

PROJECT MANUAL

FOR

ALPHA DELTA PHI FRATERNITY REMODELING
5747 South University Avenue
Chicago, Illinois 60637

HEITZMAN ARCHITECTS
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February 5, 2004

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* A sample of this form is not included in this package. Copies are available from the American Institute of Architects/Chicago, 222 Merchandise Mart, Suite 1049, Chicago, Illinois 60654; telephone (312) 670-7770, FAX (312) 670-2422.

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INSTRUCTIONS TO BIDDERS

It is the intent of the Owner to enter into a single agreement with one General Contractor for the work on the project. Proposals shall be made on the Bid Form provided and shall contain the following information:

1. Base Bid
2. Contract Price Breakdown
3. Signature of Bidder

Proposals shall not contain any recapitulation or description of the work to be done.

Submit written proposals to the Owner on or before 2:00 p.m. local time on Tuesday, February 26, 2004 at Heitzman Architects, 111 North Marion Street, Oak Park, Illinois at which time and date they will be publicly opened and read aloud. Proposals received after this date will not be considered.

Proposals shall be sealed in an opaque envelope, marked and addressed as follows:

"PROPOSAL FOR ALPHA DELTA PHI FRATERNITY REMODELING"

Submitted by _____
(Name of Bidder)

A pre-bid meeting and site visit is scheduled for 9:00 a.m. on Wednesday, February 11 at the site at 5747 South University Avenue, Chicago, Illinois 60637. The Architect and Owner's representative will be present at this meeting.

The Owner reserves the right to award the contract to his best interests, to reject any or all proposals, to waive informalities in bidding, and to hold the three lowest proposals for a period of sixty (60) days after bid due date.

Each bidder shall visit the site to fully acquaint and familiarize himself with the conditions as they exist, and make such investigations as he may see fit so that he shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract. Claims for additional compensation due to Contractor's failure to carefully examine the site, or failure to fully understand the Contract Documents will not be allowed. Should a Bidder find discrepancies in, or omissions from the Contract Documents, he should at once notify the Architect, who will issue the necessary instructions to all Bidders in the form of an Addendum. All Addenda will become part of the Contract Documents.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

NO ORAL INTERPRETATION WILL BE MADE TO ANY BIDDER AS TO THE MEANING OF ANY OF THE CONTRACT DOCUMENTS.

Each bidding general contractor will be issued three complete sets of drawings and specifications for bidding purposes. Additional sets of drawings and specifications may be obtained at the direct cost of reproduction from Imperial Blueprint Company, 338 Harrison Street, Oak Park, Illinois 60304, telephone (708) 848-1030.

Drawings may also be viewed at the office of the Architect, Heitzman Architects, 111 North Marion, Oak Park, Illinois 60301.

END OF SECTION
INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY CONDITIONS

The following Supplementary Conditions amplify, modify, change, delete from, or add to the "General Conditions of the Contract for Construction," AIA Document A201-1997, which is hereby incorporated into these Contract Documents by reference. Copies of AIA Document A201-1997 are available for examination at the office of the Architect, or may be purchased from the American Institute of Architects/Chicago, 222 Merchandise Mart, Suite 1049, Chicago, Illinois 60654; telephone (312) 670-7770, FAX (312) 670-2422. Where any Article, Paragraph, Subparagraph, or Clause of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1, GENERAL PROVISIONS

Add the following definitions after Paragraph 1.1.7:

1. The term "Owner" means The Chicago Society of Alpha Delta Phi, 5747 South University Avenue, Chicago, Illinois 60637. Mr. Roger Deschner is the Owner's Representative and Project Manager.
1. The term "Contractor" means the General Contractor who has entered into an Agreement with the Owner to carry out the Work described in the Contract Documents.
2. The term "Architect" means Heitzman Architects, 111 North Marion Street, Oak Park, Illinois 60301, Phone (708) 848-8844; FAX (708) 848-8845, email: heitzman@comcast.net

The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Architect. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Architect will visit the site at intervals appropriate to the stage of construction, to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, the Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and the Contractor. The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity. The Architect will have authority to reject Work which does not conform to the Contract Documents.

3. Approve: The term "approved," where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in General and Supplementary Conditions.
4. By Others: The term "by others" means that work shown or described in the contract documents and labeled with this designation is not included in the specific sub-trade's contract, but will be required to be done within the General Contractor's contract.
5. By Owner: The term "by Owner" means that work shown or described in the contract documents and labeled with this designation is not included in the General Contractor's contract, but will be completed under a separate contract with another contractor by the Owner. Coordination and scheduling of the work thus described shall be the responsibility of the General Contractor.
6. Complete: The term "complete" means all surfaces or areas of a construction item.
7. Construction Documents: The term "Construction Documents" means the General Conditions, Supplementary Conditions, Drawings, Specifications, all Addenda issued prior to signing of the Contract, and executed Change Orders issued by the Owner and agreed to by the Contractor after the signing of the Contract.
8. Contract Documents: The term "Contract Documents" means all of the documents which make up the Contract between Owner and Contractor, including the Agreement between Owner and Contractor and the Construction Documents.
9. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "requested by the Architect," and similar phrases.
10. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
11. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
12. In Kind: The term "in kind" means of the same type, size, material, etc. as the existing item.
13. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
14. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - (1) The term "experienced" when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
 - (2) Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified

apply exclusively to tradespersons of the corresponding generic name.

