

CITY FLAG
DESIGNED BY
FREDERICK LANGE
JULY 6th 1994

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
MARCH 2, 2015
AT 7:00 P.M.**

1. CALL TO ORDER BY MAYOR AND EXPLANATION OF DISASTER PROCEDURES

REMINDER: SINCE THE MEETINGS ARE BEING VIDEOTAPED IT IS IMPORTANT THAT EVERYONE SPEAK DIRECTLY INTO A MICROPHONE WHEN SPEAKING.

2. ROLL CALL ALDERMEN

3. ROLL CALL DEPARTMENTS HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

6. PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)

- (a) Members of the public may address the City Council in accordance with Section 2.06(g) of the Illinois Open Meetings Act (5 ILCS 120/2.06(g));
- (b) Public comments are limited to three (3) minutes per speaker;
- (c) The subject of public comments shall be reasonably related to matters(s) identified on the meeting agenda and/or other city business;
- (d) Repetitive public comments should be avoided, to the extent practical, through adoption of prior public comment (e.g. agreeing with prior speaker);
- (e) The following conduct is prohibited during public participation:
 - Acting or appearing in a lewd or disgraceful manner;
 - Using disparaging, obscene or insulting language;
 - Personal attacks impugning character and/or integrity;
 - Intimidation;
 - Disorderly conduct as defined in Section 30-1-2 of this revised code of ordinances.
- (f) Any speaker who engages in such prohibited conduct during public participation shall be called to order by the chair or ruling by the chair if a point of order is made by a sitting alderman.

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

- 7-A. Mayor Eckert will recognize the character word of the month “perseverance” staying with a task; not giving up.
- 7-B. Presentation by Economic Development Resources on the Eligibility Study for the Route 15 North TIF District.
- 7-C. Presentation by Economic Development Resources on the Route 15 North Business District Plan.

8. APPROVAL OF MINUTES

- 8-A. Council Meeting February 17, 2015

9. CLAIMS, PAYROLL, AND DISBURSEMENTS

10. REPORTS

- 10-A. **Housing Report of cash receipts for FY 2014-2015** (through January 2015).

11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF

11-A. MOTIONS FROM ALDERMAN SILSBY AS RECOMMENDED BY THE FINANCE COMMITTEE:

- 11 (A-1). Motion to approve hiring Impact Strategies, Inc. as construction manager as constructor for police department/city hall project.
- 11 (A-2). Motion to authorize the termination of the lease at 720 West Main Street, Suite 150, effective no later than May 31, 2015.

11-B. MOTIONS FROM ALDERMAN SEIBERT AS RECOMMENDED BY THE STREETS AND GRADES COMMITTEE:

- 11 (B-1). Motion to approve Volkert in the amount of \$12,621.00 for design services for 400 Block of North Virginia (DCEO).
- 11 (B-2). Motion to approve EFK Moen, LLC in the amount of \$48,670.00 for design services for East Main Street Resurfacing (Oak Street to Douglas) (CDBG).
- 11 (B-3). Motion to approve Kaskaskia Engineering Group, LLC in the amount of \$52,160.00 for design services for Juanita Place Phase II (TIF 3).
- 11 (B-4). Motion to approve Oates and Associates in the amount of \$23,997.15 for design services Prairie Drive (Wabash Avenue to Garden Boulevard) (DCEO).

11-C. MOTIONS AS RECOMMENDED BY THE ECONOMIC DEVELOPMENT AND ANNEXATION COMMITTEE:

- 11 (C-1). Motion to accept the Route 15 North TIF District Eligibility Study and place on file.
- 11 (C-2). Motion to authorize Economic Development Resources to complete the Route 15 North TIF District Redevelopment Plan.
- 11 (C-3). Motion to accept the Route 15 North Business District Plan and place it on file.

12. COMMUNICATIONS

12-A. Belleville Senior Celebration – 5/8/2015

Request from Southwestern Illinois College's Programs and Services for Older Persons, City of Belleville and Belleville Township to hold their Belleville Senior Celebration on Friday, May 8, 2015 from 10:00AM-2:00PM at 201 North Church Street. They are also requesting for the 200 Block of North Church Street be blocked off the both ends from 7:00 AM-3:30PM, barricades at Church Street entrance of St. Luke's parking lot, the "B" Lot be reserved for guests,

10 picnic tables and 4 trash toters that morning; with 1 table and 1 trash toter to be placed in the back courtyard by the barbecue grills, and the other 9 tables and 3 trash toters in front.

12-B. **Strides for Strays, Racing to Rescue, Service for Smiles 5k and Informational Fair – 6/6/2015**

Nicole Laflen, Future Girl Scout Gold Award* Recipient is requesting a 5k and Informational Fair in hopes of bringing more awareness to service animals and companions. This will start at Belleville West Junior High, crossing Royal Heights Road, west on North Park Drive towards the south-side of Memorial Hospital, around Bellevue Park, east on South Park Drive continuing east on Shirley Drive, north on North 39th Street, west on South Park Drive, north on North 43rd Street, east on North Park Drive, crossing Royal Heights Road, ending back at Belleville West Junior High. There is a request for (2) police officers – one to be at Royal Heights Road and South Park Drive and the other at West Park Drive and North 48th Street. The 5K will begin at 9:00 AM and end around 10:00 AM.

13. **PETITIONS**

14. **RESOLUTIONS**

14-A. **RESOLUTION NO. 3216**

Resolution for temporary closure of Route 159 for the Veteran's Memorial Ceremony.

14-B. **RESOLUTION NO. 3222**

Resolution for temporary closure of Route 159 for the Belleville School District #118 picnic parade.

15. **ORDINANCES**

15-A. **ORDINANCE NO. 7844**

An ordinance proposing the approval of a business district plan and designation of a business district and fixing a time and place for a public hearing on the proposals to approve a business district plan and designate a business district.

16. **UNFINISHED BUSINESS**

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$158,216.53**.

18. EXECUTIVE SESSION

18-A. The City Council may go into executive session to discuss personnel, litigation, workers' compensation, property acquisition or transfer of property and approval of executive session minutes.

19. ADJOURNMENT (ALL QUESTIONS RELATING TO THE PRIORITY OF BUSINESS SHALL BE DECIDED BY THE CHAIR WITHOUT DEBATE, SUBJECT TO APPEAL)

**CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
FEBRUARY 17, 2015 – 7:00 PM**

Mayor Mark Eckert called this meeting to order.

Mayor Eckert explained the disaster procedures. Mayor Eckert reminded anyone speaking this evening to step up to a microphone because the meetings are being taped and posted the next day on the website.

Mayor Eckert asked the City Clerk Dallas B. Cook to call roll. Members present on roll call: Mayor Mark Eckert, City Clerk Dallas B. Cook and City Treasurer Dean Hardt. Aldermen: Mike Heisler, Ken Kinsella, Dorothy Meyer, Janet Schmidt, Gabby Rujawitz, Kent Randle, Johnnie Anthony, Jim Davidson, Phil Silsby, Joseph Hayden, Paul Seibert, Bob White, Trent Galetti, James Musgrove, Alderman Orlet and Lillian Schneider.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: Police Chief, Bill Clay; Fire Chief, Tom Pour; Director of Maintenance, Ken Vaughn; Director of Wastewater, Royce Carlisle; City Engineer, Tim Gregowicz, Health and Housing Director, Bob Sabo; Director of Parks and Recreation, Debbie Belleville, Assistant Director of Public Works, Mike Parks; Assistant City Attorney, Brian Flynn; City Attorney, Garrett Hoerner; Finance Director, Jamie Maitret; Director of Library, Leander Spearman, Lt. Col. Spargur.

Department Heads: Human Resource Director, Jim Schneider; Director of Public Works, Chuck Schaffer, excused.

PLEDGE

Mayor Eckert requested everyone to stand the pledge of allegiance.

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Mayor Eckert explained the new Public Participation wording included on the agenda and asked if anyone would like to come forward for the public participation portion of the meeting and said please state your name and address for the record and limit comments to approximately three minutes per person and to please speak into the microphone.

Chris Eckert, 946 South Green Mount Road, Belleville, Illinois. Mr. Eckert stated he is speaking on behalf of his family and the TIF project proposed at the Shrine. Mr. Eckert thanked the council for supporting his family and the project five years ago; but for the TIF they would have not been able to do

the project. It has been very successful for the City and for Eckert's. As a result of the expansion, the sales have increased by \$3 million in the last four years, \$1 million in wages to the local community, it is estimated that 60% customers are from Missouri and that translates into 80 thousand additional visitors from St. Louis annually and its growing. Eckert's host approximately 250,000 people from Missouri every year.

Bill Bremen, 5500 Nora Court, Belleville, Illinois. Mr. Bremen stated he would like to give voice to the many people in the Belleville News-Democrat that said they were against this project. Mr. Bremen stated they did not lend their name to their comments but they are obviously concerned that this should not go forward. This is a matter of putting the horse before the cart. Mr. Bremen stated Mr. Eckert has been successful and it has been on the taxpayers' dollar. Mr. Bremen stated to be very honest he cannot afford to shop at Eckert's. Mr. Bremen stated now they are talking about a proposal and Mr. Eckert did not have to be vetted because the City knows who the Eckert's are; however, the Keller organization has not been vetted. Mayor Eckert interrupted and advised Mr. Bremen to stick to the details; Mr. Bremen stated they have not been any details...last minute. Mr. Bremen stated on the same page "the Shrine Priest ordered to release records" (from a federal court), these are people who can be trusted. So the Oblates are the ones who vetted the Keller organization. The City of Belleville, as far as he knows, did not spend any money to vet this organization; however, the City will take what the Shrine says as gospel we can go ahead and put the City on the hook for \$15 million. Mr. Bremen stated the information he does not have the council member do not have either.

Michael Hagberg, 701 Centreville Avenue, Belleville, Illinois. Please don't interpret any of his comments to mean that he is in favor or opposed to the Shrine agreement. Mr. Hagberg can count the Good Government members and is very aware that this agreement has overwhelming possibility of passing this evening. That being said, his comments are to ensure the taxpayers receive the best deal possible. Striking the upfront financing of \$15.6 million dollars makes the agreement presented tonight substantially different than the agreement presented before last week's economic development committee. Still, a major problem with this agreement is the vague language of "up to four additional upscale restaurants." This should be written clear, unambiguous language as a minimum of four additional upscale restaurants. When you say up to four additional it could, in fact, mean zero additional. Other language in the agreement such as "approximately 130 rooms upscale hotel"; it should state a minimum number of hotel rooms. Why sign an agreement that will only lead to lawyers arguing the definition of approximately 130. In conclusion, although Exhibits A-G are referenced in this agreement are not provided to the public packets and would hope that this aldermen have received copies in advance of tonight's meeting so they could have been reviewed and have had due diligence.

Karl Tinney, 550 Lamask Drive, Belleville, Illinois. Mr. Tinney owns Tinney Tool Machine Company in Belleville. Mr. Tinney represents concerned citizens and one of the closest residents to the proposed development across from the Shrine. Mayor Eckert, City Council and fellow citizens...in additions to the concerns he would also like to highlight a few reasons as to why he is in oppositions of this development. When his family had their home built fourteen years ago off of Lamask Drive it was because a little piece of heaven in an area that was not developed and surrounded by nature. It is a place to call home. A place for his wife who struggles with various mental and physical illnesses to live in peace. This peace and park like setting will soon be damaged by the new development. Causing unseen effects on the neighborhood and the surrounding wildlife. Furthermore, this development can cause additional traffic to come down Lamask Drive. Lamask Drive deadends at the Tinney driveway. To

often, Mr. Tinney, finds himself dealing with strangers at night looking for a quick way to cut through to IL Route 15. Mr. Tinney fears this will make matters worse. What happens to a single lane oiled and chip road not designed to handle additional traffic when it starts to crumble away. In this case, it will do exactly that. Who will cover the costs of maintaining Lamask Drive due to increased traffic. Mr. Kinney currently spends an average of between \$500-\$750 a year maintaining parts of Lamask Drive even though he already pays taxes for road maintenance because it is not properly maintained. Also, Mr. Kinney feels it will be an additional burden placed on police department due to new patrol areas as well as a potential for added crime to new development in this area. As a business owner, for over 20 years in Belleville, he feels the way the City has handled this project is not the way he would handle his business. What about using those funds to redevelop vacant properties across the City that need updating i.e. the vacant Westfield Plaza, the vacant Wal-Mart building or going forward with the development of the Meredith Home into the Belleville Hotel. City Council put yourself in my shoes...if you lived in a peaceful undeveloped surrounded by nature and wildlife for 14 years and now all of a sudden you have this 1500 feet from your front door. Mr. Tinney encourages to rethink this development and consider using the City's resources and tax dollars for better use in areas that need it much more than this development.

Roger Wigginton, 8020 West Main, Belleville, Illinois. Mr. Wigginton stated he has lived in West Belleville a long time and has been in business for 38.5 years. There is nobody that understands more about economic development than he does. Mr. Wigginton has talked to a lot of people about this. We have just come out of the great recession; every community around us is looking to attract businesses. Our next growth area is definitely IL Route 15. There is great growth on the East with Eckert's and great growth in the center. The Shrine is struggling. If we would lose the Shrine and that property it would not only be devastating for West Belleville, all of Belleville but the entire surrounding area. Sometimes you have to spend money to make money. This can be slice and dice anyway you want. Mr. Wigginton has been on Lindenwood's development committee for ten years. There needs to be a hotel and convention center to support that university. When people come to town they are sent to O'Fallon, Edwardsville and Swansea. They go to the Collinsville Convention Center to hold their graduation. The fact of the matter is, if we don't get this development someone else will get it. The Shrine needs help. Sometime you have to put politics aside, sometime you have to be smart business people. Mr. Wigginton stated in this situation the impact it will have on IL Route 15...this is the only way we can grow. Belleville is a land locked city and if the city does not do this project chances are people will say the city is not a business friendly town, why look at Belleville again, they turned down a great opportunity to have a hotel/convention center/restaurant. Whether we end up with three or four hotels, who knows... The fact of the matter is we have to start somewhere. Mr. Wigginton urges the council to look at this very closely.

Patty Gregory, 4 Raintree Woods, Belleville, Illinois. Mrs. Gregory stated she lives on the west end of Belleville and is the executive director of Art on the Square which has been very good for the city. Mrs. Gregory stated she hears every year from artist that is attending is when Belleville is going to get a hotel. Approximately 85 thousand visitors come to the show every year and those people according to the demographics at least 10% not counting the artist that are here are from out of state. There is no place to send them but to Fairview Heights or O'Fallon. Mrs. Gregory feels this hotel is needed. As a west end resident the hotel and convention center is wanted. There is no place in town to have a huge reception or event. This will be a plus, plus, plus and will be a huge jump start to IL Route 15. Mrs. Gregory is grateful for the Keller family coming forward to talk with the City about this proposal.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Eckert requested to approve Jessica Muckensturm as Administrative Assistant to the Mayor’s Office.

Alderman Heisler made a motion seconded Alderman Kinsella by to approve Jessica Muckensturm as Administrative Assistant to the Mayor’s Office.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

Mr. Norber gave a presentation regarding the eligibility study for the 45 acre property at IL Route 15. Mr. Nober stated this area has been reviewed for its eligibility to be a business district as defined in the Illinois Business District and have determined the area does meet the eligibility requirements as a blighted area. Thus, this 45 acres area has been determined to be a blighted area i.e. defective non-existent or inadequate street layout, unsanitary or unsafe conditions, the deterioration of improvement on the site, improper subdivision or obsolete platting and the existence of conditions which endanger life or property by fire or other causes.

MINUTES

Regular Minutes

Alderman Heisler made a motion seconded by Alderman Schmidt to receive and file the minutes of regular City Council meeting held February 2, 2015.

All members voted aye.

CLAIMS

General Fund.....	\$567,978.99
Sewer	\$105,064.30
Insurance Fund.....	\$302,761.54
Library Fund	\$5,185.96
Park/Rec.....	\$4,976.20
Motor Fuel Tax Fund.....	\$35,130.35
Fountain Fund	\$89.36
Tort Liability Fund.....	\$935.93
Sewer Repair & Replacement.....	\$11,606.60
Sewer Construction.....	\$10,491.68
SSA	\$995.12
TIF 3	\$27,382.46
Police Trust	\$986.39
Narcotics	\$19,622.66
TIF 21 BelleValley/Phase 2.....	\$5,400.00

Alderman Heisler made a motion seconded by Alderman Schmidt to receive and file the claims for payment.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

REPORTS

Treasurer's Report

Alderman Schmidt made a motion seconded by Alderman Heisler to receive and file the City Attorney's Report dated December 2014 and January 2015.

All members voted aye.

ORAL REPORTS

Economic Development and Annexation

Alderman Kinsella made a motion seconded by Alderman Schmidt to accept the Route 15 North Business District Eligibility Study and place on file.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove and Orlet. (15)

Members voting nay on roll call: Schneider. (1)

Alderman Kinsella made a motion seconded by Alderman Anthony to authorize Economic Development Resources to complete the Route 15 North Business District Plan.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove and Orlet. (15)

Members voting nay on roll call: Schneider. (1)

Alderman Kinsella made a motion seconded by Alderman Anthony to approve an amended development agreement with TJBC, Inc. to complete Phase II of the remodeling and expansion located at 4204 West Main Street.

Discussion...

Alderman Schneider asked if everyone realizes this is the fourth agreement at this address. There was an agreement April 18, 2005 (not this owner), September 6, 2005, February 18, 2014 and now February 17, 2015 we are amending. Alderman Schneider recommended getting a year in before amending agreements. Alderman Kinsella stated this is good news that there is another agreement due to the

success of the restaurant. Alderman Hayden stated he supports this project; however, he does recall there was a question raised regarding the wholesale tax; Mayor Eckert stated this is being reviewed.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove and Orlet. (15)

Members voting nay on roll call: Schneider. (1)

Alderman Kinsella made a motion seconded by Alderman Anthony to approve a redevelopment agreement with Missionary Ventures, LLC for the redevelopment of 33 acres located at IL Route 15 and North Demazenod Drive.

Discussion...

Alderman Hayden asked for the record who from the Oblates vetted the developer; Mayor Eckert stated the attorneys they hired out of Belleville, Illinois and Washington D.C. Alderman Hayden asked if they submitted the reports; Mayor Eckert stated he did not ask for copies. Alderman Hayden asked if the City has seen any study that supports that the Shrine Hotel will work there, average room rates, the projected occupancy for years 1 thru 5 and projected revenue; Mayor Eckert stated he has had many conversations and the financial person for the developer has made it very clear they have had to do a lot of due diligence is to get their investors and to get the hotel chain to come to the table to consider, look at and review moving forward on this project at the site. They have met that due diligence or they would not be before the City now; Alderman Hayden asked if the City has seen the studies and does the City have copies; Mayor Eckert stated the City has not asked to see their personal paperwork on their due diligence since they are the ones getting the franchise and they are the ones doing the due diligence on the hotel/convention center; Alderman Hayden stated even though we are the ones putting up the money; Mayor Eckert to make it clear the City is not giving this developer any upfront money...that is a myth. When they get the tax bill on the \$50 million investment then and only then do they get a rebate from the City. The 1% business district tax when it is officially approved by the State and becomes certified...only if people shop there and pay that tax do they receive that tax.

Mayor Eckert stated the City has voted to do the sewer engineering and when the time comes the City will install the sewer. Mayor Eckert stated if this project went awry the City would be out the engineering on the sewer; however, we can use that in the future because hopefully these 177 acres will be developed in the future.

Alderman Hayden asked if the City has received a Smith Travel Report; Mayor Eckert stated the city has not asked for one. Alderman Hayden asked if there is a contract with the chain hotel; Mayor Eckert stated they are working on that now. Alderman Hayden asked if there is a developer fee involved; Mayor Eckert stated no (*referred to Mr. Langenfeld*).

Alderman Hayden asked if they provided the City with construction estimates; Mayor Eckert stated there was preliminary discussion; however, once again, as this moves forward with architects and engineers to get the project design/figures.

Alderman Hayden asked the city attorney if this will require prevailing wage; City Attorney Hoerner stated there is a expressed provision in the contract that prevailing wage be followed.

Alderman Hayden asked if figures have been received from the developers regarding other Hofbräuhaus; Mayor Eckert stated he has visited the one in Covington, KY and Chicago, IL twice and spoke with the owner of the Hofbräuhaus in Chicago and they are very pleased...they have been open for two years. Mayor Eckert stated he did not ask the owner of the Hofbräuhaus in Chicago to see his books.

Alderman Hayden asked if the City has seen the letter of credit with the bank for \$50 million from the developer; Mayor Eckert stated they have not gotten to that point.

Alderman Hayden stated he is pro-development, pro-Bellefonte, pro-Shrine; however, as a citizen, an alderman and roman catholic there are duties to do and in Alderman Hayden's opinion the city has not done on the city's behalf the proper due diligence to vet this organization and make it clear in the aldermen's mind before spending the time with meetings and reviewing studies do we know for sure do we have all the facts.

Alderman Randle stated he would like to talk about the financials, hotel/convention center, convenience store and fast food plaza. (1) the greatest single impendent to any deal is the money, it's a source of financing that remains a mystery. Simply, I want to know what your banker knows, especially as it pertains to the hotel/convention center/the Hofbräuhaus and other upscale restaurants. Alderman Randle stated the hotel is the lynchpin to this deal. Losing a brand like the Hyatt with its strenuous standards is hard to digest. Not know the name of the player (*to be named later*) makes it impossible to proceed with a convention center. To move forward to approve this agreement with the lack of financial transparency would be negligent on the part of this council and its fiduciary responsibility to the taxpayers of the city. Alderman Randle does not want to see another Executive Inn. Alderman Randle stated he had hoped to get more information before decision time but that has not been forthcoming to his satisfaction.

Alderman Randle made a motion seconded by Alderman Galetti to table this motion until such time as all pertinent financial and discovery information from studies shared by the developer for council to make an informed decision.

Discussion...

Alderman Seibert asked if a new fire house will have to be built to take care of this development; Mayor Eckert state no. Alderman Seibert where will the fire protection come from; Mayor Eckert stated West Main, No. 2 and No. 4.

Alderman White stated there are two options (1) move the project forward to the next step; (2) effectively stop this project by the vote tonight. The positive outweighs the negative. Alderman White referenced Redevelopment Agreement ¶2.

City Attorney Hoerner stated based upon 6.3 is an automatic termination provision in the event of certain occurrences.

Alderman Schneider asked out of all the projects how many has TIF been requested; Mayor Eckert stated he will not put them (developers) on the spot. Alderman Schneider asked who will be signing the compliance letter on the date of the anniversary of this development agreement...The Shrine or the developers; Mayor Eckert stated the developer or the individual business. Alderman Schneider asked if the City will have a lien on this property for the sewer study; Alderman Schneider stated it should be stipulated there will be (x) restaurants and (x) hotels and (x) employees and on the compliance letter it should not state "yes we have this" and "here is the amount of sales".

Motion to Table...

Members voting aye on roll call: Randle, Hayden, Galetti and Schneider. (4)

Members voting nay on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Anthony, Davidson, Silsby, Seibert, White, Musgrove and Orlet. (12)

Discussion...

Alderman Anthony stated as a representative of Ward 4 and the aldermen of Ward 4 are in agreement of this project. West Belleville has suffered for many years and it is time for West Belleville to enjoy development.

Motion to Approve...

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Anthony, Davidson, Silsby, Seibert, White, Galetti and Musgrove. (12)

Members voting nay on roll call: Randle, Hayden and Schneider. (3)

Members voting to abstain on roll call: Orlet. (1)

Master Sewer Committee

Alderman Heisler made a motion seconded by Alderman Schmidt to approve Change Order No. 1 in the amount of \$2,825.00 and Change Order No. 2 in the amount of \$9,369.60 for the East Creek Watershed project to Haier Plumbing & Heating, Inc.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

Alderman Heisler made a motion seconded by Alderman White to approve the purchase of a new dump truck, bid awarded to Mertz Ford in the amount of \$47,374.20.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

Alderman Heisler made a motion seconded by Alderman to approve the agreement for professional services with Gonzalez Companies, LLC for the Shrine Sewer Extension in the amount of \$227,148.00.

Discussion...

Alderman Schneider stated the gas station and convenient store will be opened by 10/6/15 and it will take two years to do the sewer projects. How will sewage be treated and what will it cost extra to treat? Director of Wastewater, Royce Carlise, stated he does not believe it will take two years. The sewage will be pumped out and taken to the treatment plant.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove and Orlet. (15)

Members voting nay on roll call: Schneider. (1)

Alderman Rujawitz made a motion seconded by Alderman Kinsella to approve low bid of \$35,945.00 from Shafer Excavating for the demolition of 107 South 35th Street, 214 North 3rd Street and 105 South 44th Street.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

Alderman Rujawitz made a motion seconded by Alderman Kinsella to approve to eliminate three part time inspector positions, two electrical and one mechanical, and hire one full time inspector to cover both the electrical and mechanical inspections.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

Finance Committee

Alderman Silsby made a motion to approve the following:

The low bid of \$17,344 from International Mulch for playground rubber mulch at Bellevue Park.

Motion to approve low bid of \$27,463 from Sonnenberg for parks asphalt sealing and striping. Parks Board also made motion to recommend approval bid.

Motion to waive/release liens on 1106 West Main Street as requested by the Belleville Historical Society.

Motion to approve low bid of \$169,700 from C.J. Schlosser & Co. to provide audit services for five years.

Motion to approve service order with AT&T for rate reductions on current services.

Motion to approve the budget amendments as recommended by the Finance Director.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

COMMUNICATIONS

Alderman Seibert made a motion seconded by Alderman Meyer to approve the following requests:

Fire Department Open House – Saturday, 4/4/15

Request from Belleville Fire Department to hold their 3rd Annual open house at Firehouse No. 4 on April 4, 2015 from 10:00 a.m. – 2:00 p.m.

Belleville Public Schools District 118 – Monday, 5/18/15

Request to hold the annual Belleville School District 118 parade on Monday, May 18, 2015. The rain date would be May 19, 2015. The parade will assemble at Washington School on South Charles Street and leave at 9:30 a.m. The parade route will be North on South Charles Street to East Main Street, West on East Main Street to North 3rd Street, North on North 3rd Street to Franklin School, Parade ends at Hough Park. Request also includes traffic and pedestrian control during the parade.

8th Annual Pride Festival – Saturday, 6/20/15

Request from Metro East Pride asking permission to hold their 8th Annual Pride Festival on Saturday, June 20, 2015 from 8:00 a.m. until midnight. The request included street closure at the fountain before 1st Street to 3rd Street. There will be no vendors in front of Governor French Academy so the bands can set up. The stage will be at 2nd Street. Electricity is needed on both sides of West Main as well as the corners of 1st and 2nd Streets. 15 tables and 40 garbage toters are requested.

