheets SEE EXHIBIT D dated 7/1/2013; and specifications including General Conditions prepared by LEGAT ARCHITECTS and dated: , addenda none. All work of Subcontractor required or necessary to complete the Project in a first class and workman like manner, including without limitation, the furnishing of all labor, equipment, tools, scaffolding, hoisting, transportation, supervision, coordination, communication, unloading, distributing, shop drawings, erection drawings, details, certifications, insurance, guarantees and warranties, demonstrations, operating instructions, maintenance, laboratory and field tests and tests reports, samples, brochures and storage is included herein.

This Agreement, including all exhibits and schedules annexed hereto, constitutes the entire Agreement between the Contractor and Subcontractor. No representative, warranties, undertakings or promises, whether oral, implied or otherwise, can be made or have been made by either Contractor or

Subcontractor to the other unless expressly stated herein or unless hereafter mutually agreed to in writing by Contractor and Subcontractor. All amendments, supplements, or riders hereto, if any, shall be in writing executed by both parties and attached to this Agreement.

ARTICLE 1
SCOPE OF WORK

1.0 WORK. The Contractor employs Subcontractor as an independent contractor to furnish all material and perform all labor in accordance with the prime contract between owner and contractor and applicable drawings and specifications. The work included in this subcontract is done under the direction of above said architect, and his decisions as to the true meaning of the drawings and specifications shall govern as provided in the owner's principal contract. Subcontractor agrees to comply with provisions of Fair Employment Act and terms of Equal Employment Opportunity Requirements including plans for mandatory minority employment plans.

ARTICLE 2
SCHEDULE OF WORK

2.0 TIME IS OF THE ESSENCE. The parties agree to perform their work so the Project may be completed on schedule. Subcontractor shall provide requested schedule information. Contractor shall prepare the schedule of work, and Subcontractor shall be bound to it. If Subcontractor disagrees with the schedule, Subcontractor shall object within five (5) days of receipt. A failure to object waives all objections. If no schedule is provided, Subcontractor agrees to provide necessary workers to complete work as requested by Contractor. It shall be a condition precedent to the payment of any sums due hereunder that Subcontractor shall have delivered to Contractor a fully executed counterpart of this Subcontract Agreement before beginning to perform the work.

ARTICLE 3
PAYMENT

3.0 SWORN STATEMENT. Subcontractor must provide a sworn statement detailing all subcontractors, suppliers and equipment lessors hired by Subcontractor to provide labor, tools, equipment (including all rentals of any kind), material, or services necessary to complete work. For each such subcontractor, supplier and equipment lessor, the sworn statement shall state the amount of the contract, the amount paid to date, the amount of payment requested and the balance to become due. If materials are prepurchased or purchased for stock and so listed on sworn statement, then Subcontractor shall provide copy of original invoice showing this transaction. Failure to list any and all suppliers, equipment lessors and subcontractors on the sworn statement gives Contractor adequate reason to delay payment or withhold necessary funds to assure lien free job and satisfaction of Labor and Material bonds.

3.1 LIEN. Subcontractor shall complete his work in a manner satisfactory to Contractor and shall keep the property upon which work is performed free of any claim or lien. Should the property upon which work is performed or supplies delivered become subject to lien or claim, then Contractor may after (3) three day written notice to the Subcontractor, pay over an amount sufficient to discharge such lien or claim and deduct all payments and costs from Subcontractor.

3.2 ADDITIONAL DOCUMENTS. As a condition to each progress payment and to final payment, Subcontractor shall provide, in a form satisfactory to owner and Contractor, unconditional lien waivers or claim waivers and affidavits from Subcontractor and its sub-subcontractors, suppliers and equipment lessors for the time period of each applicable payment application. No payment received by Subcontractor for Work performed on this project shall be used to satisfy or secure any indebtedness other than the one owed by Subcontractor to a person for this project. Contractor shall have the right to contact Subcontractor's sub-subcontractors, suppliers and equipment lessors to insure that they are being paid for this Project and that such payments are being credited to this Project. Copy of performance bond is available from Contractor upon request and Subcontractor may request additional financial information from Owner.

3.3 PAYMENT. If Subcontractor shall fulfill the terms of this Subcontract to the satisfaction of Owner, Contractor and Architect (if any), and upon receipt of Subcontractor's application for payment, partial and final lien waivers, affidavits and supporting documentation all in form and substance acceptable to Contractor. Contractor will pay to Subcontractor the subcontract price, subject to any additions or reductions for changes as required by this Subcontract, and less partial payments to date. All payments to Subcontractor shall be made on the basis of and only to the extent of money actually received by Contractor from Owner. The subcontractor expressly agrees to accept the risk that he will not be paid for work performed in the event the Contractor is not paid by the Owner for such work and that Subcontractor relies for payment on the credit and ability of the Owner to pay and not that of the Contractor and that Subcontractor accepts condition for payment based upon owner's payment to contractor. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, his sub-subcontractor or his suppliers is subject to the same conditions as outlined above and limits the Contractor's liability to the Subcontractor. The Subcontractor and his suppliers and sub-subcontractors agree that the liability of the surety on Contractor's labor, material, and payment bond is limited to and shall not exceed original subcontract amount and is reduced by payments made to Subcontractor per his sworn statement. Acceptance of final payment to Subcontractor shall constitute a waiver of all claims by Subcontractor and its sub-subcontractor's and suppliers relating to Subcontractor's Work, and Subcontractor will indemnify Contractor from liability including attorney fees, if claims by its suppliers or sub-subcontractors are asserted after final payment. The Subcontractor expressly agrees that the receipt of payments by the Contractor from the Owner shall be a condition precedent to any obligation of Contractor to make payments to Subcontractor hereunder. Any payments made to Subcontractor shall not constitute or imply acceptance of any portion of Subcontractor's Work. All payments will reflect any applicable retainage, which shall not exceed the percentage retained by Owner from Contractor's payment for Subcontractor's Work unless Contractor has reason to withhold due to provisions of this subcontract.

ARTICLE 4
SUBCONTRACTOR'S OBLIGATIONS

4.0 CLEAN UP. Subcontractor shall remove any and all debris or packaging daily. For whatever debris is not removed, Boller Construction will remove of same and charge Subcontractor costs thereof as a backcharge.

4.1 SUBCONTRACTOR SUPERVISION. Subcontractor shall furnish a competent individual who shall be present at job site during performance of its work. This representative shall be empowered to act on behalf of Subcontractor in all matters and must be acceptable to the Contractor.