September 11 Moment of Remembrance Ceremony – Friday, 9/11/15

Request from the September 11 Memorial Walkway of Southern Illinois Committee to hold a 9/11 Moment of Remembrance Ceremony on Friday, September 11, 2015 at 11:00 a.m. at Firehouse #4, 1125 South Illinois Street.

September 11 Memorial Walkway of Southern Illinois 4th Annual 5K Run – Sunday, 9/13/15

Request from the September 11 Memorial Walkway of Southern Illinois Committee to host their 4th Annual 5K Run. This event will be held on Sunday, September 13, 2015 with a start time of 9:11 a.m. The start and finish area is North 3rd Street and West C Street, between Hough Park and Franklin School. The committee is requesting one or two police officers for traffic control at TBD locations. They are also requesting street barricades and traffic cones to be placed in certain areas.

Belleville Area Humane Society – Sunday, 10/25/15

Request from Belleville Area Humane Society to hold their 2nd Annual Halloween parade on 10/25/15 at 1:00 p.m. The parade will start at the city owned lot at 9th and West Main and will proceed east on West Main towards the fountain ending at 1st and West Main. Following the parade West Main from the cross walk entrance to West Main Street to 2nd Street and also 1st Street from A Street to Washington will be closed. There will be a social gathering from 1:00 p.m. – 4:00 p.m. The event will include costume contests for dogs and their owners with family friendly music. Request is also for use of 20 barricades and 20 cones from the Street Department to close the side streets. Request is for no parking signs along the parade route on the morning until after the duration of the parade.

Downtown Halloween Trick-or-Treat – Friday, 10/30/15

Request to approve the closing of East Main Street on Friday, October 30, 2015 from 4:00 pm – 9:30 pm from the east side of High Street to the west side of Charles Street and the first blocks of North and South Jackson Streets and North and South Charles Streets for the City's Annual Downtown Halloween Trick-or-Treat event to be held for 5:30 pm – 8:00 pm. The event is typically held the Friday before Halloween, so volunteers and participants can be with the families on October 31.

Annual Veterans Day Ceremony – Wednesday, 11/11/15

Request to approve the closing of State Route 159 from 'A' Street to Washington Street and the first block of East Main Street and West Main Street from 8:00 a.m. – 1:00 p.m. on Wednesday, November 11, 2015, for the City's Annual Veterans Day Ceremony to be held at 11:00 a.m. at the Belleville Public Square. Request includes approval to allow the ceremony to take place inside the lobby of City Hall in case of inclement weather.

Business After Hours – Thursday, 12/3/15

Request to approve the City hosting the December Business After Hours event at 510 West Main Street on Thursday, December 3, 2015 from 5:00 p.m. – 7:00 p.m., and to allow alcohol to be served at the event.

Ring of the Bells – Friday, 1/01/16

Request to hold the 3rd Annual Ringing of the Bells Ceremony on the northeast quad of the Public Square near Curt's Clock on Friday, January 1, 2016. This ceremony requires no street closures.

All members voted aye.

PETITIONS

None.

RESOLUTIONS

Alderman Galetti made a motion seconded by Alderman Schmidt to read Resolution Nos. 3212, 3213, 3214, 3215, 3217, 3218, 3219, 3220 by title only.

All members present voted aye.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

Alderman Silsby made a motion seconded by Alderman Schmidt to approve the following Resolutions:

RESOLUTION NO. 3212 – A Resolution for temporary closure of Route 159 for the Memorial Day Parade.

RESOLUTION NO. 3213 – A Resolution for temporary closure of Route 159 for the Shriner's Parade.

RESOLUTION NO. 3214 – A Resolution for temporary closure of Route 159 for the Chili Cook-Off Event.

RESOLUTION NO. 3215 – A Resolution for temporary closure of Route 159 for the St. Patrick's Day Parade.

RESOLUTION NO. 3217 – A Resolution for temporary closure of Route 159 for the Oktoberfest.

RESOLUTION NO. 3218 – A Resolution amending the annual budget for the fiscal year beginning on the first day of May 2014, and ending on the 30th day of April 2015.

RESOLUTION NO. 3219 – A Resolution amending the annual budget for the fiscal year beginning on the first day of May 2014, and ending on the 30th day of April 2015.

IDOT PERMIT RESOLUTION – A Permit Resolution to work within IDOT right of way at North Illinois and the Richland Bike Trail.

ORDINANCES

None.

UNFINISHED BUSINESS

Alderman Randle asked when the Meredith Home will be revisited; Mayor Eckert stated soon.

MISCELLANEOUS & NEW BUSINESS

Alderman Seibert made a motion seconded by Alderman White to approve the motor fuel claims in the amount of **\$35,130.35**.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

City Clerk Cook discussed with moving forward going paperless i.e. Ipad. Mayor Eckert stated this should be put on the Finance agenda for discussion.

City Clerk Cook stated there will be a public town hall meeting on February 18, 2015 at 6:30 p.m. to discuss the future of Belleville Township.

EXECUTIVE SESSION

Alderman Schmidt made a motion seconded by Alderman Meyer to go into executive session to discuss personnel, litigation, workers' compensation and property acquisition or transfer of property.
All members voted aye.

Entered executive session at 8:30 p.m.
Resumed from Executive Session at 8:45 p.m.

Alderman Silsby made a motion seconded by Alderman Schmidt to read Resolution No. 3221.

All members voted aye.

Possible Resolution authorizing Tolling Agreement with IMET.

Members voting aye on roll call: Heisler, Kinsella, Meyer, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (16)

ADJOURNMENT

Alderman Schmidt made a motion seconded by Alderman Meyer to adjourn at 8:46 pm.
All members voted aye.

Dallas B. Cook, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - MARCH 2, 2015**

GENERAL FUND

00 - Revenue	\$255.00
50 - Administration	\$119,115.96
51 - Police	\$128,340.78
52 - Fire	\$49,905.02
53 - Streets	\$25,021.59
54 - Parks	\$10,504.83
55 - Cemetery	\$2,894.10
56 - Hlth/Sanitation	\$82,457.76
60 - Legal	\$33,532.45
61 - Health & Housing	\$12,854.02
62 - Economic Planning & Dev	\$3,125.29
82 - Mayor	\$3,666.81
83 - Finance	\$2,487.30
84 - Human Resources	\$1,398.83
85 - Clerk	\$4,415.96
86 - Treasurer	\$2,900.00
87 - Maintenance	\$12,024.79
88 - Engineering	\$3,204.35
GF TOTAL	<u>\$498,104.84</u>

SEW OPERATIONS

00 - Operation & Maint.	\$4.91
75 - Collections	\$9,774.82
77 - Lines	\$14,252.94
78 - Plant	\$74,607.18
SEWER TOTAL	<u>\$98,639.85</u>

03 - Insurance Fund	\$228,820.32
04 - Library	\$57,706.60
07 - Park/Rec	\$5,403.77
13 - Motor Fuel Tax Fund	\$158,216.53
22 - Sewer Repair & Replacement	\$2,416.00
24 - Sewer Const.	\$125,303.36
30 - SSA	\$234.40
38 - TIF 3	\$284,476.52
44 - Belleville Illinois Tourism	\$3,171.20
71 - Police Trust	\$1,418.00
72 - NARCOTICS	\$25,023.32

ALL FUNDS TOTAL \$1,488,934.71

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
4259	CHRISTONE ENTERPRISES	01-00	60.00
AN005	ANGEVINE, RICHARD	01-00	50.00
TH050	THARPE, JEREMY B	01-00	25.00
WI080	WILLIAMSBURG APT	01-00	60.00
W0045	WODARSZYH, TOM	01-00	60.00
	**TOTAL		255.00
ADMINISTRATION			
2102	AMERENIP	01-50	47,419.43
3119	COMPUTYPE COMPUTER SERVICES	01-50	389.75
365	WIRELESS USA	01-50	392.00
402	EGYPTIAN STATIONERS, INC.	01-50	2,344.00
4902	AT & T	01-50	1,081.51
551	ILLINOIS AMERICAN WATER	01-50	662.04
5987	ILLINOIS DEPT OF STATE POLICE	01-50	34.75
AD022	ADVANTICA	01-50	775.39
AT010	AT & T LONG DISTANCE	01-50	6.07
CI008	CITY OF BELLEVILLE	01-50	48,501.72
DE064	ADVANTICA	01-50	66.81
ES002	ADVANTICA	01-50	4,387.47
KA009	KASKASKIA ENGINEERING GROUP LLC	01-50	3,951.75
OF004	OFFICE DEPOT	01-50	39.99
RE058	REGIONS BANK	01-50	206.30
RY002	DRI-STICK DECAL CORP	01-50	611.66
SH014	CINTAS CORPORATION	01-50	115.51
ST162	STANDARD INSURANCE CO	01-50	512.90
TE010	TEPFER CONSULTING GROUP LTD	01-50	2,400.00
WI097	WINDSTREAM COMMUNICATIONS	01-50	5,216.91
	**TOTAL ADMINISTRATION		119,115.96
POLICE DEPARTMENT			
1586	ST CLAIR COUNTY TREASURER	01-51	115.49
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-51	5,852.00
3430	FIRESTONE CAR CENTER	01-51	475.67
365	WIRELESS USA	01-51	54.84
3916	VOGT OIL CO., INC.	01-51	1,533.19
441	FRIEDERICH AUTO RADIATOR	01-51	87.11
657	LEON UNIFORM COMPANY, INC.	01-51	595.00
7103	WAL-MART	01-51	9.72
7302	WEST GROUP PAYMENT CTR	01-51	148.65
7668	MOODY, JOHN	01-51	120.07
8092	DA-COM CORPORATION	01-51	155.89
903	W A SCHICKEDANZ AGENCY, INC.	01-51	30.00
926	SECRETARY OF STATE	01-51	10.00
AD022	ADVANTICA	01-51	1,134.62
CI008	CITY OF BELLEVILLE	01-51	103,886.88
CM001	CMI INC	01-51	1,396.00
ES002	ADVANTICA	01-51	6,886.80

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
POLICE DEPARTMENT			
FA026	FACTORY MOTOR PARTS CO	01-51	421.91
ME034	MERTZ FORD MILLSTADT	01-51	3.84
OF004	OFFICE DEPOT	01-51	96.40
OR001	O'REILLY AUTO PARTS	01-51	140.36
RE058	REGIONS BANK	01-51	3,778.44
SA052	SAFELITE FULFILLMENT, INC	01-51	190.61
SP020	SPLISH SPLASH EXPRESS CAR WASH	01-51	487.50
ST162	STANDARD INSURANCE CO	01-51	580.75
UN027	UNIFIRST CORP	01-51	19.04
**TOTAL POLICE DEPARTMENT			128,210.78
FIRE DEPARTMENT			
1183	FIRE APPLIANCE, INC	01-52	749.50
182	BANNER FIRE EQUIPMENT INC	01-52	2,363.94
2244	SWITZER FOOD & SUPPLIES	01-52	13.35
3916	VOGT OIL CO., INC.	01-52	1,091.79
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-52	560.36
4860	FISCHER'S	01-52	32.45
4902	AT & T	01-52	272.69
515	HOME-BRITE ACE HARDWARE	01-52	19.99
7103	WAL-MART	01-52	906.52
726	CLEAN THE UNIFORM COMPANY	01-52	163.92
8092	DA-COM CORPORATION	01-52	46.71
AD022	ADVANTICA	01-52	736.70
CH030	CHARTER COMMUNICATIONS	01-52	75.00
CI008	CITY OF BELLEVILLE	01-52	37,201.60
ES002	ADVANTICA	01-52	4,478.18
IL071	IL-CHAPTER OF THE INTERNATIONAL	A01-52OF	450.00
SA055	SAFE KIDS WORLDWIDE	01-52	85.00
SH014	CINTAS CORPORATION	01-52	51.31
ST162	STANDARD INSURANCE CO	01-52	373.75
TI020	TIBURON	01-52	128.00
UP000	UPS STORE, THE	01-52	24.66
**TOTAL FIRE DEPARTMENT			49,825.42
STREETS			
214	BELLEVILLE SUPPLY COMPANY	01-53	16.68
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-53	306.00
267	BUILDING PRODUCTS CORP.	01-53	118.80
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	49.80
3916	VOGT OIL CO., INC.	01-53	55.25
4178	UPCHURCH	01-53	1,080.00
4183	ST CLAIR COUNTY CLERK	01-53	10.00
4561	SONNENBERG LANDSCAPING	01-53	8.00
515	HOME-BRITE ACE HARDWARE	01-53	201.57
661	LIESE LUMBER CO., INC.	01-53	347.75
AD022	ADVANTICA	01-53	201.32

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

STREETS

CH030	CHARTER COMMUNICATIONS	01-53	94.75
CI008	CITY OF BELLEVILLE	01-53	18,588.06
ES002	ADVANTICA	01-53	1,310.20
GR031	G & R INDUSTRIAL SUPPLY INC	01-53	146.14
KI006	KIMBALL MIDWEST	01-53	245.52
LU004	LUBY EQUIPMENT SERVICES	01-53	418.00
OR001	O'REILLY AUTO PARTS	01-53	20.00-
PL000	PLAZA AUTO PARTS	01-53	285.88
SH014	CINTAS CORPORATION	01-53	42.80
ST162	STANDARD INSURANCE CO	01-53	103.50
UN027	UNIFIRST CORP	01-53	340.01
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	1,071.56

**TOTAL STREETS 25,021.59

PARKS DEPARTMENT

163	GROSS, DONALD L	01-54	12.75
2102	AMERENIP	01-54	2,797.94
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	51.70
4902	AT & T	01-54	345.23
551	ILLINOIS AMERICAN WATER	01-54	86.34
6493	GREEN GUARD FIRST AID & SAFETY	01-54	42.93
834	QUALITY RENTAL CENTER	01-54	30.00
AD022	ADVANTICA	01-54	66.87
BA082	BAGSPOT PET WASTE SOLUTIONS	01-54	508.16
BO006	BOBCAT OF ST LOUIS	01-54	225.00
CI008	CITY OF BELLEVILLE	01-54	5,296.86
ES002	ADVANTICA	01-54	404.16
GE015	NAPA AUTO PARTS	01-54	41.37
HO034	HOME DEPOT CREDIT SERVICES	01-54	22.69
LO010	LOWE'S	01-54	33.00
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-54	214.81
RE058	REGIONS BANK	01-54	256.60
ST162	STANDARD INSURANCE CO	01-54	34.50
UN027	UNIFIRST CORP	01-54	33.92

**TOTAL PARKS DEPARTMENT 10,504.83

CEMETERY DEPARTMENT

3916	VOGT OIL CO., INC.	01-55	1,667.33
AD022	ADVANTICA	01-55	15.75
CI008	CITY OF BELLEVILLE	01-55	1,061.92
ES002	ADVANTICA	01-55	31.80
ST162	STANDARD INSURANCE CO	01-55	11.50
UN027	UNIFIRST CORP	01-55	105.80

**TOTAL CEMETERY DEPARTMENT 2,894.10

HEALTH & SANITATION

DATE: 03/02/15

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
HEALTH & SANITATION			
1316	DOWNING SALES & SERVICE	01-56	22,295.34
214	BELLEVILLE SUPPLY COMPANY	01-56	24.90
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	2,029.06
3916	VOGT OIL CO., INC.	01-56	3,601.89
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-56	170.63
3965	NEUMAYER EQUIPMENT CO INC	01-56	1,501.33
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	4,309.42
782	OVERHEAD DOOR CO. OF ST. LOUIS	01-56	334.00
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	292.50
AD022	ADVANTICA	01-56	153.40
CI008	CITY OF BELLEVILLE	01-56	13,919.95
CO073	COTTONWOOD HILLS RDF	01-56	30,658.16
DE006	COOPER COLOR INC	01-56	99.24
ES002	ADVANTICA	01-56	901.82
G0005	GOODALL TRUCK TESTING	01-56	34.80
SH014	CINTAS CORPORATION	01-56	42.80
ST043	ST LOUIS COMPOSTING INC	01-56	1,432.00
ST162	STANDARD INSURANCE CO	01-56	92.00
TR035	TRACTOR SUPPLY CREDIT PLAN	01-56	54.95
UN027	UNIFIRST CORP	01-56	509.57
**TOTAL HEALTH & SANITATION			82,457.76
LEGAL DEPARTMENT			
575	ILLINOIS MUNICIPAL LEAGUE	01-60	165.00
759	BELLEVILLE NEWS DEMOCRAT	01-60	633.00
DU026	DUANE MORRIS LLP	01-60	32,728.70
ST162	STANDARD INSURANCE CO	01-60	5.75
**TOTAL LEGAL DEPARTMENT			33,532.45
HEALTH & HOUSING			
2180	CENTURY PRINTING CO	01-61	510.00
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-61	527.00
272	BUSTER'S TIRE MART	01-61	322.40
3916	VOGT OIL CO., INC.	01-61	108.38
402	EGYPTIAN STATIONERS, INC.	01-61	130.60
5796	STAN ERLINGER	01-61	480.00
7632	PATTERSON AUTOMOTIVE	01-61	903.55
7911	PROFESSIONAL TITLE CO	01-61	245.00
AD022	ADVANTICA	01-61	102.90
CI008	CITY OF BELLEVILLE	01-61	8,895.87
ES002	ADVANTICA	01-61	565.07
ST162	STANDARD INSURANCE CO	01-61	63.25
**TOTAL HEALTH & HOUSING			12,854.02
PLANNING & ECONOMIC DEVELOPMENT			
402	EGYPTIAN STATIONERS, INC.	01-62	191.36

DATE: 03/02/15

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PLANNING & ECONOMIC DEVELOPMENT			
AD022	ADVANTICA	01-62	32.74
CI008	CITY OF BELLEVILLE	01-62	2,686.12
ES002	ADVANTICA	01-62	197.82
ST162	STANDARD INSURANCE CO	01-62	17.25
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			3,125.29
MAYOR			
AD022	ADVANTICA	01-82	34.08
CI008	CITY OF BELLEVILLE	01-82	3,173.02
ES002	ADVANTICA	01-82	205.84
RE058	REGIONS BANK	01-82	236.62
ST162	STANDARD INSURANCE CO	01-82	17.25
**TOTAL MAYOR			3,666.81
FINANCE			
402	EGYPTIAN STATIONERS, INC.	01-83	127.11
AD022	ADVANTICA	01-83	21.62
CI008	CITY OF BELLEVILLE	01-83	2,190.61
ES002	ADVANTICA	01-83	130.71
ST162	STANDARD INSURANCE CO	01-83	17.25
**TOTAL FINANCE			2,487.30
HUMAN RESOURCES/COMMUNITY DEV			
AD022	ADVANTICA	01-84	10.50
CI008	CITY OF BELLEVILLE	01-84	1,061.92
EM009	EMPLOYTEST LLC	01-84	200.00
ES002	ADVANTICA	01-84	63.60
SH014	CINTAS CORPORATION	01-84	51.31
ST162	STANDARD INSURANCE CO	01-84	11.50
**TOTAL HUMAN RESOURCES/COMMUNITY DEV			1,398.83
CLERKS			
402	EGYPTIAN STATIONERS, INC.	01-85	257.26
AD022	ADVANTICA	01-85	42.62
CI008	CITY OF BELLEVILLE	01-85	3,749.00
ES002	ADVANTICA	01-85	264.33
RE073	RECORDER OF DEEDS	01-85	74.00
ST162	STANDARD INSURANCE CO	01-85	28.75
**TOTAL CLERKS			4,415.96
TREASURER			
AD022	ADVANTICA	01-86	32.79
CI008	CITY OF BELLEVILLE	01-86	2,648.43
ES002	ADVANTICA	01-86	201.53

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	TREASURER		
ST162	STANDARD INSURANCE CO	01-86	17.25
	**TOTAL TREASURER		----- 2,900.00
	MAINTENANCE		
1473	MARTIN GLASS COMPANY	01-87	176.80
214	BELLEVILLE SUPPLY COMPANY	01-87	13.76
2384	HOMETOWN ACE HARDWARE	01-87	6.98
272	BUSTER'S TIRE MART	01-87	140.96
3916	VOGT OIL CO., INC.	01-87	41.55
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	159.79
4941	SEARS	01-87	339.98
515	HOME-BRITE ACE HARDWARE	01-87	74.86
726	CLEAN THE UNIFORM COMPANY	01-87	98.20
AD022	ADVANTICA	01-87	83.19
CI008	CITY OF BELLEVILLE	01-87	8,151.97
ES002	ADVANTICA	01-87	502.57
KO022	KONE INC	01-87	172.37
LO010	LOWE'S	01-87	237.97
PL000	PLAZA AUTO PARTS	01-87	24.44
ST162	STANDARD INSURANCE CO	01-87	46.00
VO010	VOSS LIGHTING	01-87	278.40
WE023	WEINLAND REFRIGERATION	01-87	1,475.00
	**TOTAL MAINTENANCE		----- 12,024.79
	ENGINEERING		
402	EGYPTIAN STATIONERS, INC.	01-88	78.01
AD022	ADVANTICA	01-88	39.33
CA024	CARTER WATERS CORPORATION	01-88	102.22
CI008	CITY OF BELLEVILLE	01-88	2,648.43
ES002	ADVANTICA	01-88	237.64
ST162	STANDARD INSURANCE CO	01-88	17.25
	**TOTAL ENGINEERING		----- 3,122.88
01	GENERAL FUND	GRAND TOTAL	497,813.77

SYS DATE:02/24/15

CITY OF BELLEVILLE
C L A I M S H E E T
Monday March 02, 2015

SYS TIME:11:09

DATE: 03/02/15

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
03	INSURANCE FUND		
IN033	IPMG	03-00	175,563.58
LD000	LDI INTEGRATED PHARMACY SERVICES	03-00	53,256.74
	**TOTAL		228,820.32

03	INSURANCE FUND	GRAND TOTAL	228,820.32

SYS DATE:02/24/15

CITY OF BELLEVILLE
C L A I M S H E E T
Monday March 02,2015

SYS TIME:11:09

DATE: 03/02/15

[NCS]
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
2102	AMERENIP	04-00	495.30
AD022	ADVANTICA	04-00	135.21
CH030	CHARTER COMMUNICATIONS	04-00	85.00
CI008	CITY OF BELLEVILLE	04-00	10,186.22
ES002	ADVANTICA	04-00	873.55
KA009	KASKASKIA ENGINEERING GROUP LLC	04-00	2,457.50
RE058	REGIONS BANK	04-00	1,296.53
ST162	STANDARD INSURANCE CO	04-00	121.65
WI097	WINDSTREAM COMMUNICATIONS	04-00	1,163.48
	**TOTAL		----- 16,814.44
04	LIBRARY	GRAND TOTAL	16,814.44

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
1057	TRIBOUT DISTRIBUTORS	07-00	345.35
2244	SWITZER FOOD & SUPPLIES	07-00	170.65
6493	GREEN GUARD FIRST AID & SAFETY	07-00	30.55
6684	BSN SPORTS	07-00	231.59
AD022	ADVANTICA	07-00	36.75
AM036	AMERICAN BOTTLING	07-00	213.00
CI008	CITY OF BELLEVILLE	07-00	2,123.84
DE064	ADVANTICA	07-00	31.80
ES002	ADVANTICA	07-00	197.22
K0017	KOKOTOVICH, BECKY	07-00	55.00
RE058	REGIONS BANK	07-00	1,679.56
SH014	CINTAS CORPORATION	07-00	51.31
SM039	SMITH, GARY	07-00	200.00
ST162	STANDARD INSURANCE CO	07-00	37.15
	**TOTAL		----- 5,403.77
07	PLAYGROUND AND RECREATION	GRAND TOTAL	5,403.77

SYS DATE:02/24/15

CITY OF BELLEVILLE
C L A I M S H E E T
Monday March 02, 2015

SYS TIME:11:09

DATE: 03/02/15

[NCS]
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
194	BEELMAN LOGISTICS LLC	13-00	1,778.52
666	MACLAIR ASPHALT COMPANY	13-00	766.12
EL001	ELECTRICO, INC.	13-00	1,528.97
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	9,398.56
TR016	TREASURER STATE OF ILLINOIS	13-00	144,744.36
	**TOTAL		----- 158,216.53
13	MOTOR FUEL TAX FUND	GRAND TOTAL	158,216.53

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
PA076	PAYMENT SERVICE NETWORK, INC	21-00	4.91
	**TOTAL		4.91
	SEWER COLLECTION		
AD022	ADVANTICA	21-75	25.63
AM007	AMERICAN WATER	21-75	1,591.03
CI008	CITY OF BELLEVILLE	21-75	2,819.95
ES002	ADVANTICA	21-75	158.70
IN021	INPUT TECHNOLOGY INC	21-75	5,145.01
ST162	STANDARD INSURANCE CO	21-75	34.50
	**TOTAL SEWER COLLECTION		9,774.82
	SEWER LINES		
1423	EHRET PLUMBING & HEATING, INC.	21-77	3,361.25
3445	DAVE SCHMIDT TRUCK SERVICE	21-77	2,020.90
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-77	666.34
515	HOME-BRITE ACE HARDWARE	21-77	38.97
7103	WAL-MART	21-77	22.89
803	POELKER'S GARAGE INC.	21-77	34.80
AD022	ADVANTICA	21-77	76.70
BE101	BELL CITY BATTERY	21-77	82.82
BO006	BOBCAT OF ST LOUIS	21-77	400.61
CI008	CITY OF BELLEVILLE	21-77	6,256.56
ES002	ADVANTICA	21-77	463.75
MI072	MIDWEST VAC PRODUCTS, LLC	21-77	39.95
ST162	STANDARD INSURANCE CO	21-77	53.30
UN027	UNIFIRST CORP	21-77	203.66
	**TOTAL SEWER LINES		13,722.50
	SEWER PLANT		
1547	THOUVENOT WADE & MOERCHEN	21-78	329.00
2102	AMERENIP	21-78	30,184.49
272	BUSTER'S TIRE MART	21-78	410.42
3445	DAVE SCHMIDT TRUCK SERVICE	21-78	8.02
371	DEVAN AUTOMOTIVE SERVICE	21-78	427.53
402	EGYPTIAN STATIONERS, INC.	21-78	102.69
413	ERB TURF & UTILITY EQUIPMENT, INC	21-78	106.08
4902	AT & T	21-78	504.36
515	HOME-BRITE ACE HARDWARE	21-78	365.43
5416	AMERICAN MESSAGING	21-78	70.24
551	ILLINOIS AMERICAN WATER	21-78	678.85
7452	MIDWEST OCCUPATIONAL MEDICINE	21-78	65.00
759	BELLEVILLE NEWS DEMOCRAT	21-78	144.30
7591	USA BLUEBOOK	21-78	1,061.94
8056	NEXTEL COMMUNICATIONS	21-78	22.90
8132	WASTE MANAGEMENT OF ST. LOUIS	21-78	1,219.31
834	QUALITY RENTAL CENTER	21-78	96.24