4.2 SUBCONTRACTOR'S INSURANCE. Before starting Work, Subcontractor shall familiarize itself with the insurance requirements of Owner and shall procure and maintain all insurance requirements as called for in Owner's Contract with Boller and Specifications. This insurance shall be the primary insurance before any other policy. Workmen's Compensation insurance, covering full statutory liability for injuries sustained by any of Subcontractor's employees under the Workmen's Compensation Act of the state in which the work is to be performed will be supplied by Subcontractor. Subcontractor shall provide insurance including Automobile Liability (including all owned, non-owned, and hired vehicles); Operations Liability; Protective Liability; Products and Completed Operations Liability; Liability for Mold and Pollution Exposure and Remediation and Contractual Liability including broad form CGL endorsement (to insure indemnification of Contractor as set forth in paragraph 4.8 hereof); and, if underground work is being performed, Subcontractor shall carry an XCU endorsement. Minimum aggregate and occurrence coverage for the above-designated liabilities shall be as set forth in the prime contract between Owner and Contractor, including the General Conditions of Construction, or the following minimum coverage, whichever is greater:

Workmen's Compensation - statutory
Employer's Liability Coverage "B" - $1,000,000
Comprehensive General Liability
Bodily Injury: $1,000,000 each occurrence-$2,000,000 aggregate

Property Damage: $1,000,000 each occurrence-$2,000,000 aggregate
Products and Completed Operations for two years following completion of the work: each occurrence $1,000,000
Excess Liability: $5,000,000
Mold and Pollution Liability (on blanket basis covering bodily injury, property damages and environmental restoration claims arising out of performing work under the Subcontract involving the supplying, handling, clean-up or excavation of waste or hazardous substances): $1,000,000 each occurrence - $2,000,000 aggregate

Automobile Liability (including all owned, no -owned, and hired vehicles)
Bodily Injury: $1,000,000 each person-$1,000,000 each occurrence
Property Damage: $1,000,000

Contractor and Owner shall be named as additional insured on a primary and non-contributory basis on each of these policies, including general liability policy. All policies shall contain a provision that the coverages afforded shall neither be canceled nor not renewed, nor restrictive modifications added unless 30 days prior written notice is given to Contractor. Certificates of insurance, or certified copies of policies and "Additional Insured" policy endorsements acceptable to Contractor, shall be filed with Contractor prior to the commencements of Subcontractor's Work. Subcontractor assumes all risks of loss and liability for damage or loss to his material, tools, and equipment. If insurance coverage is provided by a Builders Risk Policy for the repair or replacement of all or part of Subcontractor's work hereunder, the Subcontractor is responsible for payment of any deductible required by such policy and will receive payment only as directed by holder of policy for items under this Subcontract.

Subcontractor shall require each lower tier subcontractor with which it contracts to complete any part of the scope of work of this Subcontract to obtain and provide for Contractor's benefit the same types, scopes and limits of insurance as required of Subcontractor hereunder. Contractor and Owner shall be named as additional insured on a primary and non-contributory basis on each such policy. Subcontractor shall provide certificates of insurance or certified copies of applicable policies and "Additional Insured" policy endorsements from all lower tier subcontractors before Subcontractor begins the work.

It shall be a condition precedent to the payment of any sums due hereunder that Subcontractor shall have delivered to Contractor all insurance documents required hereunder. Contractor's failure to obtain certificates of insurance or other insurance documents from Subcontractor, or making payment under this agreement, shall not constitute a waiver of any of Contractor's rights hereunder.

4.3 COORDINATION. Subcontractor shall cooperate with Contractor and all others whose work may interfere with, relate to or depend on Subcontractor's Work. Before his work starts, Subcontractor will personally inspect, note and advise Contractor in writing any interference and/or defect in the work of others, which relates to Subcontractor's Work or Project requirements. Subcontractor will make this inspection in time to meet schedule and allowing Contractor or other Subcontractors a reasonable time to remedy any defects so observed. Subcontractor agrees he has accepted work of others if no such written objection is made and is responsible for all costs of replacement if required. If such defects are discovered, Subcontractor shall notify Contractor immediately. Subcontractor is not responsible for the work of others.

4.4 PERMITS, FEES AND LICENSES. Subcontractor shall secure ~~and pay for~~ all applicable permits, utility fees, licenses, assessments, inspections, taxes or other fees which apply to Subcontract work. RB

~~**4.5 SUBCONTRACT BOND.** If requested by Contractor, Subcontractor shall obtain bonds in the amount, form and by a surety satisfactory to Contractor. Subcontractor shall be reimbursed without retainage for the cost of such bonds, provided the bonds requested are not stipulated as a requirement in the bidding documents issued to Subcontractor.~~ RB

4.6 WORKMANSHIP. Work will be performed in strict accordance with contract documents. All workmanship will be of the best kind only. New materials will be used, except as otherwise expressly provided. No substitutions allowed without Contractor authorization. Subcontractor is responsible for all costs of removal and replacement when materials are not accepted. Subcontractor will pay all costs for repairing work of other trades caused by his installation. Subcontractor shall provide all guarantees, warranties, and other maintenance agreements as required in specifications for all work performed by this Subcontract. Subcontractor shall be responsible for the protection of his material delivered and work performed until completion and final acceptance. Subcontractor assumes all risk for damages or loss to all materials, tools, and equipment which belong to him or under his control. All work shall be delivered complete and undamaged.

4.7 STORAGE OF MATERIALS. When erection is part of the agreement, Subcontractor shall be responsible for unloading and safe storage of materials. Subcontractor shall examine work furnished by others and handle its items so as to insure satisfactory installation without damage to other work.

4.8 INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor from and against all claims, damages, loss, and expenses, including attorney's and consultant's fees, (including without limitation, claims resulting from; property damage of any kind; personal injury; death; OSHA fines;intellectual property infringement; fines or expenses caused by failure to comply with all laws, codes and ordinances affecting the Work; mold and hazardous materials exposure;and remediation; and mechanics lien or bond claims by subcontractors, suppliers, workers or any others in privity with Subcontractor) arising out of or resulting from the performance of Subcontractor's Work which are attributable to or caused in whole or part by any negligent acts or omissions of Subcontractor, or which result from failure to perform obligations set forth in this Subcontract agreement. The obligations of this paragraph shall not extend to damages or losses caused by or resulting from the sole negligence of Contractor.

In claims against any person or entity indemnified under this Section 4.8 by an employee of the Subcontractor, a lower tier subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor of a lower tier subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

4.9 LABOR. Subcontractor agrees to avoid all disputes with labor organizations, pay all dues, and to employ only such personnel as are approved by labor organizations with which Contractor may be affiliated or may otherwise be applicable to the work being performed pursuant to this agreement. Contractor may deduct from subcontract and pay labor dues or fines directly to unions if unpaid by subcontractor. Subcontractor further agrees to comply with all federal, state, and local laws, including, but not limited to equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, and OSHA. Subcontractor shall employ only workers whose work will be acceptable to and in harmony with other workers and will remove any worker from site when requested by Contractor.

4.10 PROTECTION OF THE WORK. Subcontractor shall properly protect its work and the work of others from damage caused by Subcontractor's operation. Should Subcontractor cause damage to the work, Subcontractor shall promptly remedy such damage. Alternatively, Contractor may remedy the damage and deduct the cost thereof from any amounts due Subcontractor. No notice is required for Contractor remedy.