SYS DATE:02/24/15

CITY OF BELLEVILLE
C L A I M S H E E T
Monday March 02,2015

SYS TIME:11:09

DATE: 03/02/15

[NCS]
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
VA001	VANDEVANTER ENGINEERING	22-00	2,416.00
	**TOTAL		2,416.00
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		2,416.00

SYS DATE:02/24/15

CITY OF BELLEVILLE
C L A I M S H E E T
Monday March 02,2015

SYS TIME:11:09

[NCS]

DATE: 03/02/15

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
1423	EHRET PLUMBING & HEATING, INC.	24-00	20,136.20
1547	THOUVENOT WADE & MOERCHEN	24-00	26,559.02
36000	360WATER	24-00	18,100.00
CR043	CRAWFORD, MURPHY & TILL INC	24-00	4,820.00
EN025	ENAQUA	24-00	40,914.96
GO028	GONZALEZ COMPANIES, LLC	24-00	9,731.18
MI072	MIDWEST VAC PRODUCTS, LLC	24-00	5,042.00
	**TOTAL		125,303.36

24	SEWER CONSTRUCTION FUND	GRAND TOTAL	125,303.36

SYS DATE:02/24/15

CITY OF BELLEVILLE
C L A I M S H E E T
Monday March 02, 2015

SYS TIME:11:09

[NCS]

DATE: 03/02/15

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
2102	AMERENIP	30-00	234.40
	**TOTAL		234.40
	30 SPECIAL SERVICE AREA	GRAND TOTAL	234.40

VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
1586	ST CLAIR COUNTY TREASURER	38-00	1,300.00
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	750.67
C0144	COMMUNITY ASSOCIATES TWO, LLC	38-00	27,624.00
F0033	FOURNIE CONTRACTING COMPANY, INC	38-00	9,222.39
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	45,359.23
L0029	LOCHMUELLER GROUP	38-00	14,208.25
PA017	PARKER CONSULTING SERVICES	38-00	962.00
PA048	PARKER CONSULTING SERVICES	38-00	40.95
PL007	PLUMBERS & PIPEFITTER LOCAL 101	38-00	10,495.71
TR016	TREASURER STATE OF ILLINOIS	38-00	174,513.32
	**TOTAL		284,476.52

38	TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	284,476.52

SYS DATE:02/24/15

CITY OF BELLEVILLE
C L A I M S H E E T

SYS TIME:11:09

DATE: 03/02/15

Monday March 02, 2015

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
44	BELLEVILLE ILLINOIS TOURISM		
3586	GREATER BELLEVILLE CHAMBER OF COMM	44-00	2,828.34
LI000	A-1 LIMOUSINES, TROLLEYS AND TOUR	44-00	342.86
	**TOTAL		----- 3,171.20
	44 BELLEVILLE ILLINOIS TOURISM	GRAND TOTAL	3,171.20

SYS DATE:02/24/15

CITY OF BELLEVILLE
C L A I M S H E E T
Monday March 02, 2015

SYS TIME:11:09

[NCS]

DATE: 03/02/15

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VENDOR #	NAME	DEPT.	AMOUNT
71	POLICE TRUST		
657	LEON UNIFORM COMPANY, INC.	71-00	1,418.00
	**TOTAL		1,418.00
	71 POLICE TRUST	GRAND TOTAL	1,418.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
72	NARCOTICS		
731	MOTOROLA SOLUTIONS INC	72-00	23,208.00
RE058	REGIONS BANK	72-00	1,815.32
	**TOTAL		25,023.32
	72 NARCOTICS	GRAND TOTAL	25,023.32
	GRAND TOTAL FOR ALL FUNDS:		1,446,607.40
	TOTAL FOR REGULAR CHECKS:		1,393,070.02
	TOTAL FOR DIRECT PAY VENDORS:		53,537.38

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	POLICE DEPARTMENT		
6730	BELLE-SCOTT COMMITTEE	01-51	130.00
	**TOTAL POLICE DEPARTMENT		130.00
	FIRE DEPARTMENT		
8151	WEX BANK	01-52	79.60
	**TOTAL FIRE DEPARTMENT		79.60
	ENGINEERING		
8151	WEX BANK	01-88	81.47
	**TOTAL ENGINEERING		81.47
	01 GENERAL FUND	GRAND TOTAL	291.07

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
1317	LEGAL REPORTER, THE	04-00	42.00
1392	O'FALLON PUBLIC LIBRARY	04-00	155.17
1402	ST CLAIR COUNTY GENEALOGICAL SOC.	04-00	25.00
173	BAKER & TAYLOR CONTINUATION SERVI	04-00	3,894.85
214	BELLEVILLE SUPPLY COMPANY	04-00	48.79
393	DUTCH HOLLOW JANITORIAL SUPPLIES	04-00	2,689.21
402	EGYPTIAN STATIONERS, INC.	04-00	8,814.50
447	GALE GROUP, THE	04-00	777.30
4729	ILLINOIS LIBRARY ASSOCIATION	04-00	350.00
501	HERITAGE BOOKS, INC.	04-00	108.00
5385	INGRAM LIBRARY SERVICES	04-00	45.75
6651	PETTY CASH-LIBRARY	04-00	332.83
704	MICROTEK DOCUMENT IMAGING SYSTEMS	04-00.	356.00
7887	WATSON'S OFFICE CITY	04-00	58.75
887	ST CLAIR COUNTY HISTORICAL SOC.	04-00	50.00
AM011	AMAZON.COM LLC	04-00	2,181.34
AR040	ARCHDIOCESE OF NEW ORLEANS	04-00	192.00
CH030	CHARTER COMMUNICATIONS	04-00	135.00
CL029	CLINE, REBECCA	04-00	21.95
CO021	COMMERCIAL DOOR	04-00	211.90
CO083	COLIBRI SYSTEMS LLC	04-00	770.00
CO135	COMPRISE TECHNOLOGIES	04-00	14,950.00
DA028	DA-COM CORPORATION	04-00	364.00
EW000	EWR ASSOCIATES INC	04-00	2,430.60
IL074	ILLINOIS HEARTLAND LIBRARY SYSTEM	04-00	1,440.00
LI044	LINCOLN PUBLIC LIBRARY DISTRICT	04-00	14.00
MA129	MASCOUTAH PUBLIC LIBRARY	04-00	16.00
OF004	OFFICE DEPOT	04-00	225.27
PE054	PENCE, IONE K	04-00	29.95
TE026	TECSRV	04-00	162.00
	**TOTAL		40,892.16
04	LIBRARY	GRAND TOTAL	40,892.16

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
	SEWER LINES		
8151	WEX BANK	21-77	530.44
	**TOTAL SEWER LINES		----- 530.44
	SEWER PLANT		
8151	WEX BANK	21-78	613.64
	**TOTAL SEWER PLANT		----- 613.64
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	1,144.08
	GRAND TOTAL FOR ALL FUNDS:		42,327.31
	TOTAL FOR REGULAR CHECKS:		38,512.10
	TOTAL FOR DIRECT PAY VENDORS:		3,815.21

CASH RECEIPTS
FISCAL YEAR 2014-2015

	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	CUMULATIVE TOTAL
NONCONFORMING USE													
HOUSING PENALTY FEE													
MISC. COIN													
GAS & BOILER FEES	\$ 165.00	\$ 90.00	\$ 150.00	\$ 80.00	\$ 230.00	\$ 135.00	\$ 135.00	\$ 75.00	\$ 165.00				\$ 1,225.00
PLUMBING FEES	\$ 497.00	\$ 135.00	\$ 274.00	\$ 176.00	\$ 272.00	\$ 83.00	\$ 120.00	\$ 146.00	\$ 247.00				\$ 1,950.00
ELECTRICAL FEES	\$ 2,160.00	\$ 2,260.00	\$ 2,005.00	\$ 1,875.00	\$ 2,555.00	\$ 1,680.00	\$ 1,390.00	\$ 1,265.00	\$ 1,265.00				\$ 16,455.00
ELECTRICAL LICENSE FEES	\$ 750.00		\$ 50.00	\$ 50.00		\$ 50.00							\$ 900.00
ELECTRICAL TESTING FEES				\$ 100.00									\$ 100.00
BUILDING PERMITS	\$ 555.00	\$ 801.00	\$ 4,391.00	\$ 785.00	\$ 645.00	\$ 622.00	\$ 480.00	\$ 330.00	\$ 672.00				\$ 9,281.00
DEMOLITION PERMITS		\$ 300.00		\$ 100.00	\$ 300.00	\$ 150.00		\$ 150.00					\$ 1,000.00
HOME OCCUPATION PERMITS		\$ 200.00	\$ 200.00		\$ 150.00	\$ 50.00	\$ 200.00		\$ 150.00				\$ 950.00
SIGN PERMITS	\$ 154.00	\$ 380.50	\$ 175.00	\$ 263.50	\$ 136.00	\$ 91.26	\$ 142.50	\$ 130.00	\$ 57.00				\$ 1,529.76
CODE BOOKS													
BOCA CODE BOOK													
CRIME FREE HOUSING	\$ 875.00	\$ 1,375.00	\$ 1,625.00	\$ 600.00	\$ 12,300.00	\$ 91,325.00	\$ 44,240.00	\$ 25,780.00	\$ 5,150.00				\$ 183,270.00
ZONING CERTIFICATE													
AERATION INSPECTION FEES													
OCCUPANCY PERMITS	\$ 10,250.00	\$ 13,000.00	\$ 12,550.00	\$ 14,000.00	\$ 13,150.00	\$ 12,450.00	\$ 10,650.00	\$ 10,350.00	\$ 10,200.00				\$ 106,600.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 15,000.00	\$ 15,830.00	\$ 15,590.00	\$ 15,180.00	\$ 15,000.00	\$ 10,740.00	\$ 12,780.00	\$ 10,730.00				\$ 123,390.00
EXCAVATION PERMIT	\$ 20.00	\$ 235.00	\$ 440.00	\$ 25.00	\$ 145.00	\$ 500.00	\$ 555.00	\$ 125.00	\$ 95.00				\$ 2,140.00
COMBINATION PERMITS	\$ 12,721.00	\$ 17,520.00	\$ 3,878.00	\$ 6,549.00	\$ 19,874.00	\$ 2,460.00	\$ 4,128.00	\$ 846.00	\$ 1,266.00				\$ 69,242.00
DUMPSTER PERMIT	\$ 50.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00		\$ 100.00				\$ 550.00
REFUSE CONTAINER FEE	\$ 350.00	\$ 350.00	\$ 950.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 200.00				\$ 3,550.00
LARGE ITEM PICKUP FEE	\$ 2,440.00	\$ 2,795.00	\$ 3,070.00	\$ 1,740.00	\$ 2,280.00	\$ 2,525.00	\$ 2,005.00	\$ 1,940.00	\$ 1,130.00				\$ 19,925.00
SEWER TAP-IN FEES	\$ 26,175.00	\$ 73,575.00	\$ 20,475.00	\$ 14,250.00	\$ 62,830.00	\$ 6,900.00	\$ 10,950.00	\$ 17,100.00	\$ 2,850.00				\$ 235,105.00
SEWER TAP-IN INSPECTION	\$ 1,150.00	\$ 3,090.00	\$ 950.00	\$ 3,300.00	\$ 1,340.00	\$ 400.00	\$ 720.00	\$ 1,300.00	\$ 400.00				\$ 12,650.00
TOTAL COLLECTED	\$ 70,852.00	\$ 131,206.50	\$ 67,113.00	\$ 59,933.50	\$ 131,837.00	\$ 134,771.26	\$ 86,705.50	\$ 72,717.00	\$ 34,677.00				\$ 789,812.76

Memorandum

DATE: FEBRUARY 24, 2015

TO: Dallas Cook, City Clerk

FROM: Jamie Maitret, Dir. of Finance

RE: Agenda

Chairman Silsby on behalf of the Finance Committee is prepared to make the following motions at the City Council meeting on March 2, 2015.

- **Motion to approve hiring Impact Strategies, Inc as Construction Manager as Constructor for Police Department/City Hall Project.**
- **Motion to authorize the termination of the lease at 720 West Main Street, Suite 150, effective no later than May 31, 2015.**



Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of February in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

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

City of Belleville
101 South Illinois Street
Belleville, IL 62220

and the Construction Manager:
(Name, legal status and address)

IMPACT Strategies, Inc.
340 Office Court
Suite A
Fairview Heights, IL 62208

for the following Project:
(Name and address or location)

Public Building Improvements
Phase I - Renovation of 720 W. Main Street for Use as Police Headquarters
Phase II - Renovations to 101 S. Illinois Street
Phase III - Parking Structure on 201 S. 7th Street
Belleville, Illinois

The Architect:
(Name, legal status and address)

The Lawrence Group Architects of St. Louis, Inc.
319 North 4th Street
Suite 1000
St. Louis, MO 63102

The Owner's Designated Representative:
(Name, address and other information)

Mr. Ken Vaughn
101 South Illinois Street
Belleville, IL 62220
Telephone Number: 618-277-4965

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.

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.

Int.

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User Notes:

(1115189867)

The Construction Manager's Designated Representative:
(Name, address and other information)

Mr. Mike Christ
340 Office Court
Suite A
Fairview Heights, IL 62208
Telephone Number: 618-394-8400

The Architect's Designated Representative:
(Name, address and other information)

Mr. Joshua N. Mandell
The Lawrence Group Architects of St. Louis, Inc.
319 North 4th Street
Suite 1000
St. Louis, MO 63102
Telephone Number: 314-231-5700

The Owner and Construction Manager agree as follows.

Init.

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User Notes:

(1115189867)

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- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and

Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the

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establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.2.9.1 In the event that the Construction Manager is required to pay or bear the burden of any new, federal, state or local tax, or any rate increase of an existing tax (except the tax on net profits), as a result of any statute, court decision, ruling or regulation taking effect after the contract date, the guaranteed maximum price shall be increased by the amount of such new tax or tax increase.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Upon issuance of the Drawings and Specifications from the Architect declared as approved for construction, the Construction Manager shall administer a competitive bid solicitation for each Phase of the project allowing a minimum of three weeks from Public Notice for the receipt of bid proposals. Unless otherwise approved in writing by the Owner, all portions of the Work other than the General Conditions shall be performed under subcontracts or other appropriate agreements issued by the Construction Manager. The Construction Manager shall secure a minimum of three bids for any contract to be awarded above Ten Thousand dollars (\$10,000) from responsible, qualified Subcontractors and/or suppliers of material or equipment fabricated specifically for the Work and shall evaluate all bidders for the completeness of their bid and ability to perform the Work in conformance with the Contract Documents and project schedule. Should the Construction Manager elect to submit a bid for any work to be performed with the Construction Manager's own personnel such bid shall be submitted to the Owner a minimum of twenty four hours prior to the publish bid date and held by the Owner until all bids are presented to the Owner for review. The Construction Manager shall submit a comprehensive list of all bidders to the Owner along with the details of their due diligence review and recommendation of the bids to be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonably documented objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.9 To the extent that Owner requires any incidental services, construction consulting or value engineering, Owner acknowledges that such services are advisory only and are not professional design services.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager 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 Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager 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 Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in the Contract Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the contract.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation to be based on hourly cost of direct personnel expense shown on attached Exhibit "A", not to exceed the following lump sum amounts: Phase I - \$45,000; Phase II - \$32,500; Phase III - \$10,000.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Twenty (20) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

§ 4.2.2.1 If Construction Manager is not paid within 30 days of its invoice, it is entitled to interest at the highest statutory rate under law and to all attorney's fees incurred by it in collecting amounts owed under this contract.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The fee shall be 3.5% of the Cost of the Work not to exceed 3.5% of the Owner approved Control Budget.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For increases and decreases in the work made for the Owner, the Construction Manager's fee shall be adjusted by 3.5% of the estimated cost of any approved Change Order.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

All savings incurred in the Cost of the Work shall accrue 100% to the Owner.

§ 5.2.1.1 The Guaranteed Maximum Price shall include the cost of General Conditions incurred by the Construction Manager. These costs are itemized on the attached Exhibit "C" and are approved as eligible reimbursable costs to the Construction Manager by the Owner. The amounts shown on Exhibit "C" shall be considered as Costs Not to Exceed for each respective Phase. All savings realized in actual costs incurred for these General Conditions shall be considered as 100% savings to the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

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§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or

correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .7 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation

supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

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

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

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

If Construction Manager is not paid within 60 days of its invoice, it is entitled to interest at the highest statutory rate under law and to all attorney's fees incurred by it in collecting amounts owed under this contract.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be 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 Construction Manager's Applications for Payment.

§ 7.1.6 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 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 Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

- .3 Add the Construction Manager's Fee, less retainage of Ten percent (10.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Ten percent (10.00 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

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

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

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

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the

Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall 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.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage:	\$1,000,000.00
Each Occurrence	
General Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Products-Completed Operations	\$2,000,000.00
Aggregate, to be maintained for the Warranty period established by this contract	
Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage, each accident	\$1,000,000.00
Umbrella excess liability coverage	\$10,000,000.00

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 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 Construction Manager 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)

Init.

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the 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.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- 1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- 2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- 3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated based upon the actual cost incurred to properly accomplish the termination.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, 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.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit "B" - Hourly Cost of Direct Personnel Expense, 1 page

Exhibit "C" - Cost of General Conditions, 8 pages

Exhibit "D" - Preliminary Design & Construction Schedule with Run Date February 11, 2015, 2

pages

Init.

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Mark Eckert, Mayor of Belleville
(Printed name and title)

Mark Hinrichs, President
(Printed name and title)

init.

Additions and Deletions Report for AIA[®] Document A133[™] – 2009

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 11:03:35 on 02/12/2015.

PAGE 1

AGREEMENT made as of the day of February in the year Two Thousand Fifteen

...

City of Belleville
101 South Illinois Street
Belleville, IL 62220

...

IMPACT Strategies, Inc.
340 Office Court
Suite A
Fairview Heights, IL 62208

...

(Name and address or location)

Public Building Improvements
Phase I - Renovation of 720 W. Main Street for Use as Police Headquarters
Phase II - Renovations to 101 S. Illinois Street
Phase III - Parking Structure on 201 S. 7th Street
Belleville, Illinois

...

The Lawrence Group Architects of St. Louis, Inc.
319 North 4th Street
Suite 1000
St. Louis, MO 63102

...

Mr. Ken Vaughn
101 South Illinois Street
Belleville, IL 62220
Telephone Number: 618-277-4965

The Construction Manager's Designated Representative:

PAGE 2

Mr. Mike Christ
340 Office Court
Suite A
Fairview Heights, IL 62208
Telephone Number: 618-394-8400

...

Mr. Joshua N. Mandell
The Lawrence Group Architects of St. Louis, Inc.
319 North 4th Street
Suite 1000
St. Louis, MO 63102
Telephone Number: 314-231-5700

PAGE 3

12 SCOPE OF THE AGREEMENT

EXHIBIT A — GUARANTEED MAXIMUM PRICE AMENDMENT

PAGE 4

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager ~~suggests~~ suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

PAGE 6

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the ~~agreed-upon~~ ~~agreed-upon~~ assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

...

§ 2.2.9.1 In the event that the Construction Manager is required to pay or bear the burden of any new, federal, state or local tax, or any rate increase of an existing tax (except the tax on net profits), as a result of any statute, court decision, ruling or regulation taking effect after the contract date, the guaranteed maximum price shall be increased by the amount of such new tax or tax increase.

...

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel. Upon issuance of the Drawings and Specifications from the Architect declared as approved for construction, the Construction Manager shall administer a competitive bid solicitation for each Phase of the project allowing a minimum of three weeks from Public Notice for the receipt of bid proposals. Unless otherwise approved in writing by the Owner, all portions of the Work other than the General Conditions shall be performed under subcontracts or by other appropriate agreements with the Construction

Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will other appropriate agreements issued by the Construction Manager. The Construction Manager shall secure a minimum of three bids for any contract to be awarded above Ten Thousand dollars (\$10,000) from responsible qualified Subcontractors and/or suppliers of material or equipment fabricated specifically for the Work and shall evaluate all bidders for the completeness of their bid and ability to perform the Work in conformance with the Contract Documents and project schedule. Should the Construction Manager elect to submit a bid for any work to be performed with the Construction Manager's own personnel such bid shall be submitted to the Owner a minimum of twenty four hours prior to the publish bid date and held by the Owner until all bids are presented to the Owner for review. The Construction Manager shall submit a comprehensive list of all bidders to the Owner along with the details of their due diligence review and recommendation of the bids to be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable-reasonably documented objection.

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§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a ~~cost plus cost~~ plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.9 To the extent that Owner requires any incidental services, construction consulting or value engineering, Owner acknowledges that such services are advisory only and are not professional design services.

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, ~~systems,~~ systems sustainability and site requirements.

PAGE 8

The Owner shall retain an Architect to provide services, duties and responsibilities as described in ~~AIA Document B103™ 2007, Standard Form of Agreement~~ the Contract Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the ~~agreement contract.~~

PAGE 9

Compensation to be based on hourly cost of direct personnel expense shown on attached Exhibit "A", not to exceed the following lump sum amounts: Phase I - \$45,000; Phase II - \$32,500; Phase III - \$10,000.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Twenty (20) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...
~~§ 4.2.2.1~~ If Construction Manager is not paid within 30 days of its invoice, it is entitled to interest at the highest statutory rate under law and to all attorney's fees incurred by it in collecting amounts owed under this contract.

...
§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds—funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

...
The fee shall be 3.5% of the Cost of the Work not to exceed 3.5% of the Owner approved Control Budget.

...
For increases and decreases in the work made for the Owner, the Construction Manager's fee shall be adjusted by 3.5% of the estimated cost of any approved Change Order.

...
§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (—%) of the standard rate paid at the place of the Project.

PAGE 10

All savings incurred in the Cost of the Work shall accrue 100% to the Owner.

§ 5.2.1.1 The Guaranteed Maximum Price shall include the cost of General Conditions incurred by the Construction Manager. These costs are itemized on the attached Exhibit "C" and are approved as eligible reimbursable costs to the Construction Manager by the Owner. The amounts shown on Exhibit "C" shall be considered as Costs Not to Exceed for each respective Phase. All savings realized in actual costs incurred for these General Conditions shall be considered as 100% savings to the Owner.

PAGE 13

.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

...
.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

.7—Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.8—~~7~~ Costs for services incurred during the Preconstruction Phase.

PAGE 14

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above,

payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

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

If Construction Manager is not paid within 60 days of its invoice, it is entitled to interest at the highest statutory rate under law and to all attorney's fees incurred by it in collecting amounts owed under this contract.

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- 3 Add the Construction Manager's Fee, less retainage of Ten percent (10.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of Ten percent (10.00 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 16

<u>Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage:</u>	<u>\$1,000,000.00</u>
<u>Each Occurrence</u>	
<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal and Advertising Injury</u>	<u>\$1,000,000.00</u>
<u>Products-Completed Operations</u>	<u>\$2,000,000.00</u>
<u>Aggregate, to be maintained for the Warranty period established by this contract</u>	
<u>Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage, each accident</u>	<u>\$1,000,000.00</u>
<u>Umbrella excess liability coverage</u>	<u>\$10,000,000.00</u>

...
 Litigation in a court of competent jurisdiction

PAGE 18

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed based upon the actual cost incurred to properly accomplish the termination.

(List other documents, if any, forming part of the Agreement.)

Exhibit "B" - Hourly Cost of Direct Personnel Expense, 1 page

Exhibit "C" - Cost of General Conditions, 8 pages

Exhibit "D" - Preliminary Design & Construction Schedule with Run Date February 11, 2015, 2

pages

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Mark Eckert, Mayor of Belleville

Mark Hinrichs, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark Hinrichs, 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 11:03:35 on 02/12/2015 under Order No. 4794512435_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 A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, 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)

EXHIBIT "B"



HOURLY COST OF DIRECT PERSONNEL EXPENSE

This schedule of 2015 hourly rates will apply to services to be provided by IMPACT direct personnel expense.

Project Executive	\$140.00
Senior Project Manager	\$110.00
Pre-Construction Manager	\$85.00
Project Superintendent	\$ 80.00
Project Engineer	\$ 50.00
Safety Director	\$ 95.00
Senior Estimator	\$ 90.00
Estimator	\$ 75.00
Project Accountant	\$ 70.00
Project Assistant/Secretary	\$ 45.00

EXHIBIT "C"



**PUBLIC BUILDING IMPROVEMENTS
BELLEVILLE, IL**

Cost of General Conditions
February 11, 2015

The guaranteed maximum cost of General Conditions are shown on the attached Spreadsheet Reports for each Phase I, Phase II, and Phase III as prepared by IMPACT Strategies, Inc. dated February 10, 2015. The compilation of these costs assume that Phase I and Phase III will be constructed concurrently with a duration of forty-three (43) weeks and Phase II will be constructed within a duration of twenty-six (26) weeks. Should the scope of work for any Phase change or factors beyond the control of the Construction Manager cause a delay in the time for completion, any General Condition cost shown herein that is factored on time is subject to an increase. A request for an increase in General Condition cost must be presented for approval to the Owner within not more than thirty days of the occurrence that has caused said delay.

The following represent the total estimated cost of General Conditions for each Phase:

PHASE I	\$452,409
PHASE II	\$248,407
PHASE III	\$ 51,701

Spreadsheet/Level	Takeoff Quantity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
1000.000 GENERAL REQUIREMENTS														
1300.010 Personnel: Supervision														
Superintendent	43.00 wk	3,200.00 /wk	80.00 /hr	137,600	10.00 /wk	430	-	-	-	-	-	-	3,210.00 /wk	138,030
Personnel: Supervision				137,600		430								138,030
1310.010 Personnel: Proj. Managmnt														
Project Engineer 1	43.00 wk	2,000.00 /wk	50.00 /hr	86,000	-	-	-	-	-	-	-	-	2,000.00 /wk	86,000
Senior Project Manager	47.00 wk	1,100.00 /wk	110.00 /hr	51,700	-	-	-	-	-	-	-	-	1,100.00 /wk	51,700
Personnel: Proj. Managmnt				137,700										137,700
1310.020 Travel Expenses														
Truck Rental	10.00 mo	-	-	-	-	-	-	-	500.00 /mo	5,000	-	-	500.00 /mo	5,000
Vehicle Allowance-PM	10.00 mo	-	-	-	-	-	-	-	-	-	150.00 /mo	1,500	150.00 /mo	1,500
Mileage-Supt.	5,333.00 mile	-	-	-	-	-	-	-	0.35 /mile	-	1,867	1,867	0.35 /mile	1,867
Mileage-PE/PM	1,666.00 mile	-	-	-	-	-	-	-	0.52 /mile	-	866	866	0.52 /mile	866
Travel Expenses										5,000		4,233		9,233
1510.010 Utilities: Temporary														
Temp Internet Fees	10.00 mo	-	-	-	-	-	-	-	-	-	95.00 /mo	950	95.00 /mo	950
Hook-up Phone	1.00 ea	-	-	-	-	-	-	-	-	-	400.00 /ea	400	400.00 /ea	400
Temp Phone	10.00 mo	-	-	-	-	-	-	-	-	-	125.00 /mo	1,250	125.00 /mo	1,250
Nextel Phone	10.00 mo	-	-	-	-	-	-	-	-	-	125.00 /mo	1,250	125.00 /mo	1,250
Project Manager-cell	10.00 mo	-	-	-	-	-	-	-	-	-	60.00 /mo	600	60.00 /mo	600
Temp Toilet	10.00 mo	-	-	-	-	-	-	-	-	-	250.00 /mo	2,500	250.00 /mo	2,500
Shipping/Courier	10.00 mo	-	-	-	-	-	-	-	-	-	60.00 /mo	600	60.00 /mo	600
Drinking Water	43.00 wk	-	-	-	-	-	-	-	-	-	15.00 /wk	645	15.00 /wk	645
Jobsite Computer/Fax/Copier	10.00 mo	-	-	-	-	-	-	-	-	-	75.00 /mo	750	75.00 /mo	750
Utilities: Temporary												8,945		8,945
1520.010 Temp: Facilities														
Office Trailer	10.00 mo	-	-	-	-	-	-	-	325.00 /mo	3,250	425.00 /ea	850	410.00 /mo	4,100
Tool Trailers	10.00 mo	-	-	-	-	-	-	-	225.00 /mo	2,250	425.00 /ea	850	310.00 /mo	3,100
Job Signage	1.00 ea	667.50 /ea	66.75 /hr	668	750.00 /ea	750	-	-	-	-	-	-	1,417.50 /ea	1,418
Temp: Facilities				668		750				5,500		1,700		8,618
1520.020 Progress Photos														
Job Photographs	43.00 wk	-	-	-	-	-	-	-	-	-	20.00 /wk	860	20.00 /wk	860
Progress Photos												860		860
1520.030 Plan Reproduction														
Blue Prints (set)	40.00 set	-	-	-	-	-	-	-	-	-	300.00 /set	12,000	300.00 /set	12,000
Copy Expense (mo)	10.00 mo	-	-	-	-	-	-	-	-	-	50.00 /mo	500	50.00 /mo	500
Plan Reproduction												12,500		12,500
1540.010 Temp: Tools & Equipment														
Temporary Trash Chute	320.00 lfmo	-	-	-	-	-	-	-	15.00 /lfmo	4,800	-	-	16.56 /lfmo	5,300
Upper Floor							500							



Spreadsheet Report
Belleville Public Building Improvements - General Conditions Phase I

Spreadsheet Level	Takeoff Quantity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
Punchlist		/ls		1,502		380							/ls	1,862
1900.010 Misc. Expenses														
Plan/Association Room Fee	8.00 mill										1,000.00 /mill	8,000	1,000.00 /mill	8,000
Plan/Association Room Fees	4.00 ea										750.00 /ea	3,000	750.00 /ea	3,000
Public Advertising Of Bids												11,000		11,000
Plan/Association Room Fee														
1990.010 Misc. Expenses														
Miscellaneous Expenses	10.00 mo										250.00 /mo	2,500	250.00 /mo	2,500
Misc. Expenses														
GENERAL REQUIREMENTS				352,015		6,154	16,900			17,780		59,560		452,409



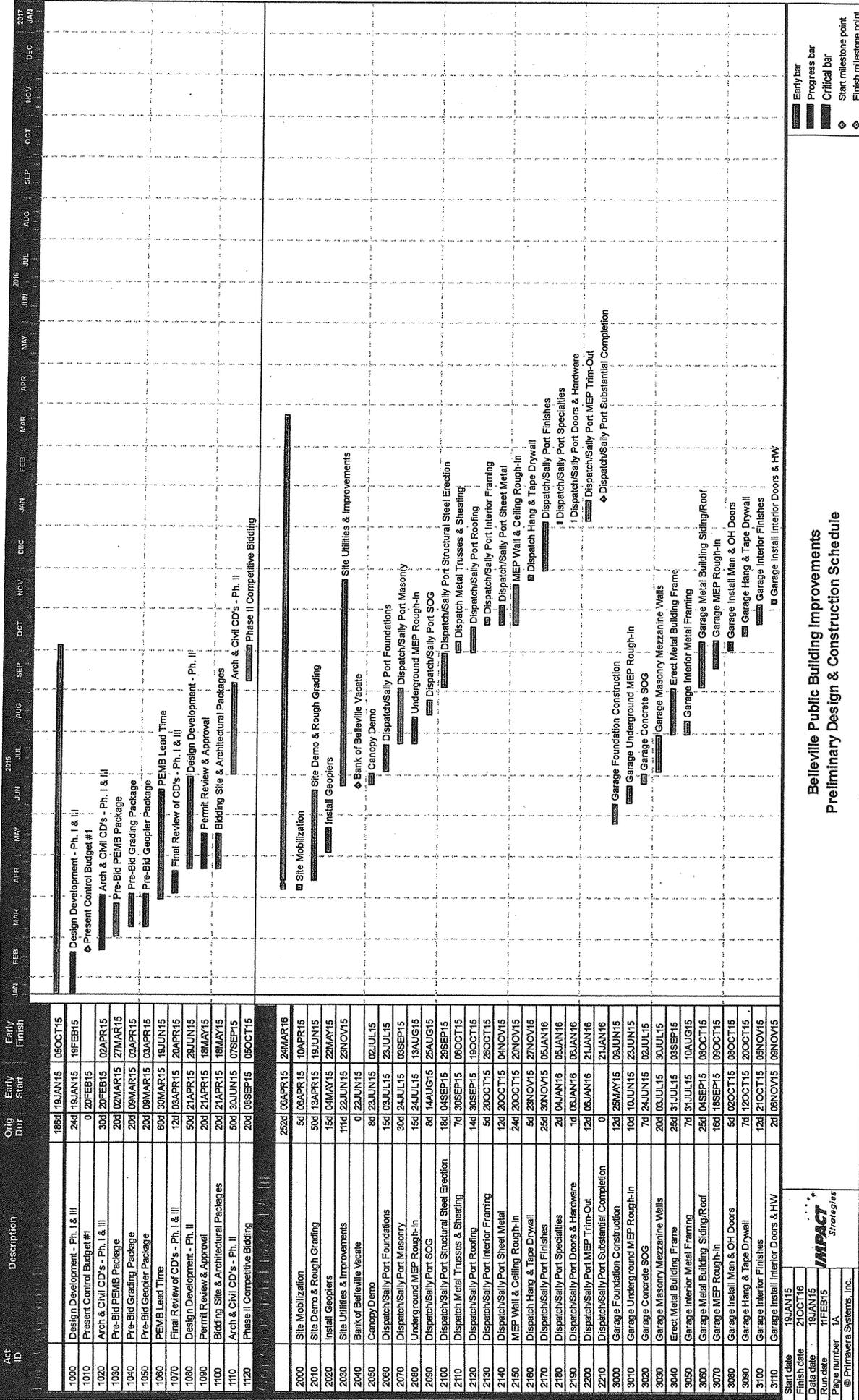
Spreadsheet Report
Belleville Public Building Improvements - General Conditions Phase II

Spreadsheet Level	Take-off Quantity	Labor/Coast/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
Temp: Tools & Equipment														
1550.010 Temp: Traffic Control	15.00 ea	-	-	-	-	-	281		-	2,700	-	-	/mo	2,981
Traffic Control - Plastic barrels							1,050		6.00 /wk	540	-	-	108.00 /ea	1,590
Temp: Traffic Control							1,050			540	-	-	/mo	1,590
1550.100 Temp: Protection	1,200.00 sf	1.98 /sf	66.00 /hr	2,376	0.95 /sf	1,197	-		-	-	-	-	2.98 /sf	3,573
Temporary Partitions							2,600		-	-	-	-	6.50 /lf	2,600
Temp. Const. Fence	400.00 lf	-	-	2,376	-	1,197	-		-	-	-	-	/ls	6,173
Temp: Protection							2,600		-	-	-	-		
1562.010 Controls: Safety	6.00 mo	-	-	-	-	-	-		-	-	250.00 /mo	1,500	250.00 /mo	1,500
General Site Safety	6.00 ea	-	-	-	-	-	-		-	-	250.00 /ea	1,500	250.00 /ea	1,500
Safety Inspections	250.00 lf	4.62 /lf	66.00 /hr	1,155	0.65 /lf	171	-		-	-	-	-	5.30 /lf	1,326
Safety Rails etc							171		-	-	-	-	/ea	4,326
Controls: Safety							171		-	-	-	-		
1720.030 Layout	40.00 msf	193.60 /msf	66.00 /hr	7,744	-	-	-		-	-	3.00 /hr	352	202.40 /msf	8,096
Layout Interior Partitions							-		-	-	-	-	/ls	8,096
Layout							7,744		-	-	-	-		
1740.010 Clean Up	600.00 hr	70.00 /hr	70.00 /hr	42,000	2.50 /hr	1,500	-		-	-	-	-	72.50 /hr	43,500
Periodic Cleanup	40.00 hr	70.00 /hr	70.00 /hr	2,800	-	-	-		110.00 /eqhr	880	-	-	92.00 /hr	3,680
Site Cleanup	3.00 ea	-	-	-	-	-	1,200		-	-	-	-	400.00 /ea	1,200
Street Cleaning	12.00 ea	-	-	-	-	-	-		-	-	350.00 /ea	4,200	350.00 /ea	4,200
Haul Dumpster							1,200		-	-	-	-	/wk	52,580
Clean Up							1,200		-	-	-	-		
1750.010 As-Built Drawings	1.00 ea	-	-	-	-	-	-		-	-	750.00 /ea	750	750.00 /ea	750
As-Built/Close-out Documents							-		-	-	-	-	/sum	750
As-Built Drawings							-		-	-	-	-		
1780.010 Punchlist	16.00 hr	66.00 /hr	66.00 /hr	1,056	15.00 /hr	240	-		-	-	-	-	81.00 /hr	1,296
Punchlist							240		-	-	-	-	/ls	1,296
Punchlist							240		-	-	-	-		
1900.010 Plan/Association Room Fee	4.50 mill	-	-	-	-	-	-		-	-	1,000.00 /mill	4,500	1,000.00 /mill	4,500
Plan/Association Room Fees	3.00 ea	-	-	-	-	-	-		-	-	750.00 /ea	2,250	750.00 /ea	2,250
Public Advertising Of Bids							-		-	-	-	-		
Plan/Association Room Fee							-		-	-	-	-		
1990.010 Misc. Expenses	6.00 mo	-	-	-	-	-	-		-	-	250.00 /mo	1,500	250.00 /mo	1,500
Miscellaneous Expenses							-		-	-	-	-		
Misc. Expenses							-		-	-	-	-		

Spreadsheet Level	Takeoff Quantity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
GENERAL REQUIREMENTS				193,791		4,118	5,131			10,420		35,047		248,507

Spreadsheet Level	Takeoff Quantity	Labor/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
1000.000 GENERAL REQUIREMENTS														
1310.010 Personnel: Proj. Managmnt														
Senior Project Manager	26.00 wk	660.00 /wk	110.00 /hr	17,160	-	-	-	-	-	-	-	-	660.00 /wk	17,160
Personnel: Proj. Managmnt				17,160										17,160
1550.010 Temp: Traffic Control														
Traffic Control - Plastic barrels	10.00 ea	-	-	-	-	-	700	-	6.00 /wk	360	-	-	106.00 /ea	1,060
Temp: Traffic Control		/mo				700				360			/mo	1,060
1560.100 Temp: Protection														
Temporary Partitions	225.00 sf	1.98 /sf	66.00 /hr	446	0.95 /sf	224	-	-	-	-	-	-	2.98 /sf	670
Temp. Const. Fence	500.00 lf	-	-	446	-	-	3,250	-	-	-	-	-	6.50 /lf	3,250
Temp: Protection		/ls				224	3,250						/ls	3,920
1720.030 Layout														
Layout Building Corners	12.00 hr	66.00 /hr	66.00 /hr	792	-	-	-	-	-	-	3.00 /hr	36	69.00 /hr	828
Layout Concrete Foundations	40.00 hr	66.00 /hr	66.00 /hr	2,640	-	-	-	-	-	-	3.00 /hr	120	69.00 /hr	2,760
Layout Interior Partitions	19.00 msf	138.95 /msf	66.00 /hr	2,640	-	-	-	-	-	-	3.00 /hr	120	145.26 /msf	2,760
Layout		/ls		6,072								276	/ls	6,348
1740.010 Clean Up														
Periodic Cleanup	190.00 hr	70.00 /hr	70.00 /hr	13,300	2.50 /hr	475	-	-	-	-	-	-	72.50 /hr	13,775
Site Cleanup	20.00 hr	70.00 /hr	70.00 /hr	1,400	-	-	-	-	110.00 /eqhr	440	-	-	82.00 /hr	1,840
Street Cleaning	2.00 ea	-	-	-	-	-	800	-	-	-	-	-	400.00 /ea	800
Haul Dumpster	8.00 ea	-	-	-	-	-	-	-	-	-	-	-	350.00 /ea	2,800
Clean Up		/wk		14,700		475	800			440		2,800	/wk	19,215
1750.010 As-Built Drawings														
As-Built/Close-out Documents	1.00 ea	-	-	-	-	-	-	-	-	-	350.00 /ea	350	350.00 /ea	350
As-Built Drawings		/isum										350	/isum	350
1780.010 Punchlist														
Punchlist	8.00 hr	66.00 /hr	66.00 /hr	528	15.00 /hr	120	-	-	-	-	-	-	81.00 /hr	648
Punchlist		/ls		528		120							/ls	648
1900.010 Plant/Association Room Fee														
Plant/Association Room Fees	3.00 mill	-	-	-	-	-	-	-	-	-	1,000.00 /mill	3,000	1,000.00 /mill	3,000
Plant/Association Room Fee												3,000		3,000
GENERAL REQUIREMENTS														
				38,906		819	4,750			800		6,426		51,701

EXHIBIT D

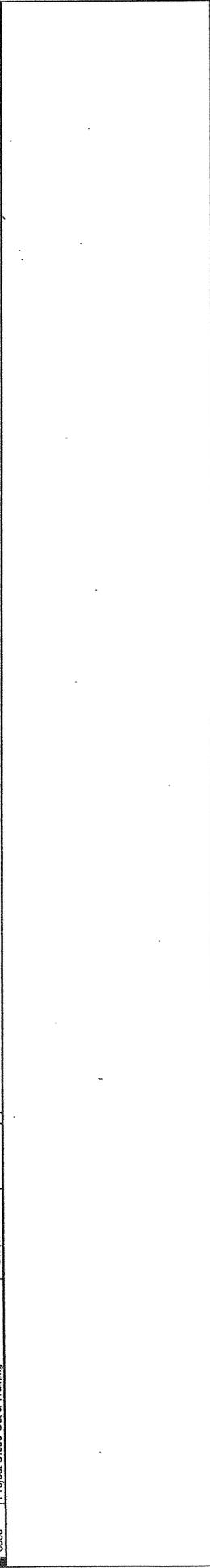


Belleville Public Building Improvements
Preliminary Design & Construction Schedule



Start date 19JAN15
Finish date 21OCT15
Date date 19JAN15
Run date 11FEB15
Page number 1A
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Act ID	Description	Orig	Early Start	Early Finish	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	
3120	Garage MEP Trim-Out	12d	06NOV15	23NOV15																			
3130	Garage Substantial Completion	0	23NOV15	23NOV15																			
3140	Garage FF&E / Move-In	20d	24NOV15	21DEC15																			
4000	Third Floor Demolition	12d	01JUN15	16JUN15																			
4010	Third Floor OH & Wall Rough-In	13d	17JUN15	03JUL15																			
4020	Second Floor Demolition	15d	17JUN15	07JUL15																			
4030	Third Floor Framing	12d	24JUN15	06JUL15																			
4035	First Floor Demolition	20d	08JUL15	04AUG15																			
4040	Second Floor OH & Wall Rough-In	17d	08JUL15	30JUL15																			
4050	Third Floor Hang & Tape Drywall	12d	10JUL15	27JUL15																			
4055	Second Floor Framing	15d	17JUL15	08AUG15																			
4060	Third Floor Finishes	35d	28JUL15	14SEP15																			
4070	First Floor Slab Demo	5d	05AUG15	11AUG15																			
4080	Second Floor Hang & Tape Drywall	15d	07AUG15	27AUG15																			
4090	First Floor UG Rough-In	12d	12AUG15	27AUG15																			
4100	Second Floor Finishes	40d	28AUG15	20OCT15																			
4110	First Floor Slab Pour/Patching	6d	28AUG15	04SEP15																			
4120	First Floor OH & Wall Rough-In	22d	07SEP15	09OCT15																			
4130	First Floor Metal Stud & Masonry Walls	25d	23SEP15	27OCT15																			
4140	First Floor Hang & Tape Drywall	15d	28OCT15	17NOV15																			
4150	First Floor Finishes	55d	18NOV15	04FEB16																			
4160	Millwork Install	10d	09FEB16	18FEB16																			
4170	Doors & Hardware	10d	09FEB16	18FEB16																			
4180	Punchlist	5d	19FEB16	25FEB16																			
4185	Phase I & III Substantial Completion	0		25FEB16																			
4190	Owner FF&E / Move-In	20d	26FEB16	24MAR16																			
5000	Demolition	145d	25MAR16	14OCT16																			
5010	Remodel - Phase I	90d	25MAR16	20JUL16																			
5020	Remodel - Phase II	40d	07APR16	28MAY16																			
5030	Remodel - Phase III	40d	27MAY16	22JUL16																			
5040	Punchlist	5d	19SEP16	23SEP16																			
5050	Phase II Substantial Completion	0		23SEP16																			
5060	Owner FF&E / Move-In	15d	26SEP16	14OCT16																			
6000	Project Close-Out & Training	20d	26SEP16	21OCT16																			



Belleville Public Building Improvements
Preliminary Design & Construction Schedule

Start date: 15JAN15
Finish date: 21OCT16
Data date: 15JAN15
Run date: 11FEB15
Page number: 2A
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IMPACT
Strategies

Legend:
 Early bar
 Progress bar
 Critical bar
 Start milestone point
 Finish milestone point



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Public Building Improvements

Phase I - Renovation of 720 W. Main Street for Use as Police Headquarters

Phase II - Renovations to 101 S. Illinois Street

Phase III - Parking Structure on 201 S. 7th Street

Belleville, Illinois

THE OWNER:

(Name, legal status and address)

City of Belleville

101 South Illinois Street

Belleville, IL 62220

THE ARCHITECT:

(Name, legal status and address)

The Lawrence Group Architects of St. Louis, Inc.

319 North 4th Street

Suite 1000

St. Louis, MO 63102

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| 5 | SUBCONTRACTORS |
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| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |

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

Init.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

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(Numbers and Topics in Bold are Section Headings)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, 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

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and 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.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, 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.

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§ 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.

§ 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 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 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. 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.

§ 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 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.

§ 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 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. 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

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§ 3.2.1 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 Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.3 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 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.

(Paragraph deleted)

§ 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. 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.

§ 3.3.2 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.

Init.

§ 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 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 defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear 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.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 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.

§ 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, 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.

§ 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.

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§ 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 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 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.

§ 3.9.3 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.

§ 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.

§ 3.12 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 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

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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.

§ 3.13 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 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 agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the

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negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 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.

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 as to whom the Contractor has no reasonable objection and 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 and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 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.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and 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.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, 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.

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§ 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 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 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 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 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.

§ 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.

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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 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 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 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 responsibly 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

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- 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.

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.

§ 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 non-conforming 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.

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§ 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.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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 their agreement upon all of the following:

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the 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.

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§ 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.

§ 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 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.

§ 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. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify 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 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 Substantial Completion of the Work.

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

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

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§ 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.

§ 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 Contract Time.

§ 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.

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 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.

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§ 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. 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 storage and transportation to the site for such materials and equipment stored off the site.

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

§ 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, that 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 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) 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 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.

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§ 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.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, 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.

§ 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 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, 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.

§ 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 or awarded by binding dispute resolution, 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.

§ 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.

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§ 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 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.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 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. 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.

§ 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. 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.

§ 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. For any partial occupancy or use, Owner shall reduce retainage proportionately to the Contractor at the time of such partial occupancy or use.

§ 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 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 further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 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, (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.

§ 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 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.

§ 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.

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§ 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.

§ 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. 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.

§ 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.

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§ 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;
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;
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.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. 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. The Contractor shall provide written notification to the Owner of the

cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 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.

§ 11.2 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, 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 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.

§ 11.3.1.3 The Owner is responsible for all 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.

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§ 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.

§ 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.

§ 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. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 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 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

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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 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.

§ 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.

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 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.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of 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.

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

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

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

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§ 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 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.

§ 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.

§ 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.

§ 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.

§ 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 Architect, 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.

§ 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.

§ 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 at such rate as the parties may agree upon in writing or, in the absence thereof, at the prime rate prevailing from time to time at the place where the Project is located.

§ 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.

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
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.

§ 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, suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 60 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.

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

§ 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, 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:

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 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. 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.

§ 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.

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

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

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 and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. 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 in accordance with the decisions of the Initial Decision Maker.

§ 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.

§ 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.

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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 Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated 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.

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

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties 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.

§ 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.

§ 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.

(Paragraphs deleted)

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Public Building Improvements

Phase I - Renovation of 720 W. Main Street for Use as Police Headquarters

Phase II - Renovations to 101 S. Illinois Street

Phase III - Parking Structure on 201 S. 7th Street

Belleville, Illinois

...

City of Belleville

101 South Illinois Street

Belleville, IL 62220

...

The Lawrence Group Architects of St. Louis, Inc.

319 North 4th Street

Suite 1000

St. Louis, MO 63102

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The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and 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.~~

...

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.

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§ 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 ~~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 Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.~~

§ 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 Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with ~~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 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, or~~

lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require and lawful orders of public authorities.

§ 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 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.

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§ 3.7

PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 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. Work.

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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;
3. Whenever 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.

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§ 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.

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that which would otherwise exist as to a party or person described in this Section 3.18.

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§ 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 the final Certificate for For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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§ 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 to reply within the ~~14 day~~ 14 day period shall constitute notice of no 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 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.

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§ 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.~~

...

§ 6.2.3 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 non-conforming~~ 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.

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§ 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.~~

...

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

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§ 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~~ Payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

...
§ 9.4.2 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, that~~ to the best of the Architect's knowledge, information and belief, that 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 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

...
3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

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§ 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, ~~before issuance of the Certificate of Substantial Completion,~~ complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

...
§ 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. For any partial occupancy or use, Owner shall reduce retainage proportionately to the Contractor at the time of such partial occupancy or use.

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§ 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, ~~effect~~, (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.~~

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- .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; property;~~

...
§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. ~~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. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 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~~ 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.

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§ 11.3.1.3 ~~If the property insurance requires deductibles, the Owner shall pay costs not covered because of such.~~ The Owner is responsible for all deductibles.

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§ 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.~~ The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice within five (5) business days of

the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

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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 prime rate prevailing from time to time at the place where the Project is located.

§ 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 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 120-60 days in any 365-day period, whichever is less.

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§ 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.

§ 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~~

~~§ 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.~~

~~§ 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.~~

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Mark Hinrichs, 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 11:05:40 on 02/12/2015 under Order No. 4794512435_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)

Municipality City of Belleville	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Volkert, Inc.
Township				Address 7110 West Main Street
County St. Clair County				City Belleville
Section				State IL

THIS AGREEMENT is made and entered into this 10th day of February, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name 400 N. Block Virginia Route _____ Length 0.1 miles Structure No. _____
Termini _____

Description
New curbs, sidewalks meeting ADA standards, HMA asphalt milling, and resurfacing.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	\$12,621.00	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	\$151.00
Resident Construction Supervisor	
Chief of Party	\$110.00
Instrument Man	
Rodmen	
Inspectors	
Two-Man Survey Crew	\$180.00
Senior Designer	\$125.00
Administrative Staff	\$90.00
Geotechnical	\$151.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2015. In event the services of the ENGINEER extend beyond 12/31/2015, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 146.37 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 146.37 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Belleville _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

ATTEST:

By _____

Title:

Title:

Approved

Date
Department of Transportation

Regional Engineer

**MANHOUR ESTIMATE
400 BLOCK NORTH VIRGINIA
CITY OF BELLEVILLE, ILLINOIS
FEBRUARY 9, 2015**

Task	Manhours
1. Design Development Services	----
A. Project Start-up & Data Collection (Review schedule, budget requirements, and City documents)	2
B. Topographic Survey and Utility Locate (easement research, title commitment)	20
C. Proposed Roadway Design	8
D. Proposed Drainage Design	4
E. Utility Coordination	2
F. Geotechnical Investigation	10
G. Preliminary Plat (Including Proposed & Existing Right-of-Way, Temporary Construction Easements, and Utility Easements)	4
H. Preliminary Construction Cost Estimate	2
2. Construction Document Services	----
A. Cover Sheet and General Notes	2
B. Typical Sections	2
C. Schedule & Summary of Quantities	8
D. Roadway Plan & Profile	6
E. Drainage and Erosion Control Plan	4
F. Roadway Cross-Sections (every 50-feet)	6
G. Address Review Comments	4
H. Final Plat & Documentation	4
I. Final Construction Cost Estimate	2
J. Specifications and Bid Proposal Documents	4
3. Bidding Services	----
A. Coordination Services (Prepare bid packages for qualified bidders, respond to questions, addendum preparation, assist City with review and recommendation)	2
4. Quality Assurance/Quality Control - 5% of total cost of services	5
TOTAL MANHOUR ESTIMATE FOR PROJECT	101

NOTES:

1. The proposed manhour estimate shown above is based on a preliminary understanding of the project scope and will therefore be finalized during a manhour negotiation and scoping meeting.