4.11 DOCUMENTATION. Under penalty of default, Subcontractor agrees to timely submit any reports required by Contractor, including those required for preparation of construction performance schedules, shop drawings, fabrication, installation or performance. Subcontractor further agrees to timely deliver all waivers of lien; necessary EEO, payroll and/or Occupational Safety and Health Act reports, as required, and any other documentation required. The approval of all submittals will be general in nature and will not mean that they have been checked for measurement, quantity, or completeness and will in no way relieve Subcontractor from the necessity of furnishing a complete product as required by the drawings and specifications.

4.12 **SAFETY AND CLEANUP.** Subcontractor and each of its lower tier subcontractors shall follow Contractor's cleanup and safety directions; construction industry Safety Rules and Regulations; and federal, state and local laws and standards. Subcontractor and each of its lower tier subcontractors shall provide sufficient safe and proper facilities for the inspection of work. Subcontractor agrees to keep the Project free from and to remove debris and unsafe conditions. If Subcontractor or any of its lower tier subcontractors fails to comply after receipt of 24 hour written notice of noncompliance or in case of emergency immediate notice, Contractor may implement safety or cleanup measures and charge the cost thereof against Subcontractor. Subcontractor and each of its lower tier subcontractors agrees that its employees may be exposed to hazardous materials on job site and Subcontractor is responsible for the training and safety of its employees and those of its lower tier subcontractors and will supply its own supplies and safety equipment. Material Safety Data Sheets for hazardous material are to be provided by Subcontractor and will be present at job site or construction office for your review.

4.13 **GUARANTEE.** Subcontractor shall and does hereby guarantee and warrant for the period of the applicable statute of limitations, that all its work is of the highest quality workmanship, that all materials are new, and that all work complies in all respects with all plans and specifications and all other requirements of this Subcontract Agreement. Subcontractor shall promptly on receipt of notice make good, without additional cost, any and all defects or damages directly or indirectly due to imperfect workmanship or materials or other failure to comply in all respects with all plans and specification and all other requirements of this Subcontract Agreement for a period of time set forth in the specifications, or if no period is specified therein, for one year following acceptance of the Project by Owner or Architect.

4.14 **CLAIMS AND DISPUTES.** Subcontractor agrees Subcontractor shall give Contractor written notice of all claims within three (3) days of the event for which a claim is made; failure to do so shall constitute a waiver of such claim. Subcontractor must make all claims for which Owner is or may be liable in the manner provided in the contract documents for like claims by Contractor upon Owner. Failure of Subcontractor making timely claims relieves Contractor of costs, time extensions, or other breaches associated with making this claim to owner. Subcontractor shall proceed and complete its work pending final resolution of the dispute without delay.

4.15 **ASSIGNMENT.** Subcontractor shall not assign, subcontract, sell, or assign the proceeds of this or any part of this agreement for Work without the prior written approval of Contractor. Breach of this paragraph allows Contractor to take any action necessary to resolve problems without notice and deduct all costs from Subcontractor.

4.16 **DRUG FREE WORK PLACE.** Subcontractor agrees to require all employees to submit to drug testing as a requirement to work on certain jobs. Both mandatory and random drug testing is now required in federal, state and private construction contracts and Subcontractor agrees to provide a drug free work place including the cost of drug testing and remedial action.

ARTICLE 5
REMEDIES

5.0 **EMERGENCY.** In case of emergency endangering life or property, the Contractor does not have to give Subcontractor any notice in order to secure or remedy the emergency. This includes but is not limited to safety, debris clean up, or emergency repairs. Subcontractor will be backcharged cost associated with his work.

5.1 **CHANGES.** Upon request, Subcontractor shall provide firm price quotations in writing for additional work to be done. Subcontractor shall make any and all changes in the work, and the value of the work added or deleted shall be computed and determined and the Contract adjusted only by written change order executed by Contractor. No officer, employee, or agent of the contractor is authorized to direct any extra or change in work by oral order. Subcontractor must obtain any changes in writing and in no case will a verbal order, objection, claim or notice be binding. Nothing herein contained shall excuse the Subcontractor from proceeding promptly with the prosecution of the work as ordered in writing by the Contractor and failure to do so shall constitute a breach of subcontract. Faxed authorizations are acceptable.

5.2 **NO DAMAGES FOR DELAY.** The time for Subcontractor's work shall be extended by change order to the extent a comparable schedule extension is obtained by Contractor from owner. Contractor shall not be liable to Subcontractor for any damages as a consequence of delays caused by others, unless Contractor first recovers such damages on behalf of Subcontractor. Absent such recovery, Subcontractor's sole remedy for delay shall be a no cost time extension.

5.3 **DEFAULT.** If Subcontractor fails to supply enough properly skilled workers, proper materials, or maintain the schedule of work, or if it fails to pay its workers, sub-subcontractors or suppliers, or commits an act of bankruptcy, or is otherwise guilty of a material breach of the provisions of this agreement, Subcontractor shall be in default. If the Subcontractor fails to correct such default within (3) three days, then Contractor shall have the right to complete the work in his best interest, to charge the costs thereof to the subcontractor; to contract with other contractors; to withhold payment pending completion of corrective action; and / or terminate the subcontract and use any materials, tools, equipment, or appliances furnished by or belonging to Subcontractor to complete Subcontractor's Work. All costs so incurred by Contractor shall be deducted from the moneys due to Subcontractor on this or any other contract between Contractor and Subcontractor. Contractor may withhold an amount sufficient to indemnify Contractor against any such lien or claim including attorney fees. If any such claim be proven after all payments are made, Subcontractor agrees to immediately pay on the basis set forth in Section 5.3 above, to Contractor any amount which Contractor pays by and in consequence of the Subcontractor. If Contractor is required to enforce its rights under this contract or if contractor incurs attorney's fees or costs or expends administrative resources in responding to any type of claims of Subcontractor's creditors, Contractor shall be entitled to recover all attorney's fees and costs incurred and all administrative resources devoted to such claims.

5.4 **ACTIONS BY OWNER.** Should Owner suspend or terminate any part of the prime contract, Subcontractor shall immediately suspend work only after written notice from Contractor. Subcontractor expressly agrees that Contractor's liability to Subcontractor is limited to the extent of Contractor recovery on behalf of Subcontractor under the prime contract documents.

5.5 **BACKCHARGES.** If Subcontractor shall delay the work so as to cause any additional expense to others, then Subcontractor shall bear such additional expense. If liquidated or other damages for delay beyond the completion date are assessed, then Contractor may assess same against Subcontractor. If Subcontractor fails to correct or remedy written notices or other provisions of this agreement, then Contractor shall make such correction or remedy and backcharge Subcontractor for all cost required to complete work. Subcontractor not responsible for Acts of God, labor unions, or other such causes beyond Subcontractor's control.