Employee	Classification	Regular Hours
David Holloway	Project Manager	16
Marcus McConachie	Senior Designer	40
Jill Calhoun	Administrative Assistant	2
Travis Niederhofer	Survey Project Manager	12
	Survey Crew Member	8
	Survey Crew Member	8
	Geotechnical Staff	10
Total Labor excluding QC/QA		96
QC/QA		
David Holloway	Project Manager	5
Total Labor for QC/QA		5
TOTAL LABOR		101

EFK Moen, LLC
Civil Engineering Design

Project
Route
Limits
County

Street Reconstruction
E Main Street
N Oak St to N Douglas Ave
St. Clair

DESIGN COST PROPOSAL
for the
City of Belleville, IL

	Proposed			AGREED TO:		
	Hourly Rate	HOURS	TOTAL Cost	Hourly Rate	HOURS	TOTAL Cost
A. Topographic Survey						
Limits of Topographic Survey:						
On E Main Street - from west radius of N Oak Street						
to east radius of N Douglas Street						
On Grand Avenue from E Main to N Douglas						
Topo will include sidewalk, driveways/entrances, trees, etc.-Crew Rate	\$ 150	40	\$ 6,000			
Centerline and Curb Line Pavement Shots						
Inlets, Flowlines, Pipe Sizes						
Utility One-Call Research	\$ 75	4	\$ 300			
Data Download and Mapping	\$ 75	40	\$ 3,000			
Establish Right of Way from Assessor Maps Only	\$ 100	16	\$ 1,600			
Easement Sketches for Driveway Reconstruction	\$ 75	24	\$ 1,800			
Stake up to 45 Parcels for ROW Easement Negotiations - CREW Rate	\$ 150	45	\$ 6,750			
*survey hours include time for travel						
Survey Sub-Total=		169	\$ 19,450			
B. Preliminary and Final Plans						
1 Report for Illinois Historic Preservation Agency	\$ 110	8	\$ 880			
2 Map and Photos of Properties within the Historic District(s)	\$ 75	12	\$ 900			
3 Cover Sheet, Ties, Benchmarks, Typical Section	\$ 75	16	\$ 1,200			
4 Summary of Quantities Sheets	\$ 100	24	\$ 2,400			
Schedule of Quantities						
Summary of Quantities Calculation Book						
5 Plan and Profile Sheets	\$ 110	80	\$ 8,800			
6 Drainage Inlet Adjustments - Review, Design and Detail	\$ 110	16	\$ 1,760			
7 Detail Sheets	\$ 75	8	\$ 600			
Brick Sidewalk Detail						
ADA Curb Ramp Details						
8 Concrete Condition Survey for Concrete Patch Locations	\$ 110	8	\$ 880			
Field Review, Recommendation to City, Detail Locations on Plans						
9 Staging and Traffic Control	\$ 75	16	\$ 1,200			
10 Erosion and Sediment Control Sheets	\$ 75	16	\$ 1,200			
Prepare SWPPP						
11 Removal Sheets	\$ 75	8	\$ 600			
12 Special Provisions, BDE Checklists	\$ 150	4	\$ 600			
13 Plan Updates from Property Negotiations	\$ 75	4	\$ 300			
14 Plan Revisions after City Review	\$ 75	4	\$ 300			
15 Meetings						
With City of Belleville	\$ 150	4	\$ 600			
With Historic Preservation/IDOT	\$ 150	8	\$ 1,200			
Design Plan Sub-Total=		236	\$ 23,420			
C. Phase III Consultant Observation	\$ 110	40	\$ 4,400			
Phase III Observation Sub-Total=		40	\$ 4,400			

EFK Moen, LLC
Civil Engineering Design

Project
Route
Limits
County

Street Reconstruction
E Main Street
N Oak St to N Douglas Ave
St. Clair

DESIGN COST PROPOSAL
for the
City of Belleville, IL

	Proposed			AGREED TO:		
	Hourly Rate	HOURS	TOTAL Cost	Hourly Rate	HOURS	TOTAL Cost
D. QC/QA - 3.5% of Agreed to Hours	\$ 150	16	\$ 2,400			
QC/QA Sub-Total=		16	\$ 2,400			
E. Administrative/Management - 5% of Agreed to Hours						
Project Manager	150	16	\$ 2,400			
Clerical	75	8	\$ 600			
Administrative Sub-Total=		24	\$ 3,000			
GRAND TOTAL		485	\$ 52,670			

Scope NOT included in this proposal:

- Property Boundary Surveys
- Hydraulic/pavement drainage calculations
- Modifications to the existing drainage system, with the exception of inlet grate adjustments to match new pav't elev.
- Geotechnical/Soil Field Study and Report
- Traffic Signal Modifications at Douglas
- Decorative Items, Crosswalk Markings
- Lighting, signing

Municipality City of Belleville	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Kaskaskia Engineering Group
Township				Address 208 East Main St.. Suite 100
County St. Clair				City Belleville
Section				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Juanita Place Phase II

Route _____ Length 0.21 Mi. 1100.00 FT (Structure No. N/A)

Termini West Washington Street from 79th St. to 81st St., 79th Street from Main St. to West Washington St.

Description:

Design engineering services for roadway improvements to Juanita Place. Improvements include new curb and gutter, sidewalks, base course widening, HMA asphalt surface, and new decorative subdivision lighting.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to \$52,160.00 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees	(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Belleville of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

City Council

Dallas Cook City Clerk
(Seal)

By _____
Title Mayor

Executed by the ENGINEER:

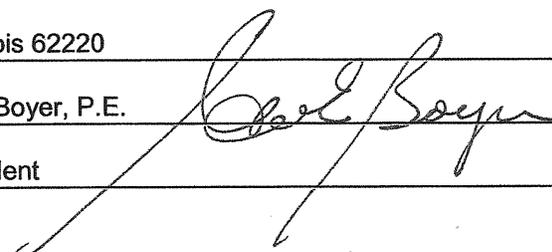
Kaskaskia Engineering Group, LLC

208 East Main St., Suite 100

ATTEST:

Belleville, Illinois 62220

By Todd Reyling, P.E. 

By Geri E. Boyer, P.E. 

Title Senior Project Engineer

Title President

Approved

Date
Department of Transportation

Regional Engineer

Municipality <i>City of Belleville</i>	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name <i>Oates Associates, Inc.</i>
Township				Address <i>20 East Main Street</i>
County <i>St. Clair</i>				City <i>Belleville</i>
Section				State <i>IL</i>

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor Company or Companies to which the construction contract was awarded

Section Description

Name *Prairie Avenue* Route _____ Length *0.413* miles Structure No. *N/A*
Termini *Wabash Avenue to Garden Boulevard*

Description:
Maintenance resurfacing of existing oil and chip street with minor drainage improvements.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

- 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
- 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
- 4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
- 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without

- restriction or limitations as to their use.
- 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
- 8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

- 1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1c, 1g, 1i, ~~2, 3, 5 and 6~~ in accordance with one of the following methods indicated by a check mark:

- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%

- c. CPFF = DL + DL(OH) + 14.5%[DL + R(DL) + OH(DL) + IHDC],

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Estimated Fee is \$24,000.00

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay for services stipulated in paragraphs ~~1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1j and 1k~~ of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. ~~Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Construction Supervisor	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____

hands and seals and shall remain in effect until _____. In event the services of the ENGINEER extend beyond _____, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 100 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 100 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed ~~90~~ 100 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Belleville of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

City Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

Oates Associates, Inc.

20 East Main Street

ATTEST:

Belleville, IL 62220

By _____

Alan J. Goepfert
Title: Principal

Bruce P. Schopp
Title: President / COO

Approved
_____ Date
Department of Transportation
_____ Regional Engineer

COST ESTIMATE OF CONSULTANT SERVICES

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Prairie Avenue
 PROJECT: City of Belleville
 SECTION: 15001
 AGENCY:
 JOB NO.:

DATE: 02/09/15

Overhead Rate: 163.01%

COMPLEXITY FACTOR (R): 0

ITEM	PERSON HOURS (A)	PAYROLL (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
1.0 FIELD SURVEYS	63	\$2,082.80	\$3,395.17		\$794.31			\$6,272.28	26.14
3.0 PROJECT DEVELOPMENT REPORT									
4.0 HYDRAULIC DATA & REPORT									
5.0 DRAINAGE	12	\$448.24	\$730.68		\$170.94			\$1,349.86	5.63
6.0 UTILITY AGREEMENTS	3	\$89.72	\$146.25		\$34.22			\$270.19	1.13
7.0 SOILS ANALYSIS AND REPORT	16	\$484.24	\$789.36		\$184.67			\$1,458.27	6.08
8.0 STRUCTURE RPTS / TS & L DRAWINGS / PRELIMINARY STRUCTURE PLANS									
9.0 PRELIMINARY ROAD DESIGN	59	\$1,937.78	\$3,158.78		\$739.00			\$5,835.56	24.32
1.0 FINAL PLANS/ DOCUMENTS	56	\$2,409.02	\$3,926.94		\$918.71			\$7,254.67	30.23
2.0 RIGHT OF WAY	5	\$227.70	\$371.17		\$86.84			\$685.71	2.86
3.0 BID ASSISTANCE	5	\$289.10	\$471.26		\$110.25			\$870.61	3.63
4.0 SHOP DRAWING REVIEW									
5.0 CONSTRUCTION SERVICES	219	\$7,968.60	\$12,989.61		\$3,038.94			\$23,997.15	100.00
PROJECT TOTALS	219	\$7,968.60	\$12,989.61		\$3,038.94			\$23,997.15	100.00

EXHIBIT B

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Prairie Avenue
 PROJECT: City of Belleville
 SECTION: 15001
 AGENCY:
 JOB NO.:

DATE: 02/09/15

TASK	SR. PROF. II	PROF. I	JR. PROF.	TECH. II	TOTAL	PAYROLL COST
SUMMARY OF PERSONHOURS	\$57.82	\$35.48	\$27.12	\$33.41		
1.0 FIELD SURVEYS	4	6	21	32	63	\$2,082.80
2.0 INTERSECTION DESIGN STUDIES						
3.0 PROJECT DEVELOPMENT REPORT						
4.0 HYDRAULIC DATA & REPORT						
5.0 DRAINAGE	4		8		12	\$448.24
6.0 UTILITY AGREEMENTS		1	2		3	\$89.72
7.0 SOILS ANALYSIS AND REPORT			8	8	16	\$484.24
8.0 STRUCTURE RPTS / TS & L DRAWINGS / PLAN DEVEL. OUTLINE						
9.0 PRELIMINARY STRUCTURE PLANS						
10.0 PRELIMINARY ROAD DESIGN	11		48		59	\$1,937.78
11.0 FINAL PLANS/ DOCUMENTS	29		27		56	\$2,409.02
12.0 RIGHT OF WAY	3		2		5	\$227.70
13.0 BID ASSISTANCE	5				5	\$289.10
14.0 SHOP DRAWING REVIEW						
15.0 CONSTRUCTION SERVICES						
TOTAL	56	7	116	40	219	\$7,968.60

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: 0
 PROJECT: Prairie Avenue
 SECTION: 0
 AGENCY: City of Belleville
 JOB NO.: 15001

DATE: 02/09/15

TASK	SR. PROF. II	PROF. I	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS	4	6	21	32	63	Prairie Ave. from Wabash Ave. to Garden Blvd.
1.1 establish horizontal control	1	2	4	4	11	
1.1.1 research control location, coordinates, closure route					0	
1.1.2 set control point monuments in field					0	
1.1.3 set control point coordinates/ GPS					0	NAD 83 (1987), GPS derived
1.1.4 traverse between control points in field			4	4	8	Set 5 control points
1.1.5 office calculations/ closure & coordinates	1	2			3	
1.2 establish vertical control	1	2	4	4	11	
1.2.1 research control location, elevations, closure route					0	
1.2.2 set benchmarks monuments in field					0	
1.2.3 set benchmark elevations/ GPS					0	
1.2.4 elevation loop between benchmarks in field			4	4	8	TBMs & Control
1.2.5 office calculations/ closure & elevations	1	2			3	
1.3 establish existing topography	0	2	0	24	26	
1.3.1 locate existing utilities [see 6.1]					0	Tie existing utilities located by JULIE during topo operations.
1.3.2 topo/profile/cross section		2		24	26	Approximate project length = 2,180' Tie existing pavement, castings, side streets, utilities, property.
1.3.3 surveys for hydraulic/drainage studies					0	Not included.
1.4 process survey data for CADD	2	0	13	0	15	
1.4.1 draw existing topo			8		8	Scale: 1"=20'. 500' / sheet = 5 sheets.
1.4.2 create & process TIN					0	Not included.
1.4.3 field review and edit	2		4		6	Field check.
1.4.4 base sheet plot			1		1	
1.5 establish proposed improvement location	0	0	0	0	0	Not included.
2.0 INTERSECTION DESIGN STUDIES	0	0	0	0	0	Not required.
3.0 PROJECT DEVELOPMENT REPORT	0	0	0	0	0	Not required.
4.0 HYDRAULIC DATA & REPORT	0	0	0	0	0	Not required.
5.0 DRAINAGE	4	0	8	0	12	Construct short storm sewer extension. Discharge into existing 72" diameter pipe in Portland Ave.
5.1 storm sewer design	4	0	8	0	12	
5.1.1 storm sewer schematic layout	4		8		12	Assume 12"-18" pipe with 2 inlets.
5.1.2 drainage area computations					0	Not included.
5.1.3 inlet computations / type, size and layout					0	Not included.
5.1.4 storm sewer computations / type and size					0	Not included.
5.1.5 final storm sewer layout					0	Included in item 5.1.1
5.2 culvert design	0	0	0	0	0	Not included.
5.3 ditch design	0	0	0	0	0	Ditch design not included in project scope. Existing roadside drainage to remain as is.

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: 0
 PROJECT: Prairie Avenue
 SECTION: 0
 AGENCY: City of Belleville
 OB NO.: 15001

DATE: 02/09/15

TASK	SR. PROF. II	JR. PROF. I	TECH. II	TOTAL	SCOPE OF WORK
5.0 UTILITY AGREEMENTS	0	1	2	3	
6.1 Utilities	0	1	2	3	
6.1.1 JULIE request for survey		1		1	Locate existing utilities prior to survey.
6.1.2 coordination prints to utilities		2		2	One submittal to utilities to verify potential conflicts.
6.1.3 coordination meetings with utilities				0	Not included.
6.1.4 review utility relocation/ adjustment plans (by utility)				0	Not included.
6.1.5 coordinate relocation plans (by OA) [see 1.8]				0	Not included.
6.1.6 utility agreements				0	Not included.
7.0 SOILS ANALYSIS AND REPORT	0	0	8	8	Determine thickness of existing aggregate base.
7.1 Soils exploration and testing	0	0	8	8	Not included.
7.1.1 soils borings				0	Not included.
7.1.2 soils testing		8	8	16	Soil test required to determine application rate of modifier.
7.2 Soils analysis and report	0	0	0	0	Included in item 7.1.2.
8.0 STRUCTURE RPTS / TS & L DRAWINGS / PLAN DEVEL. OUTLINE	0	0	0	0	Not required.
9.0 PRELIMINARY STRUCTURE PLANS	0	0	0	0	Not required.
0.0 PRELIMINARY ROAD DESIGN	11	0	48	59	Use MFT Policies and Procedures for "Maintenance" Section.
10.1 data collection/ criteria	1	0	8	9	
10.1.1 develop design criteria [see 2.1 & 3.4]	1			1	
10.1.2 develop existing & proposed typical sections [see 3.5]		4	4	4	One existing & one proposed typical section.
10.1.3 develop plan base sheet [see 1.4]		4	4	4	Use EWGW aerial for background of plan sheet
10.1.4 develop existing cross-section elevations				0	Not included.
10.2 horizontal alignment	5	0	20	25	
10.2.1 set centerline location	1	4	4	5	Anticipate series of tangents without curves.
10.2.2 lay out pavement/ shoulders/ medians	1	4	4	5	Proposed alignment to approximate existing conditions.
10.2.3 review intersection/sidewalk ramps [see 2.2]				0	Not included.
10.2.4 lay out entrances/ access roads	3	12	12	15	Match existing side street returns - 12 each. Alley returns & private entrances not included.
10.2.5 review right-of-way requirements				0	Not included.
10.2.6 review utility conflicts				0	Not included.
10.3 vertical alignment	3	0	12	15	
10.3.1 set centerline profile				0	Proposed profile grade line not included.
10.3.2 review intersection/ sidewalk ramps				0	Not included.
10.3.3 review entrances/ access road grades	3	12	12	15	Match existing side street returns - 12 each. Alley returns & private entrances not included.
10.3.4 review storm sewers/ culverts/ ditches [see 5.0]				0	Included in item 5.0.
10.3.5 review utility conflicts				0	Not included.
10.3.6 develop preliminary earthwork				0	Not included.

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: 0
 PROJECT: Prairie Avenue
 SECTION: 0
 AGENCY: City of Belleville
 JOB NO.: 15001

DATE:

02/09/15

TASK	SR. PROF. II	PROF. I	JR. PROF.	TECH. II	TOTAL	SCOPE OF WORK
10.4 preliminary design development	0	0	0	0	0	
10.4.1 pavement analysis & design						No pavement design included for maintenance section. Assume proposed will consist of modifying existing base with 3" HMA overlay.
10.4.2 intersection / sidewalk ramps						Match existing side streets. No sidewalk construction anticipated.
10.4.3 develop construction staging						Not included. Maintain local access only during construction.
10.4.4 guardrail/ barriers requirements						Not required.
10.4.5 signage/ pavement markings						Not included.
10.4.6 utility relocation requirements						Not included.
10.5 preliminary plan development	0	0	4	0	4	
10.5.1 plan- alignment/ stationing/ curve data			2		2	Deflection points only, no curves anticipated.
10.5.2 pavement/ shoulders/ medians/ curbs/ sidewalks						Included in item 10.2.2.
10.5.3 intersections/ sidewalk ramps						Included in items 10.2.3 & 10.3.2 & 10.4.2.
10.5.4 entrances/ access roads						Included in items 10.2.4 & 10.3.3.
10.5.5 guardrail/ barriers						Not required.
10.5.6 bridge approach pavement						Not required.
10.5.7 construction limits						Not included. Anticipate all construction confined to existing ROW.
10.5.8 right-of-way/ owners						Not included.
10.5.9 benchmarks/ control points			2		2	7 control points.
10.5.10 profile- grades/ elevations/ curve data						No profile grade needed. Show proposed PGL about 3" above existing.
10.5.11 storm sewers/ culverts/ ditches [see 5.0]						Included in item 5.0.
10.6 preliminary cross-sections/ earthwork	0	0	0	0	0	Not included.
10.7 submittals	2	0	4	0	6	Only City review included for preliminary plan submittal.
10.7.1 preliminary alignment			1		1	City review only.
10.7.2 preliminary plan			1		1	City review only.
10.7.3 pre-final plan (field check)	2		2		4	City review only.
1.0 FINAL PLANS/ DOCUMENTS	0	0	27	0	56	Use standard plans for MFT maintenance section.
11.1 cover sheet	2	0	4	0	6	
11.1.1 location map/ project limits			1		1	
11.1.2 index of sheets			1		1	
11.1.3 standard drawings index			1		1	
11.1.4 general notes	2		1		3	
11.2 quantities	6	0	12	0	18	
11.2.1 pay items & code numbers	1		2		3	
11.2.2 pavement schedule & quantities	2		4		6	
11.2.3 entrances schedule & quantities						Not included.
11.2.4 storm sewer schedule & quantities	1		2		3	
11.2.5 pavement markings schedule & quantities						Not included.

ESTIMATE OF PERSON HOURS

FIRM: DATES ASSOCIATES, INC.
 ROUTE: 0
 PROJECT: Prairie Avenue
 SECTION: 0
 AGENCY: City of Belleville
 JOB NO.: 15001

DATE: 02/09/15

TASK	SR. PROF. II	JR. PROF. I	TECH. II	TOTAL	SCOPE OF WORK
11.2.6 removals schedule & quantities				0	Not included.
11.2.7 earthwork schedule & quantities				0	Not included.
11.2.8 other schedules & quantities				0	None included.
11.2.9 summary of quantity schedule	2	4		6	
11.3 typical sections	0	0	0	0	
11.3.1 existing typical sections				0	Included in item 10.1.2.
11.3.2 proposed typical sections				0	Included in item 10.1.2.
11.3.3 structural pavement design				0	Not included. See item 10.4.1.
11.4 construction detail sheets	0	0	0	0	
11.4.1 side streets & entrances				0	Not included. Information to be included on plan sheets. Detailed intersection warping plans not included.
11.4.2 pavement details				0	Not included.
11.4.3 special ditches				0	Not included.
11.4.4 drainage structures				0	Not included.
11.4.5 retaining walls				0	Not included.
11.4.6 guardrail/ barriers				0	Not included.
11.4.7 survey tie points				0	Not included.
11.5 intersection/ interchange sheets	0	0	0	0	
11.6 maintenance of traffic	0	0	4	4	Close road to through traffic. Maintain local traffic throughout.
11.6.1 develop construction staging				0	Not included.
11.6.2 staging layout and notes				0	Not included.
11.6.3 staging details				0	Not included.
11.6.4 detour plans				0	Not included.
11.6.5 traffic control plans		4		4	One sheet to show location of advance warning signs.
11.7 traffic signal plans	0	0	0	0	Not required.
11.8 speciality plan sheets	0	0	0	0	None anticipated.
11.8.1 pavement markings				0	Not included.
11.8.2 signing plans				0	Not included.
11.8.3 lighting plans				0	Not included.
11.8.4 utility relocation plans				0	Not included.
11.8.5 landscape plans				0	Not included.
11.9 road plan/profile sheets	0	0	0	0	
11.9.1 plan- alignment/ stationing/ curve data				0	Included in item 10.5.1.
11.9.2 pavement/ shoulders/ medians				0	Included in item 10.5.2.
11.9.3 intersections/ interchanges				0	Included in item 10.5.3.
11.9.4 entrances/ access roads				0	Included in item 10.5.4.
11.9.5 guardrail/ barriers				0	Included in item 10.5.5.
11.9.6 storm sewers/ culverts/ ditches				0	Included in item 5.0.
11.9.7 construction limits				0	Not included.
11.9.8 right-of-way/ owners				0	Not included.

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: 0
 PROJECT: Prairie Avenue
 SECTION: 0
 AGENCY: City of Belleville
 JOB NO.: 15001

DATE:

02/09/15

TASK	SR. PROF. II	JR. PROF. I	JR. PROF. II	TECH. II	TOTAL	SCOPE OF WORK
11.9.9 benchmarks/ control points					0	Included in item 10.5.9.
11.9.10 profile- grades/ elevations/ curve data					0	Included in item 10.5.10.
11.9.11 cross-references					0	Not included.
1.10 cross sections	0	0	0	0	0	Not included.
1.11 structure plans	0	0	0	0	0	Not required.
1.12 contract documents	14	0	0	0	14	
11.12.1 check sheets - recurring special provisions	1				1	
11.12.2 BDE special provisions	2				2	
11.12.3 LR special provisions	1				1	
11.12.4 contract specific special provisions	4				4	
11.12.5 estimate of time	2				2	
11.12.6 unit cost					0	Not included.
11.12.7 estimate of cost	4				4	
1.13 bidding documents	3	0	0	0	3	
11.13.1 notice to contractors	1				1	
11.13.2 proposal	1				1	
11.13.3 schedule of prices	1				1	
1.14 final PS&E submittal	4	0	7	0	11	IDOT review & approval required.
11.14.1 plot and assemble final plans	2		2		4	Includes 2 submittals - Prefinal & Final.
11.14.2 copy and review final CADD files					0	Not included.
11.14.3 copy and assemble computations			1		1	Copy base quantity calculation worksheets to City.
11.14.4 copy and assemble contract documents			2		2	Provide 10 copies to City for bidding & construction.
11.14.5 final submittal and close-out	2		2		4	Includes effort to address minimal pre-final PS&E review comments.
2.0 RIGHT OF WAY	3	0	2	0	5	Determine approximate existing ROW limits.
12.1 Right-of-way survey	3	0	2	0	5	
12.1.1 research record information	1				1	Use County Tax Maps (Sidwell & Chicago Title Atlas).
12.1.2 review title reports/ ownership reports					0	Not included.
12.1.3 review locations in field/ set survey limits					0	Not included.
12.1.4 locate and tie existing monumentation					0	Locate some property pins to determine approximate ROW. Included in item 1.3.2.
12.1.5 review monumentation against records					0	Not included.
12.1.6 supplemental field monumentation					0	Not included.
12.1.7 establish property lines/ ROW	2		2		4	Approximate existing ROW limits only.
12.2 plats, plans, descriptions for ROW acquisition	0	0	0	0	0	Not included.
12.2.1 set proposed ROW (lines)					0	No proposed ROW anticipated.
12.3 submittals	0	0	0	0	0	Not included.
12.4 stake proposed ROW					0	Not included.

XHIBIT B

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: 0
 PROJECT: Prairie Avenue
 LOCATION: 0
 AGENCY: City of Belleville
 JOB NO.: 15001

DATE: 02/09/15

TASK	SR. PROF. III	PROF. I	JR. PROF. II	TECH. II	TOTAL	SCOPE OF WORK
13.0 BID ASSISTANCE	5	0	0	0	5	
13.1 coordination	2				2	Answer questions from bidders.
13.2 pre-bid meeting					0	Not included.
13.3 bid opening	1				1	Attend one bid opening.
13.4 bid tabulation & recommendation of award	2				2	
14.0 SHOP DRAWING REVIEW	0	0	0	0	0	Not anticipated.
15.0 CONSTRUCTION SERVICES	0	0	0	0	0	Not included. May be negotiated later.
TOTAL	56	7	116	40	219	
	25.6%	3.2%	53.0%	18.3%	100.0%	

PROJECT SCHEDULE

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Prairie Avenue
 PROJECT: City of Belleville
 SECTION: 15001
 AGENCY:
 JOB NO.:

TASK	(days)	2015														
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC			
FIELD SURVEYS	(63)															
INTERSECTION DESIGN STUDIES																
PROJECT DEVELOPMENT REPORT																
HYDRAULIC DATA & REPORT																
DRAINAGE	(12)															
UTILITY AGREEMENTS	(3)															
SOILS ANALYSIS AND REPORT	(16)															
STRUCTURE RPTS / TS & L DRAWINGS /																
PRELIMINARY STRUCTURE PLANS																
PRELIMINARY ROAD DESIGN	(59)															
FINAL PLANS/ DOCUMENTS	(56)															
RIGHT OF WAY	(5)															

2015

PROJECT
LIMITS

PRAIRIE AVENUE
FROM WABASH AVENUE TO GARDEN BOULEVARD

OATES ASSOCIATES, INC.
PROJECT NO. 15001
DATE 2/5/2015

DESCRIPTION: Modify existing aggregate/oilmat base with cement or fly ash and resurface with 3" hot mix asphalt surface course. Project length is approximately 2,180 feet (0.413 miles). Improvements also include minor drainage work. No curb, sidewalk, or widening improvements are anticipated.