5.6 **ADDITIONAL WORK FOR OWNER.** Subcontractor agrees to refrain from entering into any contract or agreement with the owner or architect in regards to additional work, repairs, or maintenance contracts in regards to work normally performed by Subcontractor on this project. Without written agreement contrary, Subcontractor will pay Contractor his cost, overhead, and profit for this additional work.

ARTICLE 6
MISCELLANEOUS

6.0 **NOTICES.** All notices herein required shall be deemed served when delivered personally or two business days following deposit by certified mail, return receipt requested, in the United States Mail, to the address set forth above.

6.1 **APPLICABLE LAW.** The agreement shall be governed by the law of the state of Illinois.

6.2 **SERVERABILITY.** The partial or complete invalidity or any one of the provisions of this agreement shall not affect the validity or continuing force and effect of the remaining provisions.

6.3 **ENTIRE AGREEMENT.** This agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement shall be binding on Subcontractor, its heirs, agents, successors and

assigns.

6.4 **VENUE.** This agreement is made and executed at Waukegan, Illinois, and the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois, shall be deemed to be the proper venue for any action arising out of this Subcontract.

6.5 **TERMINATION FOR CONVENIENCE.** Contractor shall have the right to terminate this Agreement for its own convenience by giving notice of termination effective upon receipt thereof by Subcontractor. Termination for Default if wrongly made shall be treated as Termination for Convenience. If the Contractor terminates this Agreement for convenience, the Subcontractor shall be paid only the actual cost of the work, materials and labor in place, plus the actual cost of any materials properly delivered and stored on or off site at the direction of the Contractor (if Contractor elects to retain such stored materials), plus a pro rata percentage of the Subcontractor's fee or stated profit equal to the percentage of completion, whichever is less. If Contractor terminates this Agreement for convenience, Subcontractor shall not be entitled to anticipated profits on unperformed portions of the Work or to punitive or consequential damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.

Jaymor Electric, Inc.
SUBCONTRACTOR

By _____

(Title) (Seal) V.P.

BOLLER CONSTRUCTION COMPANY, INC.

By _____

ROBERT BOLLER/Project Manager

BOLLER CONSTRUCTION COMPANY, INC.

3045 W. WASHINGTON STREET
WAUKEGAN, IL 60085-4843
847-662-5566 Phone
847-662-7392 Fax

SUBCONTRACTOR AGREEMENT

Job: 13-272 METRA STONE AVENUE

Subcontract #: 13272-2200
Cost Code/Category: 2-200 S

This Agreement made and effective September 25, 2013 by and between BOLLER CONSTRUCTION COMPANY INC., located at 3045 W. Washington Street, Waukegan, IL. hereinafter called "Contractor", and

REILLEY EXCAVATION & WRECKING
4844 North Lamon Avenue
Chicago, IL 60630
Phone: (773)205-1444 Fax:(773)205-1473

hereinafter called "Subcontractor", and as used in this agreement "Subcontractor" shall include all sub-subcontractors, suppliers, or persons supplying labor hired by Subcontractor to perform work as described below:

PROJECT: METRA STONE AVENUE
701 W Burlington AVE
LA GRANGE, IL

OWNER: VILLAGE OF LAGRANGE

OWNER CONTRACT DATE: 9/24/2013

SUBCONTRACTOR PRICE: $91,600.00

WORK: Furnish all material, labor, equipment and insurance needed to complete the CLEARING (SITE DEMO). EXCAVATION, BACKFILL, GRANULAR (ASPHALT BASE BY OTHERS). ~~includes SAW CUT FOR CLEARING~~, TREE REMOVAL, RESPREAD TOPSOIL IF IT EXISTS. NO SOIL TEST (CCDS) INCLUDED. UNIT PRICES PER YOUR PROPOSAL ACCEPTED. ALTERNATES WILL BE NEGOTIATED AT FUTURE DATE. SITE DEMO INCLUDES ASPHALT EXTERIOR UNDER STATION CANOPY Exclusions as per Reilley Proposal dated 1-25-13 (Tree Removal bid) and above as part of this agreement. Exclusions RB CR

PER PARAGRAPH 4.12 of this Subcontract regarding **SAFETY & CLEANUP**, you are responsible for cleanup of your trade at each area you work as your work progresses.

SUBMITTALS REQUIRED BY:

ALTERNATES SEE ABOVE

All work is to be performed in strict accordance with the plan sheets SEE EXHIBIT D dated 7/1/2013; and specifications including General Conditions prepared by LEGAT ARCHITECTS and dated: , addenda none. All work of Subcontractor required or necessary to complete the Project in a first class and workman like manner, including without limitation, the furnishing of all labor, equipment, tools, scaffolding, hoisting, transportation, supervision, coordination, communication, unloading, distributing, shop drawings, erection drawings, details, certifications, insurance, guarantees and warranties, demonstrations, operating instructions, maintenance, ~~laboratory and field tests and tests reports~~, samples, brochures and storage is included herein. Exclusions RB CR

This Agreement, including all exhibits and schedules annexed hereto, constitutes the entire Agreement between the Contractor and Subcontractor. No representative, warranties, undertakings or promises, whether oral, implied or otherwise, can be made or have been made by either Contractor or Subcontractor to the other unless expressly stated herein or unless hereafter mutually agreed to in writing by Contractor and Subcontractor. All amendments, supplements, or riders hereto, if any, shall be in writing executed by both parties and attached to this Agreement.

ARTICLE 1

REILLEY

EXCAVATING & WRECKING. INC.

4844 N. Lamon Avenue
Chicago, Illinois 60630
Phone: (773) 205-1444
Fax: (773) 205-1473
Email: reilleyexcavating@sbcglobal.net

CERTIFIED WBE/DBE SUBCONTRACTOR BASED IN THE CITY OF CHICAGO!!!

Proposal

Company:	-	Boller Construction
Attn:	-	Estimating
Fax/Email:	-	estimating@bollerconstruction.com
From:	-	Joe Reilley
Cell:	-	**708-302-1443**
Date:	-	July 24, 2013

PROJECT: - LaGrange – Burlington Avenue Metra
BID DATE: - July 26, 2013

EARTHWORK

CLEARING: - Clear from the site the existing asphalt, concrete pavement, curbs, signs, trees and stairs in the way of the new work.

EXCAVATION: - Excavate for the new asphalt, walks, curbs, pavements and stairs.

BACKFILL: - Backfill foundation excavations.

GRANULAR: - Supply to rough grade granular base for new stairs and walks. (Asphalt base by others)

COST: - $91,600.00 – Disposal to CCDD Landfill
Alt #2 – ADD: $40,000.00
Alt #7 - ADD: $2,500.00
Alt #11 – ADD: $4,400.00

UNIT COST: - Undercut Unsuitable Soils - $29.75 per cubic yard – Disposal to CCDD Landfill
Import Structural Fill - $36.00 per cubic yard

ADDITIONAL EXCLUSIONS: - No fabric, undercut or fill, work in the existing building or analytical soil testing is included in this proposal.