ESTIMATE OF PROBABLE CONSTRUCTION COST 2015 DOLLARS

QTY.	UNIT	ITEM	UNIT PRICE	COST
0	UNIT	TREE REMOVAL	\$35	\$ -
0.0	ACRE	TREE REMOVAL	\$10,000	\$ -
0	CU YD	EARTH EXCAVATION	\$10	\$ -
0	CU YD	FURNISHED EXCAVATION	\$20	\$ -
70	CU YD	TRENCH BACKFILL	\$35	\$ 2,450
1.3	ACRE	SEEDING	\$1,500	\$ 1,950
350	POUND	FERTILIZER (N,P2O5, K2O)	\$2	\$ 700
1.3	ACRE	MULCH, METHOD 2	\$1,500	\$ 1,950
440	SQ YD	EROSION CONTROL BLANKET	\$0	\$ -
0	FOOT	PERIMETER EROSION BARRIER	\$0	\$ -
2	EACH	INLET AND PIPE PROTECTION	\$150	\$ 300
0	SQ YD	STONE RIPRAP	\$30	\$ -
0	SQ YD	FILTER FABRIC	\$0	\$ -
6,300	SQ YD	PROCESSING SOIL-CEMENT BASE COURSE, 6"	\$9	\$ 56,700
120	TON	CEMENT (SOIL MODIFIER)	\$50	\$ 6,000
0	SQ YD	SUBBASE GRANULAR MATERIAL, TYPE A 4"	\$5	\$ -
0	SQ YD	AGGREGATE BASE COURSE, TYPE A 8"	\$0	\$ -
0	SQ YD	HOT-MIX ASPHALT BASE COURSE, TYPE A 8"	\$0	\$ -
200	SQ YD	REPAIR UNSTABLE SUBBASE	\$50	\$ 10,000
0	SQ YD	AGGREGATE SURFACE COURSE, TYPE A 6"	\$0	\$ -
0	TON	AGGREGATE FOR TEMPORARY ACCESS	\$30	\$ -
0	GALLON	BITUMINOUS MATERIALS (PRIME COAT)	\$1	\$ -
0	TON	AGGREGATE (PRIME COAT)	\$50	\$ -
0	TON	LEVELING BINDER (MACHINE METHOD)	\$85	\$ -
0	TON	HMA BINDER COURSE	\$85	\$ -
980	TON	HMA SURFACE COURSE	\$90	\$ 88,200
0	SQ YD	HMA PAVEMENT (FULL-DEPTH), 10"	\$45	\$ -
0	TON	INCIDENTAL HMA SURFACING	\$150	\$ -
0	SQ YD	PCC PAVEMENT 8"	\$50	\$ -
0	SQ YD	PAVEMENT FABRIC	\$5	\$ -
0	SQ YD	PCC DRIVEWAY PAVEMENT, 6 INCH	\$50	\$ -
0	SQ FT	PCC SIDEWALK 4 INCH	\$5	\$ -
0	SQ FT	DETECTABLE WARNINGS	\$30	\$ -
0	SQ YD	PAVEMENT REMOVAL	\$0	\$ -
0	SQ YD	HMA SURFACE REMOVAL, 2"	\$4	\$ -
0	SQ YD	DRIVEWAY PAVEMENT REMOVAL	\$10	\$ -
0	FOOT	CURB AND GUTTER REMOVAL	\$8	\$ -
0	SQ FT	SIDEWALK REMOVAL	\$2	\$ -
0	SQ YD	PAVED SHOULDER REMOVAL	\$10	\$ -
0	SQ YD	PAVEMENT PATCHING, 8 INCH	\$150	\$ -
0	FOOT	STRIP REFLECTIVE CRACK CONTROL TREATMENT	\$2	\$ -
480	SQ YD	AGGREGATE SHOULDERS, 6"	\$30	\$ 14,400
0	SQ YD	HMA SHOULDERS, 8"	\$40	\$ -
0	FOOT	PIPE CULVERT REMOVAL	\$10	\$ -
0	L SUM	STRUCTURES	\$0	\$ -
0	FOOT	PRECAST CONCRETE BOX CULVERTS (SIZE)	\$300	\$ -
0	FOOT	PIPE CULVERTS	\$40	\$ -
0	EACH	END SECTIONS	\$200	\$ -
0	EACH	PRECAST REINFORCED CONCRETE FLARED END SECTIONS	\$500	\$ -
200	FOOT	STORM SEWERS	\$40	\$ 8,000
0	FOOT	STORM SEWER REMOVAL	\$10	\$ -
0	FOOT	PIPE DRAINS 4"	\$25	\$ -
0	EACH	MANHOLES, TYPE A	\$2,000	\$ -
2	EACH	INLETS, TYPE A	\$1,000	\$ 2,000
0	EACH	INLETS, TYPE B	\$1,200	\$ -
0	EACH	MANHOLES TO BE ADJUSTED	\$500	\$ -
0	EACH	INLETS TO BE ADJUSTED	\$500	\$ -
5	EACH	FRAMES AND LIDS TO BE ADJUSTED	\$500	\$ 2,500
0	FOOT	CONCRETE GUTTER	\$20	\$ -
0	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	\$18	\$ -
0	FOOT	STEEL PLATE BEAM GUARDRAIL	\$35	\$ -
0	L SUM	MOBILIZATION	4%	\$ -
1	L SUM	TRAFFIC CONTROL AND PROTECTION	\$5,000	\$ 5,000
0	SQ FT	SIGN PANEL	\$40	\$ -
0	FOOT	METAL POST	\$20	\$ -
0	SQ FT	PAVEMENT MARKING - LETTERS AND SYMBOLS	\$3	\$ -
0	FOOT	PAVEMENT MARKING - LINE 4"	\$1	\$ -
0	FOOT	PAVEMENT MARKING - LINE 6"- 24"	\$3	\$ -
0	FOOT	DETECTOR LOOP, TYPE I	\$8	\$ -
0	L SUM	TRAFFIC SIGNAL SYSTEM (COMPLETE)	\$150,000	\$ -
0	SQ YD	PRECAST MODULAR BLOCK WALL	\$40	\$ -
0	SQ YD	PAVEMENT IMPRINTING	\$40	\$ -
			SUBTOTAL	\$ 200,000
			CONTINGENCY	5% \$ 10,000
			INFLATION	0.0% \$ -
TOTAL ESTIMATED CONSTRUCTION COST INCLUDING LABOR, MATERIALS & PROFIT				\$ 210,000
0%	PRELIMINARY ENGINEERING - PHASE 1		\$	\$ -
11.4%	PRELIMINARY ENGINEERING - PHASE 2		\$	\$ 24,000
0%	CONSTRUCTION ENGINEERING - PHASE 3		\$	\$ -
	RIGHT OF WAY DOCUMENTS, APPRAISALS, NEGOTIATION & ACQUISITION		\$	\$ -
	UTILITY ADJUSTMENT/RELOCATION		\$	\$ -
TOTAL ESTIMATED PROJECT COST				\$ 234,000

Prepared by: _____ Date: _____

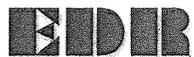
Checked by: _____ Date: _____

ROUTE 15 NORTH
Redevelopment Project Area
Tax Increment Financing (TIF)

ELIGIBILITY STUDY

City of Belleville, Illinois

February 25, 2015



Economic Development Resources
St. Louis, Missouri

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SECTION I

BASIS FOR FINDING AS A BLIGHTED AREA

A. Introduction

A Redevelopment Project Area, according to the Tax Increment Allocation Redevelopment Act (the "Act"; 65 ILCS 5/11-74.4-1 et. seq.), is that area designated by a municipality (City, Village, or incorporated town) in which the finding is made that there exist conditions which cause the area to be classified as a "blighted area", "conservation area", combination of "blighted" and "conservation" areas, or an "Industrial park conservation area". The proposed Route 15 North Redevelopment Project Area (the "Area") contains one undeveloped parcel located within the City of Belleville (the "City"). The position of the approximately 45 acre Area is illustrated on **Exhibit A - Boundary Map**. The Area is generally located north and east of the intersection of Demazenod Dr. and State Route 15.

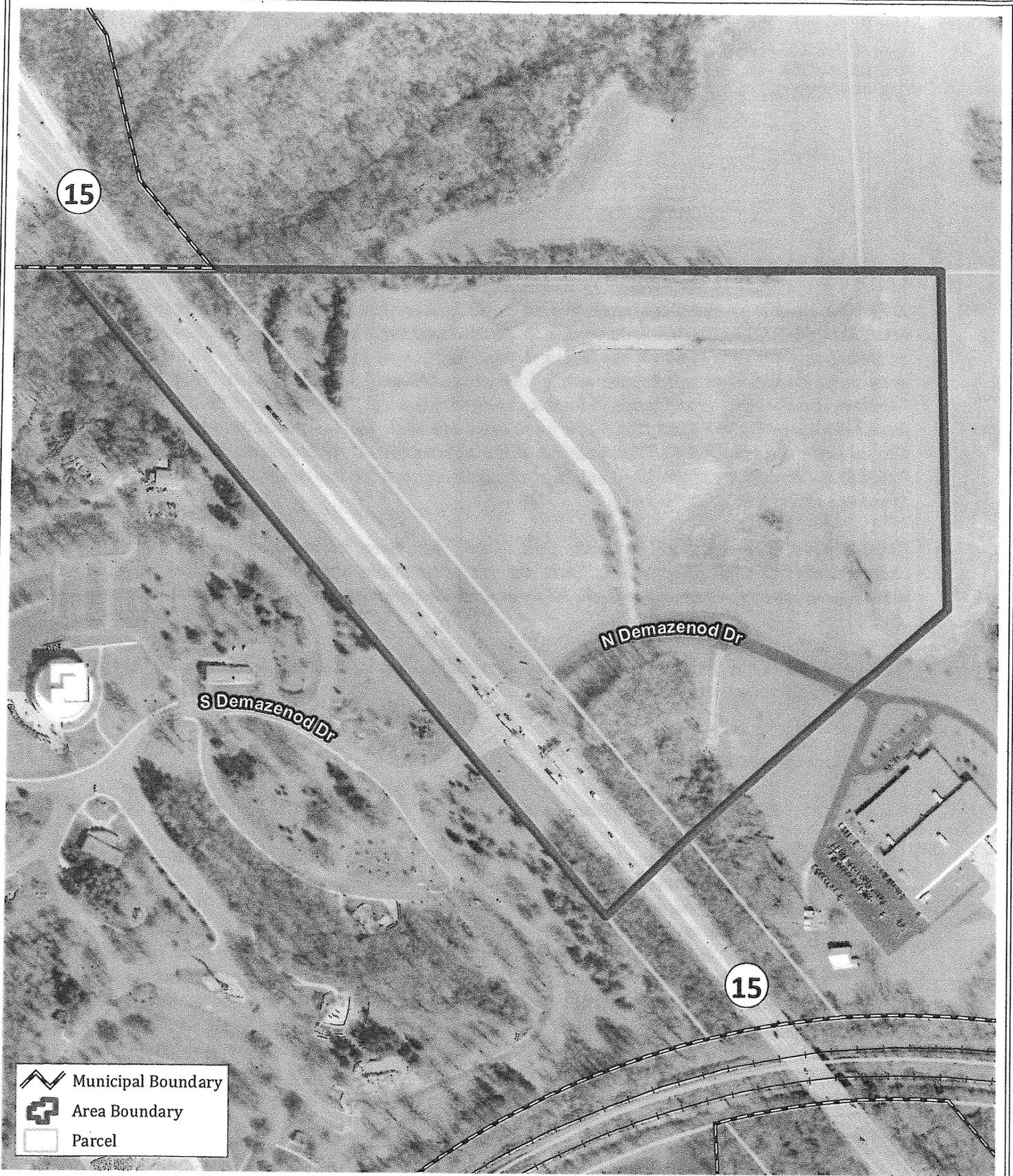
This portion of the City of Belleville (the "City") has been found to meet the eligibility requirements as a "blighted area." Thus, the entire boundary encloses a section of the City which meets the requirements for eligibility as a Redevelopment Project Area, as found in the Act.

The criteria and the individual factors that were utilized in conducting the evaluation of the physical conditions in the Area are outlined below.

B. Statutory Qualifications

1. Eligibility of a Blighted Area

"Blighted area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light, or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; environmental clean-up; lack of community planning, the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5



Route 15 North Redevelopment Project Area
 Tax Increment Financing Eligibility Study
 City of Belleville, Illinois

EDDR
 Economic Development Resources



0 500 1,000 Feet

EXHIBIT A Boundary Map

calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated. If vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains: obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities; diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development; tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years; deterioration of structures or site improvements in neighboring areas adjacent to the vacant land; the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area; the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated. Or, if vacant, the sound growth of the redevelopment project area is impaired by one of the following factors that (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains: the area consists of one or more unused quarries, mines, or strip mine ponds; the area consists of unused rail yards, rail tracks, or railroad rights-of-way; the area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding; the area consists of an unused or illegal disposal

site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites; prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose; the area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

2. Eligibility of a Conservation Area

A conservation area means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light, or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area; the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

3. Eligibility of an Industrial Park Conservation Area

“Industrial park conservation area” means an area within the boundaries of a redevelopment project area located within the territorial limits of a municipality that is a labor surplus municipality or within 1 1/2 miles of the territorial limits of a municipality that is a labor surplus municipality if the area is annexed to the municipality; which area is zoned as industrial no later than at the time the municipality

by ordinance designates the redevelopment project area, and which area includes both vacant land suitable for use as an industrial park and a blighted area or conservation area contiguous to such vacant land.

C. Investigation and Analysis of Blighting Factors

In determining whether or not the Area meets the eligibility requirements of the Act, various methods of research and field surveys were utilized. These included:

1. Contacts with individuals knowledgeable as to conditions and history of, and within, this portion of the City; age of buildings and site improvements; development patterns; real estate matters and related items. Existing information related to public utilities in this portion of the City was also reviewed, as was information regarding the City on file with St. Clair County, Illinois American Water and Stookey Township Sanitary District;
2. Research of the condition of site improvements, streets, utilities, etc. within the Area;
3. On-site field examination of the conditions within the Area by the staff of Economic Development Resources L.L.C.;
4. Use of the definitions of the factors enumerated in Sections B. 1, 2, and 3, (above) found in 65 ILCS/5-11-74.4-3 et seq.;
5. Review of the findings and determinations established by the Illinois General Assembly in establishing tax increment financing. These include:
 - i. There exists in many Illinois municipalities, areas that are blighted or conservation areas, within the meaning of the TIF statute;
 - ii. The eradication of blighted areas and the treatment of conservation areas by redevelopment projects are essential to the public interest;
 - iii. In order to promote and protect the health, safety, morals and welfare of the public, blighted conditions need to be eradicated and conservation measures instituted; and,
 - iv. To remove and alleviate adverse conditions, it is necessary to encourage private investment by the creation of redevelopment project areas.

To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. To this end, the City has prepared an analysis of the eligibility of the Area for tax increment financing.

D. Analysis of Conditions in the Area

In making the determination of eligibility of the Area for tax increment financing, it is not required that each and every property or building in such an area be blighted or otherwise qualify. In this determination of eligibility, it is the area as a whole that must be determined to be eligible.

For an improved blighted area, five or more statutory “factors” must be present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and reasonably distributed throughout the improved part of the area. For a vacant blighted area, two or more statutory “factors” or one stand-alone “factor” must be present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains. For a conservation area, the area must be improved and 50% or more of the structures in the Area must be at least 35 years of age and three such “factors” must be present.

The findings, outlined below, demonstrate that the Area is a “blighted area” as defined in the Act.

E. Review of Qualifications of the Area

1. Determination of “Vacancy”

Undeveloped property must first be found to be “vacant land” in order to be eligible for tax increment financing. “Vacant land” means any parcel or combination of parcels of real property without industrial, commercial, and residential buildings which has not been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, unless the parcel is included in an industrial park conservation area or the parcel has been subdivided; provided that if the parcel was part of a larger tract that has been divided into 3 or more smaller tracts that were accepted for recording during the period from 1950 to 1990, then the parcel shall be deemed to have been subdivided, and all proceedings and actions of the municipality taken in that connection with respect to any previously approved or designated redevelopment project area or amended redevelopment project area are hereby validated and hereby declared to be legally sufficient for all purposes of this Act. Under the Act, and only for land subject to the subdivision requirements of the Plat Act, land is subdivided when the original plat of the proposed Redevelopment Project Area or relevant portion thereof has been properly certified, acknowledged, approved, and recorded or filed in accordance with the Plat Act and a preliminary plat, if any, for any subsequent phases of the proposed Redevelopment Project Area or relevant portion thereof has been properly approved and filed in accordance with the applicable ordinance of the municipality. Once found to be “vacant land”, such property may be found to be a “blighted area” on the basis of those factors and conditions described previously.

The undeveloped parcel within the Area is without industrial, commercial, and residential buildings, and research into records of the Recorder's Office of St. Clair County, Illinois shows that it has been subdivided and therefore meets the definition of "vacant land". **Exhibit B - Existing Land Use** identifies the vacant land within the Area.

2. Determination of Blight

Once determined to be "vacant land", an area may qualify as a "blighted area" if the sound growth of the redevelopment project area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains. Such factors include:

- a. **Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.**

The platting of the vacant land is obsolete in that it failed to create rights-of-way for streets or alleys.

- b. **Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.**

This factor was not found.

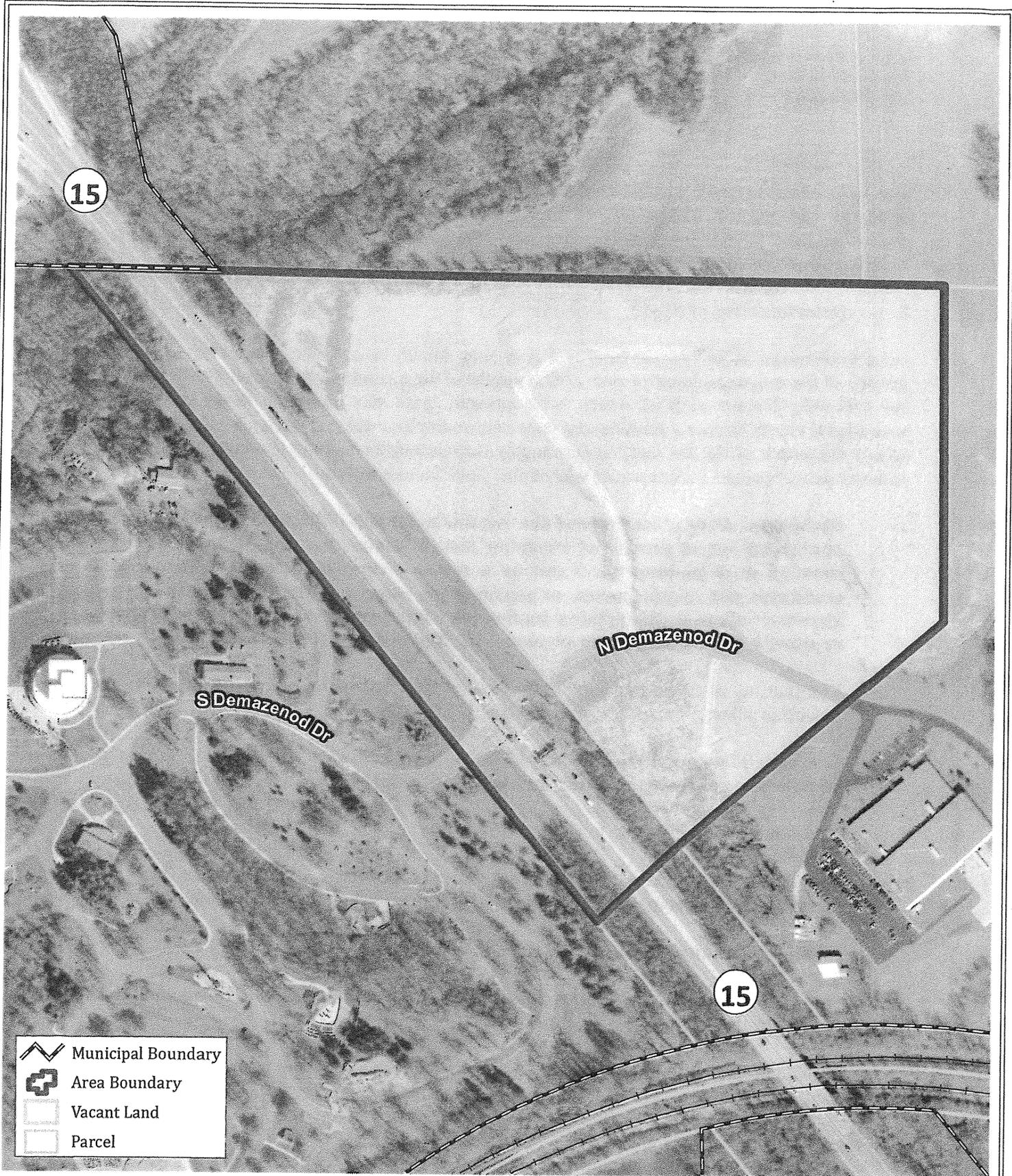
- c. **Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.**

This factor was not found.

- d. **Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.**

If structures or site improvements in neighboring areas adjacent to the vacant land are found to be deteriorated (within the guidelines otherwise set forth for deterioration of a blighted area or conservation area), this factor may be found to be present.

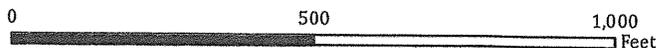
Field survey of building and site conditions found structures and site improvements adjacent to the vacant land that had major defects in their secondary, and in some instances, their primary, building components. The field survey found instances of



Route 15 North Redevelopment Project Area
 Tax Increment Financing Eligibility Study
 City of Belleville, Illinois

EDR
 Economic Development Resources

EXHIBIT B Existing Land Use



rotted, cracked, missing, broken and rusted gutters, downspouts, fascia, soffits, walls, windows and door frames. Examples of this condition include, but are not limited to, those enumerated below and those shown in **Appendix 1 – Photo Appendix**:

- The exterior of the red metal barn south of the Missionary Association of Mary Immaculate building (9480 N. Demazenod Dr.) is rusted, dented, rotted, cracked and molding; there are no gutters or downspouts on the structure; roof shingles are missing, including the cap on the roof line; the roof line has become detached from the building; wood building elements (fascia, soffits and baseboards) are rotted throughout; there are holes in the exterior of the building; windows on the structure are broken and/or missing; there is evidence of bird nesting in the fascia and soffits; and the concrete foundation is visibly cracked and crumbling;
- The residence at 259 Oblate Ln. is dilapidated; the gutters are falling off and there are holes in the fascia and soffits; all metal elements on the residence (awning, support columns, door and window frames, handrails and guardrails) are rusted throughout; all wood elements (door and window frames) are rotted throughout; exterior light standards are broken; exterior siding panels are cracked; the concrete front porch and stairs are chopped, cracked and crumbling concrete, missing major components, revealing rusted metal rebar underneath; the metal guardrail on the front porch has fallen over; there is extensive water damage on the front foundation and siding panels; interior ceiling tiles are cracked, crumbled and have collapsed throughout, lying shattered on the floor, revealing rotted wood framing materials in the ceilings; and interior walls and wood paneling are warped, rotted, water damaged and covered in mold;
- The exterior of the Missionary Association of Mary Immaculate (9480 N. Demazenod Dr.) is cracked and damaged; the metal access door on the back of the building is rusted throughout, as are the metal stairs, railings and dock; the building exterior on the east side surrounding the loading bay doors is cracked, rusted and damaged; and the fabric protection surrounding the loading bay doors is ripped, exposing the building components;
- The ceiling of the Shrine Hotel (451 S. Demazenod Dr.) has separated from the walls; interior ceiling tiles are cracked, molded and water damaged; interior bricks inside the front door are damaged; and electrical outlets are hanging from the ceiling panels;
- The roof of the National Shrine of Our Lady of the Snows Visitor’s Center, Restaurant and Gift Shop (442 S. Demazenod Dr.) is flat and rubberized, causing excess water damage in interior ceiling panels and walls; exterior doors are rusted; vents in the ceiling panels are rusted and molded; interior ceiling panels are water damaged and are holed throughout; pipes in the ceiling panels are water damaged, with paper coming off the pipe and torn insulation padding exposed; interior walls are rotted, cracked, settling, molded and water damaged;

there are holes in interior walls in loading bay areas, storage rooms and kitchens, open to the elements; loading bay doors are dented; padded protection strips surrounding the loading bay doors are torn; interior floors, baseboards and asbestos floor tiles are cracked and peeling; interior baseboard trimming is coming apart from the floor, exposing building components underneath;

- Maintenance buildings on the National Shrine of Our Lady of the Snows property (442 S. Demazenod Dr.) have rotting wood support columns; the exterior panels on the hangar style building are rusted, cracked, and dented and have holes in the exterior, open to the elements; parapet caps are damaged and missing; and interior ceiling panels and cinderblock, plaster and wood walls are cracked;
- The residence at 9977 Old St. Louis Rd. is dilapidated; doors and windows are missing or broken throughout; all wood building elements (including all door and window frames) are rotted throughout; siding panels are cracked and missing, revealing insulation padding underneath; the interior plaster wall is cracked and torn, revealing the inside of the building framing and insulation padding; there are holes in the floor, open to the basement below; the entire basement ceiling has collapsed; floor tiles are missing; metal garage door elements are broken, dented and dangling from the frame; and counters have fallen down in the kitchen; windows have been boarded;
- The exterior of the barn structure at 9975 Old St. Louis Rd. is dented throughout, including loading door framing and downspouts; gutters are cracked, molded and eroded, draining storm water down the side of the structure and onto the building foundation below; there are holes and exposed wiring on the building exterior; there is a stationary truck trailer attached to the east side of the structure, completely rusted throughout (and doors rusted shut) with holes in the exterior; ceiling panels and insulation padding are hanging from the interior rafters;
- The residence at 7648-7656 Chase Ln. is dilapidated from fire damage; the roof has collapsed into the interior of the building; gutters are burned and dangling from the roof line; downspouts are either dented and hanging from the wall or missing throughout; fascia and soffits are burned and falling down; doors and windows are missing throughout; some doors and windows have been boarded; walls have burned through, missing paneling in places, exposing the insulation; exterior metal elements are rusted; exterior wood elements are rotted; and the wood garage door is non-functional and missing most of its front paneling.

Deterioration in site improvements adjacent to the vacant land are shown in the surface cracking, crumbling, depressions and potholes in the concrete and/or gravel of the parking lots, driveways, storage areas (some with protruding weeds and grass) of 442 S. Demazenod Dr., 9480 N. Demazenod Dr., 7648-7656 Chase Ln., 9541 Church Circle Dr., 259 Oblate Ln., 451 S. Demazenod Dr., and 7610 Chase Ln., in the private roadways of S.

Demazenod Dr. and N. Demazenod Dr., and in the public rights-of-way of State Route 15, Chase Ln. and State Route 157.

Rotted and leaning wood fences, rusted and dented metal fences and protective bollards, rotted railroad ties, and pools of standing water are also present on properties adjacent to the vacant land, including, but not limited to, 7648-7656 Chase Ln., 9480 N. Demazenod Dr., 7610 Chase Ln. and 259 Oblate Ln.

- e. **The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.**

This factor was not found.

- f. **The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.**

Table 1 – Change in Equalized Assessed Value (2008 – 2013) shows that the total equalized assessed value of the Area is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor for 3 of the last 5 calendar years prior to the year in which the Area is designated.

3. Determination of “Stand Alone” Factors

Such vacant land may also be found to be “blighted” if the sound growth of the redevelopment project area is impaired by one of the following factors that (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) is reasonably distributed throughout the vacant part of such area to which it pertains. Such factors include:

- a. **The area consists of one or more unused quarries, mines, or strip mine ponds;**

The *Directory of Coal Mines in Illinois 7.5-Minute Quadrangle Series French Village Quadrangle St. Clair County* provided by the Illinois State Geological Survey (ISGS) and the Illinois Department of Natural Resources (IDNR) shows that more than 25% of the

TABLE 1
CHANGE IN EQUALIZED ASSESSED VALUE 2008-2013

Time Frame	Area	Balance of the City	Consumer Price Index (CPI)
Between 2008 and 2009	0.00%	0.53%	-0.36%
Between 2009 and 2010	0.00%	-2.22%	1.64%
Between 2010 and 2011	0.00%	-2.89%	3.16%
Between 2011 and 2012	0.00%	-4.24%	2.07%
Between 2012 and 2013	0.00%	-4.57%	1.46%

Note: **BOLD** represents the Time Frame where the equalized assessed value has either declined for 3 of the last 5 calendar years, is increasing at an annual rate less than the balance of the City or is increasing at an annual rate that is less than the CPI.

Sources:

- St. Clair County Clerk
- United States Bureau of Labor Statistics

Area is located within an “indefinite underground coal mine boundary”, with the remainder of the Area situated within the “underground mine proximity region”. See **Exhibit C – Unused Mine**.

- b. The area consists of unused rail-yards, rail tracks, or railroad rights-of-way;**

This factor was not found.

- c. The area, prior to its designation, is subject (i) to chronic flooding which adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency, or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding;**

The Area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area as certified by Ms. Geri E. Boyer, P.E. of Kaskaskia Engineering, LLC. (see **Appendix 2 – Letter from Registered Professional Engineer**).

- d. The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites;**

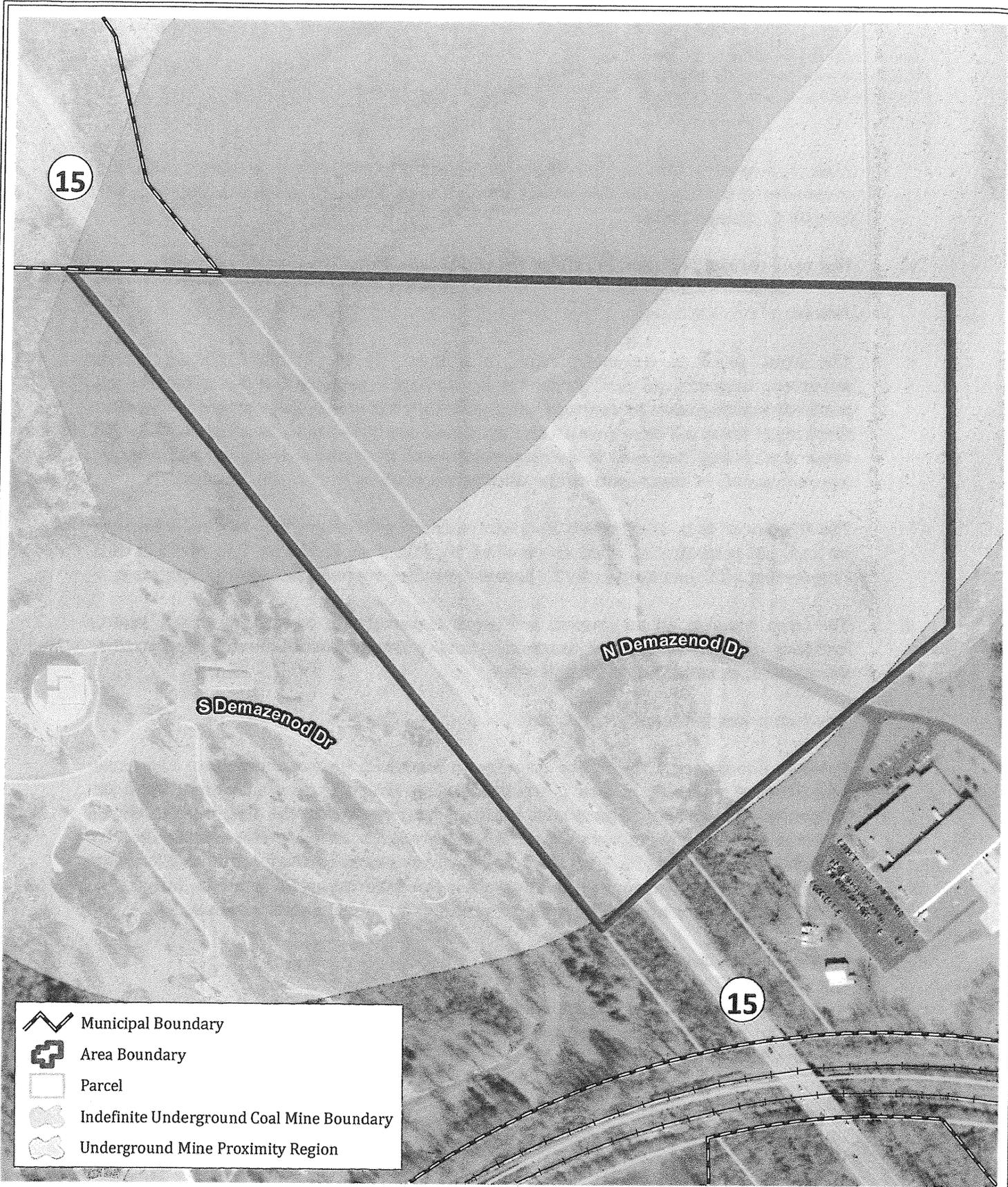
This factor was not found.

- e. Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in 65 ILCS 5/11-74.4-3 (a) (1), the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose;**

This factor was not found.

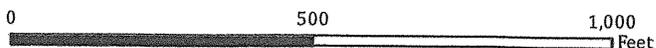
- f. The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area;**

This factor was not found.



Route 15 North Redevelopment Project Area
 Tax Increment Financing Eligibility Study
 City of Belleville, Illinois

EXHIBIT C Unused Mine



SECTION II

SUMMARY

The undeveloped parcel within the Area is without industrial, commercial, and residential buildings, and research into records of the Recorder's Office of St. Clair County, Illinois shows that it has been subdivided and therefore meets the definition of "vacant land". The Area then qualifies as a "blighted area" as the sound growth of the Area is impaired by the combination of three factors (obsolete platting, deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, and lack of growth in equalized assessed value) as well as two "stand alone" blighting factors (unused mine and chronic flooding), all of which are clearly present within the intent of the Act and are reasonably distributed throughout the vacant part of the Area to which they pertain.

APPENDICES

APPENDIX 1

Photo Appendix

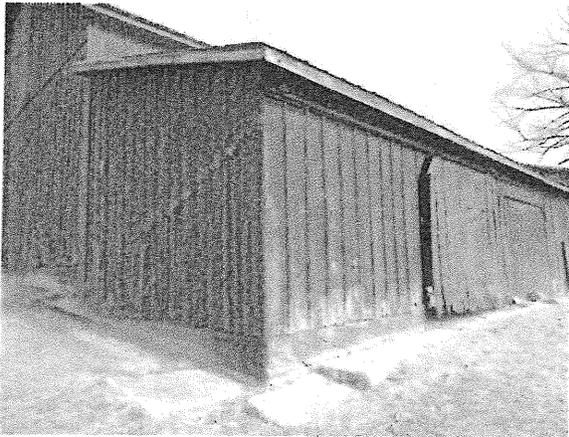
Route 15 North Redevelopment Project Area
Tax Increment Financing Eligibility Study
City of Belleville, Illinois



Water damage, mold/mildew and collapsed ceilings



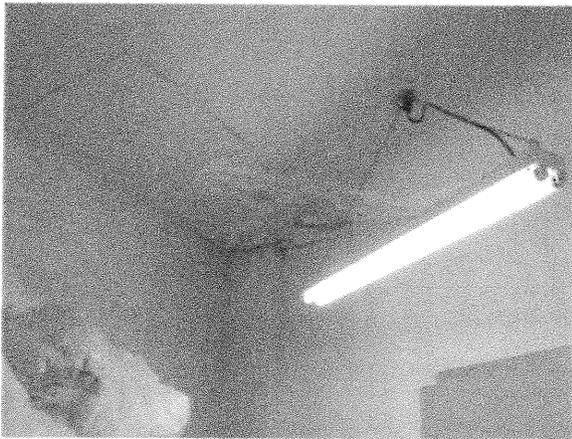
Water damage and cracks in building foundation



Cracked rotting wood and crumbling foundation



Rusted metal stairs and cracked building exterior



Cracked, molding and water damaged ceiling



Rusted trailer attached to primary building

Route 15 North Redevelopment Project Area
Tax Increment Financing Eligibility Study
City of Belleville, Illinois



Water damage, missing ceiling tiles and torn insulation



Holes in exterior walls and broken windows



Collapsed ceiling, broken windows, exposed insulation



Holes in main floor of building to basement



Holes in floors and exterior walls, broken tiling



Cracked, chopped and crumbling road and median

APPENDIX 2

Letter from Registered Professional Engineer

Kaskaskia

Engineering Group, LLC

208 East Main Street
Suite 100
Belleville, Illinois 62220
618.233.5877 phone
618.233.5977 fax

January 21, 2015

The Honorable Mark Eckert
City of Belleville
101 South Illinois Street
Belleville, IL 62220

RE: Engineer's Certification Letter
Shrine of Our Lady of the Snows
Belleville, Illinois
KEG No. 13-1061.00

Dear Mayor Eckert:

Please let this letter serve as the professional engineer's certification that the area proposed to be included in the Route 15 North Tax Increment Financing (TIF) is subject to chronic flooding which adversely impacts on real property in the area. Such flooding impairs the sound growth of this area.

If you have any questions or need additional information, please feel free to contact Todd Reyling, P.E. with our office at 618.233.5877.

Respectfully,

KASKASKIA ENGINEERING GROUP, LLC



Geri E. Boyer, P.E.
Manager



Economic Development Resources
200 South Hanley Road
Suite #601
St. Louis, Missouri 63105

Route 15 North Business District

BUSINESS DISTRICT PLAN

City of Belleville, Illinois

February 25, 2015



Economic Development Resources
St. Louis, Missouri

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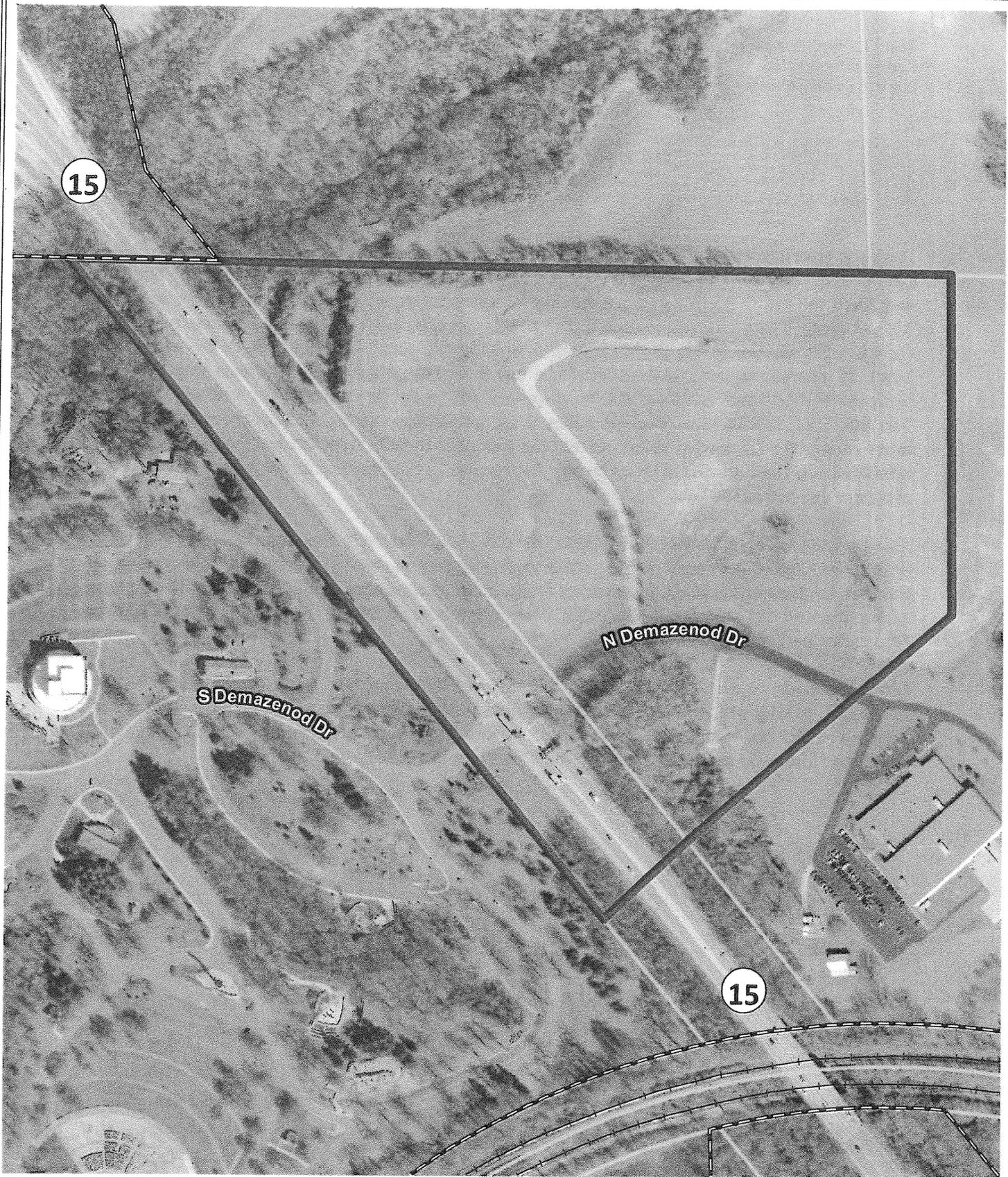
SECTION I

INTRODUCTION

Business districts are authorized by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq., the Business District Development and Redevelopment Law (the "Law"). The Law sets forth the requirements and procedures for establishing a business district and a business district plan. The purposes of such a plan are to provide a document that demonstrates that the business district meets the definition of a "Blighted area" (as that term is defined in the Law), to provide actions and activities to eradicate the blighting conditions found in the business district, and assist in the development and redevelopment of the business district. The business district plan also identifies those activities, sources of funds, procedures and other requirements needed to implement the plan and use the sales tax and hotel/motel taxes raised within the business district to pay for certain "Business district project costs", as such costs are defined in the Law.

The proposed Route 15 North Business District (the "District") contains one parcel located within the City of Belleville. The position of this approximately 45 acre District is shown on **Exhibit A - Boundary Map**; the District is generally located north and east of the intersection of Demazenod Dr. and State Route 15. The legal description of the District is attached as **Appendix 1 - Legal Description**.

Given the costs of development within the District, including but not limited to the costs of providing public and private infrastructure necessary to permit commercial development within the District, and the costs to remediate blighting conditions found within the District, the City of Belleville proposes to create the District to assist in meeting these costs.



Route 15 North Business District
 Business District Plan
 City of Belleville, Illinois

EDRR
 Economic Development Resources

-  Municipal Boundary
-  Proposed Business District
-  Parcel

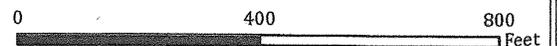


EXHIBIT A Boundary Map

SECTION II

STATUTORY BASIS FOR BUSINESS DISTRICT DEVELOPMENT AND REDEVELOPMENT

Business districts are authorized by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq., the Business District Development and Redevelopment Law, hereinafter the "Law". The Law finds and determines that:

- It is essential to the economic and social welfare of each municipality that business districts be developed, redeveloped, improved, maintained, and revitalized, that jobs and opportunities for employment be created within the municipality, and that, if blighting conditions are present, blighting conditions be eradicated by assuring opportunities for development or redevelopment, encouraging private investment, and attracting sound and stable business and commercial growth;
- As a result of economic conditions unfavorable to the creation, development, improvement, maintenance, and redevelopment of certain business and commercial areas within municipalities, opportunities for private investment and sound and stable commercial growth have been and will continue to be negatively impacted and business and commercial areas within many municipalities have deteriorated and will continue to deteriorate, thereby causing a serious menace to the health, safety, morals, and general welfare of the people of the entire State, unemployment, a decline in tax revenues, excessive and disproportionate expenditure of public funds, inadequate public and private investment, the unmarketability of property, and the growth of delinquencies and crime;
- In order to reduce threats to and to promote and protect the health, safety, morals, and welfare of the public and to provide incentives which will create employment and job opportunities, will retain commercial businesses in the State and related job opportunities and will eradicate blighting conditions if blighting conditions are present, and for the relief of unemployment and the maintenance of existing levels of employment, it is essential that plans for business districts be created and implemented and that business districts be created, developed, improved, maintained, and redeveloped;
- The creation, development, improvement, maintenance, and redevelopment of business districts will stimulate economic activity in the State, create and maintain jobs, increase tax revenues, encourage the creation of new and lasting infrastructure, other improvements, and facilities, and cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services and increase the general tax base, including, but not limited to, increased retail sales, hotel or restaurant sales, manufacturing sales, or entertainment industry sales, thereby increasing employment and economic growth;

- It is hereby declared to be the policy of the State, in the interest of promoting the health, safety, morals, and general welfare of all the people of the State, to provide incentives which will create new job opportunities and retain existing commercial businesses within the State and related job opportunities, and it is further determined and declared that the relief of conditions of unemployment, the maintenance of existing levels of employment, the creation of new job opportunities, the retention of existing commercial businesses, the increase of industry and commerce within the State, the reduction of the evils attendant upon unemployment, and the increase and maintenance of the tax base of the State and its political subdivisions are public purposes and for the public safety, benefit, and welfare of the residents of this State; and,
- The exercise of the powers provided in this Law is dedicated to the promotion of the public interest, to the enhancement of the tax base within business districts, municipalities, and the State and its political subdivisions, the creation of employment, and the eradication of blight, if present within the business district, and the use of such powers for the creation, development, improvement, maintenance, and redevelopment of business districts of a municipality is hereby declared to be for the public safety, benefit, and welfare of the residents of the State and essential to the public interest and declared to be for public purposes.

This Law allows a municipality to assist in accomplishing development and redevelopment activities within its business districts on a locally-controlled basis. Development and redevelopment within a designated business district will generate taxes from sales, services, and/or lodging within the business district and, thus, create tax revenues that will be used to improve the business district. These tax revenues can be used to finance certain "Business district project costs" ("Project Costs"), as shown in the Law.

The Law allows the corporate authorities to designate an area of the municipality, following a public hearing, as a business district. Under the Law, powers extended to the corporate authorities creating a business district include, but are not necessarily limited to the following:

- To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan;
- Within the business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein;
- To acquire property by eminent domain in accordance with the Eminent Domain Act;
- To clear any area within the business district by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land;

- To install, repair, construct, reconstruct or relocate public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with a business district plan;
- To renovate, rehabilitate, reconstruct, relocate, repair or remodel any existing buildings, structures, works, utilities, or fixtures within any business district;
- To construct public improvements, including, but not limited to, buildings, structures, works, utilities, or fixtures within any business district;
- To fix, charge and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district;
- To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental person for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs;
- To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project; and,
- If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a retailers' occupation tax, a service occupation tax, and a hotel operators occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality.

The Law also identifies the components of such a business district plan, viz:

- Specific description of the district boundaries and map of the boundaries;
- General description of each project to be undertaken, including a description of the approximate location of each project and a description of any developer, user or tenant within the business district;
- Name of the proposed business district;
- Estimated business district project costs;
- Anticipated sources of funds to pay business district project costs;

- Anticipated type and terms of any obligations to be issued; and,
- The retailers occupation tax, service occupation tax and/or hotel operators occupation tax to be imposed (if any), and the rate of such taxes and the period of time for which such taxes will be imposed.

SECTION III

BUSINESS DISTRICT PLAN

INTRODUCTION

The City of Belleville (the "City") is creating the Route 15 North Business District (the "District") and the Route 15 North Business District Plan (the "Plan") in order to provide an important tool for the development and redevelopment of a Blighted area of the community. In looking to achieve this end, the City will adhere to certain Objectives and Policies.

A. Objectives

The Objectives of the Plan are to:

- Eradicate the blighting conditions within the District;
- Assure opportunities for development and redevelopment, and attract sound and stable commercial growth and employment opportunities;
- Enhance the tax base of the District;
- Facilitate the implementation of public plans, projects and investment within the District in a manner that is compatible with the City's Comprehensive Plan; and,
- Encourage and assist private investment and development within the District, in a manner that is compatible with the City's Comprehensive Plan.

B. Policies

The City of Belleville will follow certain Policies to achieve the Objectives outlined above. These include:

- Use District-derived revenues to implement the Plan;
- Utilize City employees and consultants to undertake those actions necessary to accomplish the specific public-side actions and activities outlined in the Plan;
- Provide District revenues, as permitted by the Law, to encourage private developers to complete actions and activities outlined in the Plan; and,
- Utilize those powers extended in the Law to the corporate authorities in a business district.

These Objectives and Policies may be amended from time to time as determined by the City.

C. Components of the Business District Plan

1. Boundaries

A number of factors were taken into consideration in establishing the boundary of the District. Established planning guidelines and standards have been followed in delineating the boundary and preparing this Plan.

Persons employed by Economic Development Resources L.L.C. (EDR), and experienced in determining the eligibility of areas of communities for business district designation, conducted research of the District and environs in order to ascertain the existence of blighting factors found in the Law. EDR was assisted by information obtained from St. Clair County, the City of Belleville, the property owner and local utilities. Based upon these investigations, the location of blighting factors found, the eligibility requirements for establishing enabling taxes and the determination of redevelopment needs within the City, the boundary of the District was determined.

The District is comprised of one parcel and an abutting portion of State Route 15, and is approximately 45 acres in size. It is generally located north and east of the intersection of Demazenod Dr. and State Route 15.

2. General Description of the Project, Developer, User or Tenant

General Description of the Project

The projects proposed to be undertaken (the "Projects") within the District will include privately developed commercial uses within the District and public investment in infrastructure complementary to the private development. The Projects may be developed in one or more phases.

Private Projects proposed to be undertaken throughout the District include, but are not limited to:

- site preparation, including remediation, demolition, and clearance and grading;
- development of commercial buildings and structures, and parking fields, and screening and site landscaping, including but not limited to, the construction of a 130 room upscale six story hotel, a 30,000 sq. ft. conference center, a brewery/theme restaurant (Hofbrauhaus), a gas and diesel/convenience/fast food complex, up to four upscale restaurants, and necessary infrastructure thereto; and,
- improvements to ingress and egress points.

Public Projects will be used to complement private investment and help induce commercial development and redevelopment. These improvements are anticipated to include, but are not limited to:

- extension of City utilities and other City infrastructure to parts of the District not currently served, including sanitary sewers, storm water sewers, detention facilities, water mains, curbs, gutters, sidewalks, crosswalks, street lighting and the like;
- construction, reconstruction, and/or relocation of other utilities, including the burying or relocation of electrical lines; and,
- improvements to City utilities and other City infrastructure now serving the District, including the widening and resurfacing of streets, improvements to intersections (including curbs, corners, curb cuts, signalization and turn lanes).

Description of Any Developer, User or Tenant

Developers, users or tenants include those developers, users or tenants attracted to the District through the use of the business district program. A description of any developer, user or tenant of any property to be located or improved within the District is attached as **Appendix 2 – Description of Any Developer, User or Tenant**.

3. Name of Business District

The name of the Business District is the “Route 15 North Business District”.

4. Estimated Business District Project Costs

The estimated business district project costs (the “Project Costs”) for the District, as discussed in 5. below, are presented in **Exhibit B – Estimated Business District Project Costs**. These estimates include the sum total of all costs incurred by the City, other governmental entity, or nongovernmental person in connection with the District, in furtherance of this Plan. The estimated costs in the Exhibits are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Plan.

Total Estimated Business District Project Costs are anticipated to be \$7,130,000

5. Anticipated Source of Funds to Pay Business District Project Costs

The anticipated source of funds to pay Project Costs are those tax revenues generated by the retailers’ occupation tax, service occupation tax and hotel operators occupation tax to be imposed by the Business District (the “Business District Tax”) which will be applied to pay eligible costs under the Law. In addition, the District’s costs and obligations may be paid for, in whole or in part, by revenues from other funding

EXHIBIT B

Estimated Business District Project Costs

<u>Description</u>	<u>Estimated Costs</u>
Cost of studies, surveys, development of plans and specifications, implementation and administration of a business district plan, and personnel and professional service costs including architectural, engineering, legal, marketing, financial, planning, or other professional services	\$1,580,000
Property assembly costs, including but not limited to, acquisition of land and other real or personal property or rights or interests therein, and specifically including payments to developers or other nongovernmental persons as reimbursement for property assembly costs incurred by that developer or other nongovernmental person	\$2,050,000
Site preparation costs, including but not limited to clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land	\$2,050,000
Costs of installation, repair, construction, reconstruction, extension or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the Plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person	\$1,450,000
<u>Total Estimated Business District Project Costs</u>	\$7,130,000

Expenditures in individual categories may differ from those shown above; however the total amount of the Estimated Business District Project Costs will not exceed \$7,130,000 plus any additional increase in this figure permitted in the Law for interest and any other financing costs as may be required.

sources. These may include state and federal programs, tax increment financing (“TIF”) revenues from the City’s proposed “Route 15 North” TIF area, and a portion of the City’s Hotel Operators’ Occupation Tax.

6. Anticipated Type and Terms of Any Obligations to be Issued

In order to expedite the implementation of the Plan, the City of Belleville, pursuant to the authority granted to it under the Law, may issue obligations to pay for the Project Costs. These obligations may be secured by future taxes generated by the Business District Taxes to be collected and allocated to the Business District Tax Allocation Fund (the “Fund”). Such obligations may take the form of any loan instruments authorized by the Law.

Such loans or obligations may be issued pursuant to this Plan. The City anticipates that notes, bonds or similar obligations, if issued, will be secured by revenues in the Fund.

When the Project Costs, including all obligations paying or reimbursing such Project Costs have been paid, any surplus funds then remaining in the Fund shall be distributed to the City Finance Director for deposit into the general corporate fund of the City, as provided for in the Law.