STANDARD EXCLUSIONS:

Permits or Bonds	Erosion Control	Temporary protection of any sort
Hand work	Tree removal	Spreading/supplying topsoil
Hand compaction	Dewatering	Hazardous material removal
Shoring or bracing	Barricades	
Saw cutting	Asphalt patching	
Utility locating	Street patching	
Utility removal	Testing or layout	

SCOPE OF WORK

1.0 WORK. The Contractor employs Subcontractor as an independent contractor to furnish all material and perform all labor in accordance with the prime contract between owner and contractor and applicable drawings and specifications. The work included in this subcontract is done under the direction of above said architect, and his decisions as to the true meaning of the drawings and specifications shall govern as provided in the owner's principal contract. Subcontractor agrees to comply with provisions of Fair Employment Act and terms of Equal Employment Opportunity Requirements including plans for mandatory minority employment plans.

ARTICLE 2
SCHEDULE OF WORK

2.0 TIME IS OF THE ESSENCE. The parties agree to perform their work so the Project may be completed on schedule Subcontractor shall provide requested schedule information Contractor shall prepare the schedule of work, and Subcontractor shall be bound to it If Subcontractor disagrees with the schedule, Subcontractor shall object within five (5) days of receipt. A failure to object waives all objections If no schedule is provided, Subcontractor agrees to provide necessary workers to complete work as requested by Contractor It shall be a condition precedent to the payment of any sums due hereunder that Subcontractor shall have delivered to Contractor a fully executed counterpart of this Subcontract Agreement before beginning to perform the work

ARTICLE 3
PAYMENT

3.0 SWORN STATEMENT. Subcontractor must provide a sworn statement detailing all subcontractors, suppliers and equipment lessors hired by Subcontractor to provide labor, tools, equipment (including all rentals of any kind), material, or services necessary to complete work. For each such subcontractor, supplier and equipment lessor, the sworn statement shall state the amount of the contract, the amount paid to date, the amount of payment requested and the balance to become due. If materials are prepurchased or purchased for stock and so listed on sworn statement, then Subcontractor shall provide copy of original invoice showing this transaction. Failure to list any and all suppliers, equipment lessors and subcontractors on the sworn statement gives Contractor adequate reason to delay payment or withhold necessary funds to assure lien free job and satisfaction of Labor and Material bonds

3.1 LIEN. Subcontractor shall complete his work in a manner satisfactory to Contractor and shall keep the property upon which work is performed free of any claim or lien Should the property upon which work is performed or supplies delivered become subject to lien or claim, then Contractor may after (3) three day written notice to the Subcontractor, pay over an amount sufficient to discharge such lien or claim and deduct all payments and costs from Subcontractor

3.2 ADDITIONAL DOCUMENTS. As a condition to each progress payment and to final payment, Subcontractor shall provide, in a form satisfactory to owner and Contractor, unconditional lien waivers or claim waivers and affidavits from Subcontractor and its sub-subcontractors, suppliers and equipment lessors for the time period of each applicable payment application No payment received by Subcontractor for Work performed on this project shall be used to satisfy or secure any indebtedness other than the one owed by Subcontractor to a person for this project. Contractor shall have the right to contact Subcontractor's sub-subcontractors, suppliers and equipment lessors to insure that they are being paid for this Project and that such payments are being credited to this Project Copy of performance bond is available from Contractor upon request and Subcontractor may request additional financial information from Owner

3.3 PAYMENT. If Subcontractor shall fulfill the terms of this Subcontract to the satisfacuon of Owner, Contractor and Architect (if any), and upon receipt of Subcontractor's application for payment, partial and final lien waivers, affidavits and supporting documentation all in form and substance acceptable to Contractor Contractor will pay to Subcontractor the subcontract price, subject to any additions or reductions for changes as required by this Subcontract, and less partial payments to date. All payments to Subcontractor shall be made on the basis of and only to the extent of money actually received by Contractor from Owner. The subcontractor expressly agrees to accept the risk that he will not be paid for work performed in the event the Contractor is not paid by the Owner for such work and that Subcontractor relies for payment on the credit and ability of the Owner to pay and not that of the Contractor and that Subcontractor accepts condition for payment based upon owner's payment to contractor. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, his sub-subcontractor or his suppliers is subject to the same conditions as outlined above and limits the Contractor's liability to the Subcontractor. The Subcontractor and his suppliers and sub-subcontractors agree that the liability of the surety on Contractor's labor, material, and payment bond is limited to and shall not exceed original subcontract amount and is reduced by payments made to Subcontractor per his sworn statement. Acceptance of final payment to Subcontractor shall constitute a waiver of all claims by Subcontractor and its sub-subcontractor's and suppliers relating to Subcontractor's Work, and Subcontractor will indemnify Contractor from liability including attorney fees, if claims by its suppliers or sub-subcontractors are asserted after final payment The Subcontractor expressly agrees that the receipt of payments by the Contractor from the Owner shall be a condition precedent to any obligation of Contractor to make payments to Subcontractor hereunder Any payments made to Subcontractor shall not constitute or imply acceptance of any portion of Subcontractor's Work. All payments will reflect any applicable retainage, which shall not exceed the percentage retained by Owner from Contractor's payment for Subcontractor's Work unless Contractor has reason to withhold due to provisions of this subcontract

ARTICLE 4
SUBCONTRACTOR'S OBLIGATIONS

4.0 CLEAN UP. Subcontractor shall remove any and all debris or packaging daily For whatever debris is not removed, Boller Construction will remove of same and charge Subcontractor costs thereof as a backcharge

4.1 SUBCONTRACTOR SUPERVISION. Subcontractor shall furnish a competent individual who shall be present at job site during performance of its work This representative shall be empowered to act on behalf of Subcontractor in all matters and must be acceptable to the Contractor.

4.2 SUBCONTRACTOR'S INSURANCE. Before starting Work, Subcontractor shall familiarize itself with the insurance requirements of Owner and shall procure and maintain all insurance requirements as called for in Owner's Contract with Boller and Specifications. This insurance shall be the primary insurance before any other policy Workmen's Compensation insurance, covering full statutory liability for injuries sustained by any of Subcontractor's employees under the Workmen's Compensation Act of the state in which the work is to be performed will be supplied by Subcontractor. Subcontractor shall provide insurance including Automobile Liability (including all owned, non-owned, and hired vehicles), Operations Liability; Protective Liability: Products and Completed Operations Liability; Liability for Mold and Pollution Exposure and Remediation and Contractual Liability including broad form CGL endorsement (to insure indemnification of Contractor as set forth in paragraph 4.8 hereof); and, if underground work is being performed, Subcontractor shall carry an XCU endorsement Minimum aggregate and occurrence coverage for the above-designated liabilities shall be as set forth in the prime contract between Owner and Contractor, including the General Conditions of Construction, or the following minimum coverage, whichever is greater:

Workmen's Compensation - statutory
Employer's Liability Coverage "B" - $1,000,000
Comprehensive General Liability
- Bodily Injury. $1,000,000 each occurrence-$2,000,000 aggregate
- Property Damage: $1,000,000 each occurrence-$2,000,000 aggregate
- Products and Completed Operations for two years following completion of the work: each occurrence $1,000,000
- Excess Liability: $5,000,000
- Mold and Pollution Liability (on blanket basis covering bodily injury, property damages

PER REILLY CONTINUATION
Daily

and environmental restoration claims arising out of performing work under the Subcontract involving the supplying, handling, clean-up or excavation of waste or hazardous substances) $1,000,000 each occurrence - $2,000,000 aggregate

Automobile Liability (including all owned, no -owned, and hired vehicles)
Bodily Injury: $1,000,000 each person-$1,000,000 each occurrence
Property Damage $1,000,000

Contractor and Owner shall be named as additional insured on a primary and non-contributory basis on each of these policies, including general liability policy All policies shall contain a provision that the coverages afforded shall neither be canceled nor not renewed, nor restrictive modifications added unless 30 days prior written notice is given to Contractor Certificates of insurance, or certified copies of policies and "Additional Insured" policy endorsements acceptable to Contractor, shall be filed with Contractor prior to the commencements of Subcontractor's Work. Subcontractor assumes all risks of loss and liability for damage or loss to his material, tools, and equipment. If insurance coverage is provided by a Builders Risk Policy for the repair or replacement of all or part of Subcontractor's work hereunder, the Subcontractor is responsible for payment of any deductible required by such policy and will receive payment only as directed by holder of policy for items under this Subcontract

Subcontractor shall require each lower tier subcontractor with which it contracts to complete any part of the scope of work of this Subcontract to obtain and provide for Contractor's benefit the same types, scopes and limits of insurance as required of Subcontractor hereunder. Contractor and Owner shall be named as additional insured on a primary and non-contributory basis on each such policy. Subcontractor shall provide certificates of insurance or certified copies of applicable policies and "Additional Insured" policy endorsements from all lower tier subcontractors before Subcontractor begins the work.

It shall be a condition precedent to the payment of any sums due hereunder that Subcontractor shall have delivered to Contractor all insurance documents required hereunder
Contractor's failure to obtain certificates of insurance or other insurance documents from Subcontractor, or making payment under this agreement, shall not constitute a waiver of any of Contractor's rights hereunder

4.3 **COORDINATION.** Subcontractor shall cooperate with Contractor and all others whose work may interfere with, relate to or depend on Subcontractor's Work. Before his work starts, Subcontractor will personally inspect, note and advise Contractor in writing any interference and/or defect in the work of others, which relates to Subcontractor's Work or Project requirements. Subcontractor will make this inspection in time to meet schedule and allowing Contractor or other Subcontractors a reasonable time to remedy any defects so observed. Subcontractor agrees he has accepted work of others if no such written objection is made and is responsible for all costs of replacement if required. If such defects are discovered, Subcontractor shall notify Contractor immediately Subcontractor is not responsible for the work of others

Excluded RB C

4.4 **PERMITS, FEES AND LICENSES.** ~~Subcontractor shall secure and pay for all applicable permits, utility fees~~, licenses, assessments, inspections, taxes or other fees which apply to Subcontract work

4.5 **SUBCONTRACT BOND.** If requested by Contractor, Subcontractor shall obtain bonds in the amount, form and by a surety satisfactory to Contractor Subcontractor shall be reimbursed without retainage for the cost of such bonds, provided the bonds requested are not stipulated as a requirement in the bidding documents issued to Subcontractor

4.6 **WORKMANSHIP.** Work will be performed in strict accordance with contract documents All workmanship will be of the best kind only. New materials will be used, except as otherwise expressly provided No substitutions allowed without Contractor authorization Subcontractor is responsible for all costs of removal and replacement when materials are not accepted. Subcontractor will pay all costs for repairing work of other trades caused by his installation Subcontractor shall provide all guarantees, warranties, and other maintenance agreements as required in specifications for all work performed by this Subcontract. Subcontractor shall be responsible for the protection of his material delivered and work performed until completion and final acceptance. Subcontractor assumes all risk for damages or loss to all materials, tools, and equipment which belong to him or under his control. All work shall be delivered complete and undamaged.

4.7 **STORAGE OF MATERIALS.** When erection is part of the agreement, Subcontractor shall be responsible for unloading and safe storage of materials Subcontractor shall examine work furnished by others and handle its items so as to insure satisfactory installation without damage to other work

4.8 **INDEMNIFICATION.** To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor from and against all claims, damages, loss, and expenses, including attorney's and consultant's fees, (including without limitation, claims resulting from; property damage of any kind; personal injury; death; OSHA fines,intellectual property infringement; fines or expenses caused by failure to comply with all laws, codes and ordinances affecting the Work; mold and hazardous materials exposure;and remediation; and mechanics lien or bond claims by subcontractors, suppliers, workers or any others in privity with Subcontractor) arising out of or resulting from the performance of Subcontractor's Work which are attributable to or caused in whole or part by any negligent acts or omissions of Subcontractor, or which result from failure to perform obligations set forth in this Subcontract agreement. The obligations of this paragraph shall not extend to damages or losses caused by or resulting from the sole negligence of Contractor

In claims against any person or entity indemnified under this Section 4.8 by an employee of the Subcontractor, a lower tier subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor of a lower tier subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts

4.9 **LABOR.** Subcontractor agrees to avoid all disputes with labor organizations, pay all dues, and to employ only such personnel as are approved by labor organizations with which Contractor may be affiliated or may otherwise be applicable to the work being performed pursuant to this agreement Contractor may deduct from subcontract and pay labor dues or fines directly to unions if unpaid by subcontractor. Subcontractor further agrees to comply with all federal, state, and local laws, including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, and OSHA Subcontractor shall employ only workers whose work will be acceptable to and in harmony with other workers and will remove any worker from site when requested by Contractor

4.10 **PROTECTION OF THE WORK.** Subcontractor shall properly protect its work and the work of others from damage caused by Subcontractor's operation. Should Subcontractor cause damage to the work, Subcontractor shall promptly remedy such damage Alternatively, Contractor may remedy the damage and deduct the cost thereof from any amounts due Subcontractor. No notice is required for Contractor remedy.

4.11 **DOCUMENTATION.** Under penalty of default, Subcontractor agrees to timely submit any reports required by Contractor, including those required for preparation of construction performance schedules, shop drawings, fabrication, installation or performance. Subcontractor further agrees to timely deliver all waivers of lien; necessary EEO, payroll and/or Occupational Safety and Health Act reports, as required, and any other documentation required The approval of all submittals will be general in nature and will not mean that they have been checked for measurement, quantity, or completeness and will in no way relieve Subcontractor from the necessity of furnishing a complete product as required by the drawings and specifications.