7. The Rate of Any Tax to be Imposed Pursuant to Subsection (10) or (11) of Section 11-74.3-3 of the Law and the Period of Time for Which the Tax Shall Be Imposed

Within the District, a rate of tax of 1.0% shall be imposed as a retailers’ occupation tax and a service occupation tax, and a rate of tax of 1.0% shall also be imposed as a hotel operator’s occupation tax. Such taxes shall be imposed for up to 23 years.

SECTION IV

BASIS FOR FINDING AS A BLIGHTED AREA

A. Introduction

Business districts are authorized by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. (the “Business District Development and Redevelopment Law” or the “Law”). The Law sets forth the requirements and procedures for establishing a business district, including making a determination that there exists conditions that cause the business district to be classified as a “Blighted area” and therefore enabling a municipality to impose an additional retailers’ occupation tax, service occupation tax and hotel operators’ occupation tax. The purpose of this report is to provide a document that demonstrates that the area of the City under consideration for designation as a business district is a “Blighted area”.

The proposed Route 15 North Business District (the “District”) contains one parcel located within the City of Belleville and an abutting portion of State Route 15. The District is generally located north and east of the intersection of Demazenod Dr. and State Route 15. The location of this approximately 45 acre District is shown on **Exhibit A – Boundary Map**.

This portion of Belleville has been found to meet the eligibility requirement as a “Blighted area.” Thus, the entire boundary shown on **Exhibit A** encloses a section of Belleville that meets the requirements for a “Blighted area”, as found in the Law.

B. Statutory Qualifications

The definition for qualifying an area of a municipality as a business district, as defined in the Law, is as follows:

“Blighted area” means an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.

C. Investigation and Analysis of Blighting Conditions

In determining whether or not this portion of the City meets the eligibility requirements of the Law, various methods of research and field surveys were utilized. These included:

- Contacts with individuals knowledgeable as to: conditions and history of this portion of the City; age of buildings and site improvements; development patterns; real estate matters and related items. Existing information related to public utilities in this portion

of the City was also reviewed, as was information regarding the City on file with St. Clair County; and,

- On-site field examinations of conditions within the District were conducted by Economic Development Resources L.L.C. (EDR).

D. The Area Proposed for the Business District

The area proposed for designation of a business district is approximately 45 acres in size, and is generally located north and east of the intersection of Demazenod Dr. and State Route 15. The area contains one parcel of vacant land and is shown on **Exhibit A – Boundary Map**. This portion of the City has been found to meet the eligibility requirements for a “Blighted area”.

E. Review of Qualifications of the Proposed Business District

1. Defective, non-existent or inadequate street layout

The District contains three streets: State Route 15 (a State highway), which creates the south-southwest boundary of the District; N. Demazenod Dr. (a privately owned asphalt street) which runs through the District and provides access from State Route 15 to the Missionary Association of Mary Immaculate building; and an unnamed, private concrete and gravel road which runs north-northwest from N. Demazenod Dr. for a distance of approximately 640 feet. Historic aerial maps show (and the property owner confirms) that this unnamed street was initially constructed in the early 1960’s and that portions of this road (on its far northern edge) were removed both in 2010 and 2013.

The layout of these three streets is defective; there are no sidewalks within the State Route 15 right-of-way, or on N. Demazenod Dr., forcing pedestrians to walk in the active driving lanes or in the abutting grass lawns. Further, there is no pedestrian signal, crosswalk lane or other pedestrian safety system present at the intersection of State Route 15 and N. Demazenod Dr., forcing pedestrians to cross a heavily traveled state highway (34,200 Average Annual Daily Traffic, IDOT 2013) without the benefit of such pedestrian safety measures, a defect in the layout of these streets.

Moreover, all streets are impacted by defective layout in that the streets lack a curb and gutter system. Therefore, all storm water within these streets drains off the pavement and onto abutting properties. Further, N. Demazenod Dr. does not contain any traffic striping, demonstrating a defective and inadequate layout for two-way traffic.

The street layout is also inadequate in that it has not induced development of any kind in the District. Despite the fact that the District is served with direct access from State Route 15 (and has had direct access off State Route 15 for over 50 years), the layout of the streets in the interior of the District (the unnamed road and N. Demazenod Dr.) have not been, and are not now, adequate to support development.

2. Unsanitary or unsafe conditions

Research by EDR has identified unsanitary or unsafe conditions within the District. Such conditions include, but are not limited to, those enumerated below and those shown in **Appendix 3 - Photo Appendix**.

- Portions of the District are subject to chronic flooding, as certified by a registered professional engineer. These areas fill with pools of standing water, which impairs the growth of development in the area, attracts animals and creates breeding grounds for mosquitoes and other insects.
- Pools of standing water throughout the District (including on paved surfaces) freeze into sheets of ice in the winter, unsafe for pedestrians and vehicles.
- There are no sidewalks within the State Route 15 right-of-way, or on, or abutting, N. Demazenod Dr., forcing pedestrians to walk in the active driving lanes or in the abutting grass lawns. Further, there is no pedestrian signal, crosswalk lane or other pedestrian safety system present at the intersection of State Route 15 and N. Demazenod Dr. (the District's only ingress/egress point), forcing pedestrians to cross a heavily traveled state highway (34,200 Average Annual Daily Traffic, IDOT 2013) in active traffic without the benefit of such pedestrian safety measures, an unsafe condition.
- The lack of traffic striping on N. Demazenod Dr. is also unsafe for two-way traffic in general, and especially when utilized by commercial delivery trucks servicing the Missionary Association of Mary Immaculate (9480 N. Demazenod Dr.) to the east.
- Dumping of miscellaneous debris in the District.
- The *Directory of Coal Mines in Illinois 7.5-Minute Quadrangle Series French Village Quadrangle St. Clair County* provided by the Illinois State Geological Survey (ISGS) and the Illinois Department of Natural Resources (IDNR) shows that 20-25% of the District is located within an "indefinite underground coal mine boundary", with the remainder of the District situated within the "underground mine proximity region". Moreover, virtually the entirety of the District is at risk due to the fact that subsidence can occur beyond the area actually mined.
- The entire District is located in the Illinois Sinkhole Plain, an area of southwestern Illinois with the highest concentration of karst features within the State (estimated 10,000 sinkhole features). The location of the District, then, presents a proven safety hazard for existing residents and businesses as well as developers wishing to build on this highly erodible limestone bedrock. This cavity-prone bedrock can cause overlying sediments to rapidly collapse into the limestone cavities, creating the bowl-shaped sinkhole depression and consuming everything above it.

- Information provided by Stookey Township Sanitary District shows that the District is serviced by septic tanks (and not established sanitary sewer lines). Township officials confirmed that the existing system would need to be replaced with a new sanitary sewer system in order to provide service for any new development within the District.
- The southernmost edge of the rip rap drainage ditch south of N. Demazenod Dr. drops off into a drainage ditch in the wooded areas abutting State Route 15 within the District. At the drop off, there are piles of chopped concrete blocks which were dumped following removal of portions of the street north of N. Demazenod Dr. These large concrete blocks are unenclosed and unprotected and still contain rusted metal rebar posts protruding from the blocks. The unrestricted access to these concrete blocks creates an attractive nuisance and is an unsafe condition.
- The partially demolished and unfinished private street running north from N. Demazenod Dr. is cracked, crumbled and chopped gravel laid over concrete. In some instances, holes have formed in the concrete pavement approximately 6-8 inches in diameter. The physical condition of this street is a safety hazard for pedestrians and any vehicles which may traverse this street. Access to the street is only somewhat limited (and just on its southern end) by an unlocked metal gate at the entrance on N. Demazenod Dr., but is easily accessed anywhere else along its length. This situation is one which is unsafe as this deteriorated street is easily accessed by pedestrians and vehicles.
- Site visits in January 2015 identified areas within the District that pedestrians and vehicles use on a daily basis which have little, or no, measureable light (as identified by measuring the light levels at these locations in the District). These active streets within the District have levels of illumination below that recommended by the Illuminating Engineering Society of North America (IESNA), including areas with sheets of ice and streets and intersections without any sidewalks or crosswalks.

3. Deterioration of site improvements

Deterioration of site improvements is quite evident, as shown in the surface cracking, crumbling, base failure, depressions and potholes throughout the length of the concrete and gravel of the unnamed street in the interior of the District, and in the cracking and crumbling in the pavement of both the State Route 15 public right-of-way, and N. Demazenod Dr.

4. Improper Subdivision or Obsolete Platting

Access to the parcel abutting the District is provided by a private street (N. Demazenod Dr.) which transects the District. This street does not sit in any easement recorded with the County, and instance of obsolete platting of the District.

5. Existence of conditions which endanger life or property by fire or other causes

Research by EDR has identified conditions which endanger life or property by fire or other causes within the District. Such conditions include, but are not limited to, those enumerated below and those shown in **Appendix 3 - Photo Appendix**.

- Portions of the District are subject to chronic flooding, as certified by a registered professional engineer. These areas fills with pools of standing water, which impairs the growth of development in the area, attracts animals and creates breeding grounds for mosquitoes and other insects.
- Pools of standing water throughout the District (including on paved surfaces) freeze into sheets of ice in the winter, endangering life and property for pedestrians and vehicles.
- There are no sidewalks within the State Route 15 right-of-way, or on, or abutting, N. Demazenod Dr., forcing pedestrians to walk in the active driving lanes or in the abutting grass lawns. Further, there is no pedestrian signal, crosswalk lane or other pedestrian safety system present at the intersection of State Route 15 and N. Demazenod Dr. (the District's only ingress/egress point), forcing pedestrians to cross a heavily traveled state highway (34,200 Average Annual Daily Traffic, IDOT 2013) in active traffic without the benefit of such pedestrian safety measures, endangering the life of pedestrians.
- The lack of traffic striping on N. Demazenod Dr. is endangers life and property for two-way traffic in general, and especially when utilized by commercial delivery trucks servicing the Missionary Association of Mary Immaculate (9480 N. Demazenod Dr.) to the east.
- The *Directory of Coal Mines in Illinois 7.5-Minute Quadrangle Series French Village Quadrangle St. Clair County* provided by the Illinois State Geological Survey (ISGS) and the Illinois Department of Natural Resources (IDNR) shows that more than 20% of the District is located within an "indefinite underground coal mine boundary", with the remainder of the District situated within the "underground mine proximity region". Moreover, virtually the entirety of the District is at risk due to the fact that subsidence can occur beyond the area actually mined.
- The entire District is located in the Illinois Sinkhole Plain, an area of southwestern Illinois with the highest concentration of karst features within the State (estimated 10,000 sinkhole features). The location of the District, then, endangers life and property for existing residents and businesses as well as developers wishing to build on this highly erodible limestone bedrock. This cavity-prone bedrock can cause overlying sediments to rapidly collapse into the limestone cavities, creating the bowl-shaped sinkhole depression and consuming everything above it.

- The southernmost edge of the rip rap drainage ditch south of N. Demazenod Dr. drops off into a drainage ditch in the wooded areas abutting State Route 15 within the District. At the drop off, there are piles of chopped concrete blocks which were dumped following removal of portions of the street north of N. Demazenod Dr. These large concrete blocks are unenclosed and unprotected and still contain rusted metal rebar posts protruding from the blocks. The unrestricted access to these concrete blocks creates an attractive nuisance and endangers life and property.
 - The partially demolished and unfinished private street running north from N. Demazenod Dr. is cracked, crumbled and chopped gravel laid over concrete. In some instances, holes have formed in the concrete pavement approximately 6-8 inches in diameter. The physical condition of this street endangers life and property for pedestrians and any vehicles which may traverse this street. Access to the street is only somewhat limited (and just on its southern end) by an unlocked metal gate at the entrance on N. Demazenod Dr., but is easily accessed anywhere else along its length. This situation endangers life and property as this deteriorated street is easily accessed by pedestrians and vehicles.
 - Site visits in January 2015 identified areas within the District that pedestrians and vehicles use on a daily basis which have little, or no, measureable light (as identified by measuring the light levels at these locations in the District). These active streets within the District have levels of illumination below that recommended by the Illuminating Engineering Society of North America (IESNA), including areas with sheets of ice and streets and intersections without any sidewalks or crosswalks.
6. **By reason of the predominance of, or any combination of, the abovementioned factors, the area proposed as a business district retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.**

The area proposed as a business district is an area of Belleville that is a “Blighted area” which, by reason of a combination of the factors discussed above, constitutes an economic liability, a social liability, an economic underutilization of the area and a menace to the public health, safety and welfare.

Economic Liability

The District, through a combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes constitutes an economic liability to the City, the underlying taxing districts and the owners of the District’s property.

These conditions make this portion of Belleville an economic liability to the City in that their existence has severely limited investment by private enterprise in the District, thereby producing very little economic activity and tax revenue for the community. Despite the significant location advantages of the District, the City receives less tax revenue than it would reasonably anticipate being available from the District to support the public services, and investment in public improvements and utilities, that it must provide to its citizens and property owners.

In the same manner, the combination of these factors constitutes an economic liability for underlying taxing jurisdictions. These jurisdictions – which rely, in large part, on commercial development on well-situated property (such as that with access to a state route) to create taxable value that in turn generates the revenues these taxing bodies require to provide adequate services and capital investments – receive less property tax revenue than would reasonably be expected to be produced from the District.

The existence of these factors also constitutes an economic liability for the property owner within the District. Such conditions are a significant impediment to the property's development and thus are disadvantageous to the sale or long term lease of the property.

Social Liability

The District, through the combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes, also constitutes a social liability. These factors and conditions, presented in detail in this Plan, are hazardous to the health, safety and welfare of the public and therefore constitute a social liability.

Economic Underutilization

The combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes also cause the economic underutilization of this portion of the City. The presence of these factors has lessened the attractiveness of the District for private investment, as shown in the failure of the residential project planned 50 years ago, and the continued undeveloped status of the District during the growth of the National Shrine of Our Lady of the Snows across State Route 15 (over 1 million visitors annually) and the development and expansion of Missionary Association of Mary Immaculate to the immediate east (construction on the facility occurring in the 1980's and 1990's). Further, the economic underutilization of the District is mirrored in its equalized assessed value which has not increased in the past 10 years, while the remainder of the City has grown approximately 70% and the Consumer Price Index has increased approximately 27% during the same time period.

Menace to the Public Health, Safety, Morals or Welfare

Such factors noted above, and others discussed previously, specifically those concerning defective, non-existent or inadequate street layout, unsanitary and unsafe conditions and conditions which endanger life or property by fire or other causes are also likely to cause harm to the public health, safety and welfare; as such, they represent a menace to the public health, safety and welfare.

F. Summary

The proposed District is found to be a "Blighted area" due to the combination of factors noted throughout this report that make the proposed District an economic liability, a social liability, an economic underutilization of the area, and a menace to the public health, safety and welfare.

SECTION V

FINDINGS AND COMPLETION OF OBLIGATIONS

A. Findings

The City of Belleville makes the following findings with respect to establishing the Route 15 North Business District:

- The area to be designated as the Route 15 North Business District (the “District”) is contiguous;
- The District includes only parcels of real property directly and substantially benefited by the Plan;
- The District, in its entirety, is located within the municipal boundaries of Belleville, Illinois;
- The District is a “Blighted area” as it is area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare;
- The District on the whole has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of the Plan;
- The Plan conforms to the comprehensive plan for the development of the municipality as a whole.

B. Completion of Business District Projects and Retirement of Obligations

Upon payment of all Project Costs and retirement of all obligations paying or reimbursing the Project Costs, but in no event more than 23 years after the date of adoption of the ordinance imposing taxes pursuant to subsections (10) and (11) of Section 11-74.3-3 of the Law, the City shall adopt an ordinance immediately rescinding the taxes imposed pursuant to these subsections.

APPENDICES

APPENDIX 1

LEGAL DESCRIPTION

LEGAL DESCRIPTION

Part of Section 3 of Township 1 North, Range 9 West, of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) with the exception or exclusion of lands lying within public Right-of-Ways Dedicated for Highway Purposes for Illinois Route 15; reference being made to the plat thereof recorded in the Recorder's Office of the afore said County and State in Book of Plats 42 page 77; Is described as follows:

Beginning at the intersection of the Southwesterly Right-of-Way Line of Illinois Route 15 and the South line of the Northwest Quarter of Said Section 3; thence Easterly along said South line of said Northwest Quarter to the Center of Said Section 3; thence continuing Easterly a distance of 200.00 feet to the Northeast corner of Parcel ID 07030300005; thence Southerly to the Southeast corner of said Parcel ID 07030300005; thence Southwesterly to the South corner of said parcel ID 07030300005, also being the Northeasterly Right-of-Way line of Illinois Route 15; thence continuing Southwesterly a distance of 270.00 feet to the Southwesterly Right-of-Way line of Illinois Route 15; thence Northwesterly following along said Southwesterly Right-of-Way line of Illinois Route 15 to the Point of Beginning.

APPENDIX 2

DESCRIPTION OF ANY DEVELOPER, USER OR TENANT

"...a description of any developer, user, or tenant of any property to be located or improved within the proposed business district" (65 ILCS 5/11-74.3-5)

Developer, User or Tenant	Description
Missionary Ventures, LLC	Developer
Hofbrauhaus Brewery/Theme Restaurant	Commercial
Jack Flash Gas and Diesel/Convenience/Fast Food	Commercial
Hotel and Conference Center	Commercial
Up to Four Restaurants	Commercial

APPENDIX 3

PHOTO APPENDIX



Concrete and gravel road within the District



Lack of curb, gutter, traffic striping and sidewalks



Lack of pedestrian signal system



Area of chronic flooding



Pools of standing water, frozen into sheets of ice



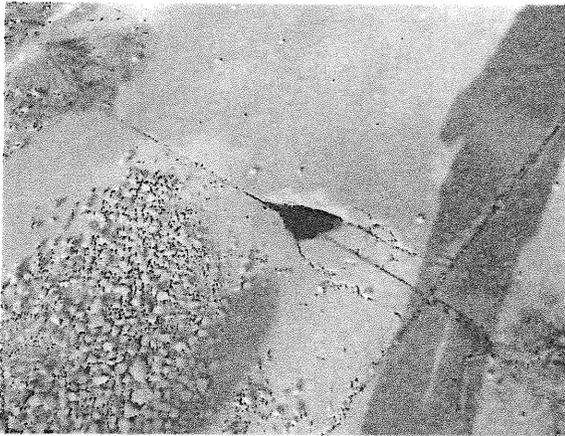
Piles of chopped concrete blocks and metal rebar



Cracked, chopped and crumbling road pavement



Lack of sidewalks on State Route 15



Potholes in the concrete and gravel road



Economic Development Resources
200 South Hanley Road
Suite #601
St. Louis, Missouri 63105



Programs and Services for Older Persons
201 N. Church St. • Belleville, IL 62220
618-234-4410 • 866-942-SWIC (7942), ext. 7011 • Fax 618-234-8634

February 4, 2015

Dallas B. Cook, City Clerk
City of Belleville
101 So. Illinois Street
Belleville, IL 62220

Dear City Council:

The **Belleville Senior Celebration**, co-sponsored by Southwestern Illinois College's Programs and Services for Older Persons (PSOP); the City of Belleville and Belleville Township will be held Friday, May 8, 2015 from 10am-2pm. Over 500 persons annually attend the event located at the PSOP building, 201 No. Church Street in Belleville.

Free table games will be available as well as entertainment by the PSOP Country-Western Band. Food is donated and prepared by the City of Belleville and Belleville Township officials. Others attending may include Mayor Mark Eckert, County Board Chairman Mark Kern, and SWIC College staff.

We are requesting that the 200 Block of North Church Street be blocked off at both ends from 7:00am-3:30pm so that the seniors can move easily from the parking lots to the building. We also need barricades placed at the Church Street entrance of St. Luke's parking lot.

PSOP is also requesting that the 'B' lot be reserved for our guests that day, and we will provide a shuttle to all areas by the ATS transportation program.

Please ask the Parks and Recreation Department to drop off 10 picnic tables and 4 trash cans that morning; with one table and one trash can to be placed in the back courtyard by the barbecue cooks, and the other 9 tables and 3 trash cans in front.

Please advise if this street closure and other requests are approved. Call Mary Miller if you need any additional information at (618) 257-0011 or e-mail her at mary.miller@swic.edu.

Sincerely yours,

Mary Miller Melissa Bischan Winkler

Mary Miller and Melissa Bischan Winkler, Co-Chairmen
PSOP Belleville Senior Celebration

Department is requiring two (2) police officers – one to be at Royal Heights Road and South Park Drive and the other at West Park Drive and North 48th Street. The 5K will begin at 9a and end around 10a.

Thank you in advance for your time and consideration in helping Nicole achieve her Gold Award. Please do not hesitate to give us a call for additional information. We look forward to your response.

Sincerely,

Lisa Laflen

Lisa Laflen, Parent
618.334.8956 (cell)
lisalafle@hotmail.com

obo Nicole Laflen
Senior Girl Scout of Troop 763

Jon Boente

Jon Boente
Belleville West Junior High School Principal
School District 118
Girl Scout Gold Award Mentor to Nicole Laflen

*The Girl Scout Gold Award is the highest award a Girl Scout can earn. The Gold Award is the highest achievement within the Girl Scouts of the USA, earned by Senior and Ambassador Girl Scouts. Only 5.4% of eligible Girl Scouts successfully earn the Gold Award. Girl Scout's highest award was created in 1916, and has gone through numerous changes over the years.

~Nicole Laflen; Girl Scout Gold Award* Project

RESOLUTION NO. 3216

WHEREAS, the Veteran's Memorial Monument Committee is sponsoring a memorial ceremony in the City of Belleville which event constitutes a public purpose;

WHEREAS, this ceremony will require the temporary closure of Route 159, a State Highway in the City of Belleville from at the Public Square;

WHEREAS, Section 4-400 of the Illinois Highway Code authorizes the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 at the Public Square as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 8:00 a.m. to 1:00 p.m. on November 11, 2015.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of holding a ceremony.

BE IT FURTHER RESOLVED, that traffic from this closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two way traffic.) *The detour route shall be as follows: Detour route attached.

*To be used when appropriate.

BE IT FURTHER RESOLVED, that the City of Belleville assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Belleville be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Belleville prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Belleville as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Belleville.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the resolution pertains to a parade or when no detour is required.)

BE IT FURTHER RESOLVED, that the City of Belleville hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, that the City of Belleville shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the City Council of the City of Belleville this 17th day of February, 2015.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 18th day of February, 2015.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**2015
DETOUR ROUTE
FOR
VETERAN'S MEMORIAL CEREMONY**

8:00 A.M. TO 1:00 P.M. NOVEMBER 11, 2015

SOUTH BOUND TRAFFIC

South bound traffic on Illinois Street (State Route 159), turn right on "A" Street; follow "A" Street to 3rd Street; turn left on 3rd Street; follow 3rd Street to Washington Street; turn left on Washington Street; follow Washington Street to Illinois Street; turn right on Illinois Street (State Route 159).

NORTH BOUND TRAFFIC

North bound traffic on Illinois Street (State Route 159), turn right on Washington Street; follow Washington Street to High Street; turn left on High Street; follow High Street to "A" Street; turn left on "A" Street; follow "A" Street to Illinois Street; turn right on Illinois Street (State Route 159).

TRUCK DETOUR

South bound through truck traffic shall be detoured at North Douglas Street; follow Douglas Street to Lebanon Avenue; right on Lebanon Avenue; follow Lebanon Avenue to High Street; left on High; follow High Street to South Belt East; right on South Belt East back to Illinois Route 159.

North bound through truck traffic shall detour at South Belt East and Illinois Route 159; turn right on South Belt East; follow South Belt East to High Street; left on High Street; follow High Street to Lebanon Avenue; turn right on Lebanon to Douglas; follow Douglas back to Illinois Route 159.

RESOLUTION NO. 3222

WHEREAS, the Belleville School District #118 is sponsoring a picnic parade in the City of Belleville which event constitutes a public purpose;

WHEREAS, this parade will require the temporary closure of Route 159, a State Highway in the City of Belleville from Washington to A Streets;

WHEREAS, Section 4-400 of the Illinois Highway Code authorizes the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 from Washington to A Streets as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 9:30 a.m. and 10:30 a.m. on Monday, May 18, 2015 (with a rain date of May 19th).

BE IT FURTHER RESOLVED that this closure is for the public purpose of holding a parade.

BE IT FURTHER RESOLVED, that traffic from this closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two way traffic.) *The detour route shall be as follows: No detour route necessary – the parade will break to let traffic through.

*To be used when appropriate.

BE IT FURTHER RESOLVED that the City of Belleville assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall at the expense of the City of Belleville be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, those police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Belleville prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Belleville as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Belleville.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the resolution pertains to a parade or when no detour is required.)

BE IT FURTHER RESOLVED that the Belleville School District #118 hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, that the Belleville School District #118 shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this resolution is forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the City Council of the City of Belleville this 2nd day of March, 2015.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 2nd day of March, 2015.

ATTEST:

Dallas. B. Cook, City Clerk

Mark W. Eckert, Mayor

CITY OF BELLEVILLE, ILLINOIS

Ordinance 7844

AN ORDINANCE PROPOSING THE APPROVAL OF A BUSINESS DISTRICT PLAN AND DESIGNATION OF A BUSINESS DISTRICT AND FIXING A TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSALS TO APPROVE A BUSINESS DISTRICT PLAN AND DESIGNATE A BUSINESS DISTRICT

WHEREAS, the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3 et seq., as amended (the "Law"), states that the corporate authorities of a municipality shall by ordinance propose the approval of a business district plan and designation of a business district and shall fix a time and place for a public hearing on the proposals to approve a business district plan and designate a business district; and,

WHEREAS, the City of Belleville proposes to create the Route 15 North Business District and has placed on file, for public inspection, the "Route 15 North Business District, Business District Plan", dated February 25, 2015.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Belleville, Illinois, as follows:

SECTION 1: The City Council of the City of Belleville, Illinois, hereby proposes the approval of the "Route 15 North Business District, Business District Plan" and designation of the Route 15 North Business District.

SECTION 2: The City Council of the City of Belleville, Illinois, hereby sets Monday, **March 16, 2015, at 6:00 p.m. at City Hall, 101 S. Illinois St.**, as the time and place for the Public Hearing on the proposals to approve the "Route 15 North Business District, Business District Plan" and designate the Route 15 North Business District.

SECTION 3: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All existing ordinances of the City of Belleville are hereby repealed insofar as they may be inconsistent with the provisions of this Ordinance.

SECTION 4: This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS, this 2nd of MARCH, 2015.

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Dorothy Meyer	_____	_____
Janet Schmidt	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Kent Randle	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Phil Silsby	_____	_____
Joseph W. Hayden	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Trent Galetti	_____	_____
James Musgrove	_____	_____
Joe Orlet	_____	_____
Lillian Schneider	_____	_____

2015. **APPROVED** by the Mayor of the City of Belleville, Illinois this _____ day of _____,

MAYOR

ATTEST:

CITY CLERK

(SEAL)