4.12 **SAFETY AND CLEANUP.** Subcontractor and each of its lower tier subcontractors shall follow Contractor's cleanup and safety directions, construction industry Safety Rules and Regulations; and federal, state and local laws and standards Subcontractor and each of its lower tier subcontractors shall provide sufficient safe and proper facilities for the inspection of work Subcontractor agrees to keep the Project free from and to remove debris and unsafe conditions If Subcontractor or any of its lower tier

subcontractors fails to comply after receipt of 24 hour written notice of noncompliance or in case of emergency immediate notice, Contractor may implement safety or cleanup measures and charge the cost thereof against Subcontractor. Subcontractor and each of its lower tier subcontractors agrees that its employees may be exposed to hazardous materials on job site and Subcontractor is responsible for the training and safety of its employees and those of its lower tier subcontractors and will supply its own supplies and safety equipment Material Safety Data Sheets for hazardous material are to be provided by Subcontractor and will be present at job site or construction office for your review

4.13 **GUARANTEE.** Subcontractor shall and does hereby guarantee and warrant for the period of the applicable statute of limitations, that all its work is of the highest quality workmanship, that all materials are new, and that all work complies in all respects with all plans and specifications and all other requirements of this Subcontract Agreement Subcontractor shall promptly on receipt of notice make good, without additional cost, any and all defects or damages directly or indirectly due to imperfect workmanship or materials or other failure to comply in all respects with all plans and specification and all other requirements of this Subcontract Agreement for a period of time set forth in the specifications or if no period is specified therein, for one year following acceptance of the Project by Owner or Architect.

4.14 **CLAIMS AND DISPUTES.** Subcontractor agrees Subcontractor shall give Contractor written notice of all claims within three (3) days of the event for which a claim is made; failure to do so shall constitute a waiver of such claim. Subcontractor must make all claims for which Owner is or may be liable in the manner provided in the contract documents for like claims by Contractor upon Owner Failure of Subcontractor making timely claims relieves Contractor of costs, time extensions, or other breaches associated with making this claim to owner. Subcontractor shall proceed and complete its work pending final resolution of the dispute without delay

4.15 **ASSIGNMENT.** Subcontractor shall not assign, subcontract, sell, or assign the proceeds of this or any part of this agreement for Work without the prior written approval of Contractor Breach of this paragraph allows Contractor to take any action necessary to resolve problems without notice and deduct all costs from Subcontractor

4.16 **DRUG FREE WORK PLACE.** Subcontractor agrees to require all employees to submit to drug testing as a requirement to work on certain jobs Both mandatory and random drug testing is now required in federal, state and private construction contracts and Subcontractor agrees to provide a drug free work place including the cost of drug testing and remedial action

ARTICLE 5
REMEDIES

5.0 **EMERGENCY.** In case of emergency endangering life or property, the Contractor does not have to give Subcontractor any notice in order to secure or remedy the emergency This includes but is not limited to safety, debris clean up, or emergency repairs. Subcontractor will be backcharged cost associated with his work

5.1 **CHANGES.** Upon request, Subcontractor shall provide firm price quotations in writing for additional work to be done Subcontractor shall make any and all changes in the work, and the value of the work added or deleted shall be computed and determined and the Contract adjusted only by written change order executed by Contractor No officer, employee, or agent of the contractor is authorized to direct any extra or change in work by oral order. Subcontractor must obtain any changes in writing and in no case will a verbal order, objection, claim or notice be binding Nothing herein contained shall excuse the Subcontractor from proceeding promptly with the prosecution of the work as ordered in writing by the Contractor and failure to do so shall constitute a breach of subcontract Faxed authorizations are acceptable

5.2 **NO DAMAGES FOR DELAY.** The time for Subcontractor's work shall be extended by change order to the extent a comparable schedule extension is obtained by Contractor from owner Contractor shall not be liable to Subcontractor for any damages as a consequence of delays caused by others, unless Contractor first recovers such damages on behalf of Subcontractor Absent such recovery, Subcontractor's sole remedy for delay shall be a no cost time extension

5.3 **DEFAULT.** If Subcontractor fails to supply enough properly skilled workers, proper materials, or maintain the schedule of work, or if it fails to pay its workers, sub-subcontractors or suppliers, or commits an act of bankruptcy, or is otherwise guilty of a material breach of the provisions of this agreement, Subcontractor shall be in default If the Subcontractor fails to correct such default within (3) three days, then Contractor shall have the right to complete the work in his best interest, to charge the costs thereof to the subcontractor, to contract with other contractors; to withhold payment pending completion of corrective action; and / or terminate the subcontract and use any materials, tools, equipment, or appliances furnished by or belonging to Subcontractor to complete Subcontractor's Work All costs so incurred by Contractor shall be deducted from the moneys due to Subcontractor on this or any other contract between Contractor and Subcontractor. Contractor may withhold an amount sufficient to indemnify Contractor against any such lien or claim including attorney fees If any such claim be proven after all payments are made, Subcontractor agrees to immediately pay on the basis set forth in Section 5.3 above, to Contractor any amount which Contractor pays by and in consequence of the Subcontractor. If Contractor is required to enforce its rights under this contract or if contractor incurs attorney's fees or costs or expends administrative resources in responding to any type of claims of Subcontractor's creditors, Contractor shall be entitled to recover all attorney's fees and costs incurred and all administrative resources devoted to such claims

5.4 **ACTIONS BY OWNER.** Should Owner suspend or terminate any part of the prime contract, Subcontractor shall immediately suspend work only after written notice from Contractor Subcontractor expressly agrees that Contractor's liability to Subcontractor is limited to the extent of Contractor recovery on behalf of Subcontractor under the prime contract documents

5.5 **BACKCHARGES.** If Subcontractor shall delay the work so as to cause any additional expense to others, then Subcontractor shall bear such additional expense If liquidated or other damages for delay beyond the completion date are assessed, then Contractor may assess same against Subcontractor. If Subcontractor fails to correct or remedy written notices or other provisions of this agreement, then Contractor shall make such correction or remedy and backcharge Subcontractor for all cost required to complete work Subcontractor not responsible for Acts of God, labor unions, or other such causes beyond Subcontractor's control.

5.6 **ADDITIONAL WORK FOR OWNER.** Subcontractor agrees to refrain from entering into any contract or agreement with the owner or architect in regards to additional work, repairs, or maintenance contracts in regards to work normally performed by Subcontractor on this project Without written agreement contrary, Subcontractor will pay Contractor his cost, overhead, and profit for this additional work.

ARTICLE 6
MISCELLANEOUS

6.0 **NOTICES.** All notices herein required shall be deemed served when delivered personally or two business days following deposit by certified mail, return receipt requested, in the United States Mail, to the address set forth above.

6.1 **APPLICABLE LAW.** The agreement shall be governed by the law of the state of Illinois

6.2 **SERVERABILITY.** The partial or complete invalidity or any one of the provisions of this agreement shall not affect the validity or continuing force and effect of the remaining provisions

6.3 **ENTIRE AGREEMENT.** This agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral This agreement shall be binding on Subcontractor, its heirs, agents, successors and assigns

6.4 **VENUE.** This agreement is made and executed at Waukegan, Illinois and the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois, shall be deemed to be the proper venue for any action arising out of this Subcontract

6.5 TERMINATION FOR CONVENIENCE. Contractor shall have the right to terminate this Agreement for its own convenience by giving notice of termination effective upon receipt thereof by Subcontractor. Termination for Default if wrongly made shall be treated as Termination for Convenience. If the Contractor terminates this Agreement for convenience, the Subcontractor shall be paid only the actual cost of the work, materials and labor in place, plus the actual cost of any materials properly delivered and stored on or off site at the direction of the Contractor (if Contractor elects to retain such stored materials), plus a pro rata percentage of the Subcontractor's fee or stated profit equal to the percentage of completion, whichever is less. If Contractor terminates this Agreement for convenience, Subcontractor shall not be entitled to anticipated profits on unperformed portions of the Work or to punitive or consequential damages.

CR

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written

REILLEY EXCAVATION & WRECKING
SUBCONTRACTOR

By Cathy Reilley

(Title) President (Seal)

BOLLER CONSTRUCTION COMPANY, INC.

By Robert J. Boller

ROBERT BOLLER/Project Manager

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

RENOVATIONS TO THE STONE AVE. METRA STATION
Name of Project

Carrera Concrete Construction, at 1395 Louis Ave, Elk Grove Village, IL
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ 47625.00 performing Concrete flatwork as shown on sheet C110 dated 7/1/2013.

and as shown on Schedule A of BOLLER CONSTRUCTION COMPANY, INC. 's bid.
Name of Prime Contractor

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Jose P. Carrera / President — Jose P. Carrera — 7/30/13
Print Name and Title — Signature <MUST BE SIGNED BY DBE> — Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09kvb

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

RENOVATIONS TO THE STONE AVE. METRA STATION
Name of Project

Carrera Concrete Construction, at 1395 Louis Ave, Elk Grove Village, IL
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ 47605.00 performing Concrete flatwork as shown on sheet C110 dated 7/1/2013.

and as shown on Schedule A of BOLLER CONSTRUCTION COMPANY, INC 's bid.
Name of Prime Contractor

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Jose P. Carrera / President — Jose P. Carrera — 7/30/13
Print Name and Title — Signature <MUST BE SIGNED BY DBE> — Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09\6\6

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

RENOVATIONS TO THE STONE AVE. METRA STATION
Name of Project

Jaymor Electric, at 500 Park Av, Suite 204 Lake Villa, IL 60046
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ 39,000.00 performing electrical materials + labor

and as shown on Schedule A of BOLLER CONSTRUCTION COMPANY, INC 's bid.
Name of Prime Contractor.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Maureen Jung		7/30/13
Print Name and Title	Signature <MUST BE SIGNED BY DBE>	Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09\gvb

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

RENOVATIONS TO THE STONE AVE. METRA STATION
Name of Project

Durango Painting, at 2846 Coastal Drive, Aurora, IL 60503
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ 12,400 performing Painting Services

and as shown on Schedule A of BOLLER CONSTRUCTION COMPANY, INC. 's bid.
Name of Prime Contractor.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Ramon Arambula, President	Ramon Arambula	7/30/13
Print Name and Title	Signature **<MUST BE SIGNED BY DBE>**	Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09\svb

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

RENOVATIONS TO THE STONE AVE. METRA STATION
Name of Project

Reilley Excavating & Wrecking, Inc., at 4844 North Lamon Avenue, Chicago, IL 60630
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ 91,600.00 performing The Earthwork

and as shown on Schedule A of BOLLER CONSTRUCTION COMPANY, INC 's bid.
Name of Prime Contractor.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Cathy Reilley - President — Cathy Reilley — 07/31/2013

Print Name and Title — Signature <MUST BE SIGNED BY DBE> — Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09\svb

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

Renovations to the Stone Avenue Metra Station
Name of Project

Jaymor Electric, Inc., at 500 Park Ave.; Suite 204, Lake Villa IL 60046
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ _____ performing _____

Electrical Labor and Materials,

and as shown on Schedule A of Boller Construction Co.'s bid.
Name of Prime Contractor.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Maureen Jung, President — Print Name and Title

Signature <MUST BE SIGNED BY DBE>

5/7/13 — Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09\svb

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

RENOVATIONS TO THE STONE AVE. METRA STATION
Name of Project

Carrera Concrete Construction at 1395 Louis Ave, Elk Grove Village, IL
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ 47625.00 performing Concrete flatwork as shown on sheet C110 dated 7/1/2013.

and as shown on Schedule A of BOLLER CONSTRUCTION COMPANY, INC. 's bid.
Name of Prime Contractor.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Print Name and Title	Signature <MUST BE SIGNED BY DBE>	Date
Jose P. Carrera / President	Jose P. Carrera	7/30/13

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09\svb

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

RENOVATIONS TO THE STONE AVE. METRA STATION
Name of Project

Jaymor Electric, at 500 Park Av, Suite 204 Lake Villa, IL 60046
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ 39,000.00 performing electrical materials + labor

and as shown on Schedule A of BOLLER CONSTRUCTION COMPANY, INC 's bid.
Name of Prime Contractor.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Maureen Jung		7/30/13
Print Name and Title	Signature <MUST BE SIGNED BY DBE>	Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09\svb

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

RENOVATIONS TO THE STONE AVE. METRA STATION
Name of Project

Durango Painting, at 2846 Coastal Drive, Aurora, IL 60503
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ 12,400 performing Painting Services

and as shown on Schedule A of BOLLER CONSTRUCTION COMPANY, INC 's bid.
Name of Prime Contractor.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Ramon Arambula, President	Ramon Arambula	7/30/13
Print Name and Title	Signature **<MUST BE SIGNED BY DBE>**	Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09\svb

Metra

SCHEDULE C
CONFIRMATION OF DBE PARTICIPATION
CONSTRUCTION

Metra IFB No._____

RENOVATIONS TO THE STONE AVE. METRA STATION
Name of Project

Reilley Excavating & Wrecking, Inc., at 4844 North Lamon Avenue, Chicago, IL 60630
Name of DBE Firm — Address

hereby certifies that it is participating in the contract in the amount of at least $ 91,600.00 performing The Earthwork

_____,

and as shown on Schedule A of BOLLER CONSTRUCTION COMPANY, INC. 's bid.
Name of Prime Contractor.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws.

Cathy Reilley - President — Cathy Reilley — 07/31/2013

Print Name and Title — Signature <MUST BE SIGNED BY DBE> — Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Revised Construction with Goal revised 08-26-09\svb