15. Patch: The term "patch" means to remove any damaged or defective material within the area to be patched, and to replace it with new material, fitted in a workmanlike manner so as to provide a continuous plumb, level, and/or true to line surface, uninterrupted by flaws, defects, or blemishes.
16. Project Site: The term "Project Site" is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is the building and lot owned by the Chicago Society of Alpha Delta Phi at 5747 South University Avenue in Chicago, Illinois.
17. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
18. Rebuild: The term "rebuild" means to reconstruct a portion or portions of the building completely and properly using new or salvaged materials acceptable to the Owner and Architect.
19. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
20. Repair: The term "repair" means to fix and restore a portion or portions of the building to a sound, acceptable state of operation and serviceability or appearance. Repairs will be expected to last approximately as long as a replacement.
21. Replace: The term "replace" means to remove an existing element or elements from the building and install a new element of like kind or a salvaged element acceptable to the Owner and Architect, completely and properly anchored to the substrate and surrounding materials.
22. Reset: The term "Reset" means to remove an existing element or elements from the building and reinstall it completely and properly anchored to the substrate and surrounding materials.
23. Substantial Completion: The term "Substantial Completion" means the date on which the Architect issues a Certificate of Substantial Completion based on an inspection of the Work, by which it can be determined that the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for the use for which it is intended. A Certificate of Substantial Completion may be issued for each individual building as it is completed, if this is in the Owner's best interests.
24. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

ARTICLE 3, CONTRACTOR

Delete the remainder of paragraph 3.2.1 after the first sentence, and replace with the following:

"The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency, or omission, and failed to report it to the Architect, in which case the Contractor shall not be entitled to an increase in the Contract Sum or Contract Time and the Contractor shall bear all attributable costs for correction."

Delete paragraph 3.3.1 and replace with the following:

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 charge and control of construction means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor shall review any specified construction or installation procedure (including those recommended by any product manufacturer). The Contractor shall advise the Architect:

- a. if the specified procedure deviates from good construction practice;
- b. if following the procedure will affect any warranties; or,
- c. of any objections which the Contractor may have to the procedure.

Delete paragraph 3.5.1 and replace with the following:

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents and that the Work will be free from faults and defects and in conformance with the Contract Documents. The warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Architect of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of the Subcontractor or supplier responsible for the defective Work to correct such Work shall not excuse the Contractor from performing under the warranty. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Add the following new paragraph 3.5.2:

3.5.2 The Contractor shall furnish maintenance and 24 hour call-back service for the equipment provided by him for a period of twelve (12) months after completion and acceptance of the Work. This service shall include regular examinations of the installation by competent and trained employees of the Contractor, and shall include all necessary adjustments, greasing, oiling, cleaning, supplies, and parts to keep the equipment in proper operation except such parts made necessary by misuse, accidents, or negligence not caused by the Contractor or any of its Subcontractors.

Add the following to paragraph 3.10.1:

The Owner's or Architect's silence to a submitted schedule that exceeds time limits current under the Contract Documents shall not relieve the Contractor of its obligations to meet those time limits, nor shall it make the Owner or Architect liable for any of the Contractor's damages incurred as a result of increased construction time or not meeting the contractual time limits. Similarly, the Owner's or Architect's silence to a Contractor's schedule showing performance in advance of such time limits shall not create or infer any rights in favor of the Contractor for performance in advance of such time limits.

Add the following paragraphs after 3.11.1:

3.11.2 Plans and sections of all concealed work, particularly concealed piping and conduit, and

deviations from conditions shown on the Contract Documents, shall be shown and dimensioned on the "As Built" drawings. Contractor shall develop layout drawings for all concealed work that is schematically indicated on the Contract Documents.

3.11.3 The Contractor and his sub-contractors shall maintain an accurate record of deviations and changes from the Contract Documents which occur in the work; shall indicate all such deviations and changes on reproducible transparencies of the Contract Documents; and shall turn over to the Architect upon completion of the work all such documents and information, such as final shop drawings and sketches, marked prints and similar data indicating the "As Built" conditions. HVAC, Electrical, Communications, Fire Alarm, Plumbing, and Fire Protection, Contractors shall record all changes or deviations in their work from what appears on the Contract Documents. The reproducible transparencies of the Contract Documents will be furnished by the Architect. The cost of recording and transferring the changes or deviations to the transparencies shall be included in the Contract price for the respective work. The "As Built" transparencies shall be delivered by the Contractor to the Architect prior to the Final Acceptance of the Project and issuance of final payment.

Replace 3.12.11 with the following:

3.12.11 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Contractor shall provide the person or party providing the certification with full information on the relevant performance requirements and on the conditions under which the materials, systems, or equipment will be expected to operate at the project site. The certification shall be based on performance under the operating conditions at the project site. The Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

Add the following paragraphs after paragraph 3.12.11:

3.12.12 The Contractor shall submit all required shop drawings and samples with such promptness as to cause no delay in his own work or in that of any other contractor or subcontractor. No extensions of time will be granted to the Contractor because of failure to have shop drawings or samples submitted in ample time to allow for review. Each subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data through the Contractor. All such submissions shall be thoroughly checked by the Contractor for completeness and for compliance with the Contract Documents before submitting them to the Architect for review, and shall bear the Contractor's stamp certifying that they have been so checked. Any item submitted without this stamp, and any submission which, in the Architect's opinion is incomplete, contains numerous errors, or has not been checked or only checked superficially, may be returned unchecked by the Architect for correction and resubmission by the Contractor.

3.12.13 In checking shop drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work.

3.12.14 The Architect's review of shop drawings and samples is for the convenience of the Owner in following the Work; and it is recognized that every submittal returned to the Contractor, regardless of how marked, may not actually have been reviewed, that the thoroughness of review may not be consistent (e.g., the same errors may be noted on some drawings and not on others, some errors may be noted on a drawing and others not noted), and that in no event will the review be complete.

3.12.15 All shop drawings must be properly identified with the name of the project and dated, and

each lot submitted must be accompanied by a letter of transmittal referring to the name of the project and the identification of the item. Each drawing shall have a clear space for the stamps of the Contractor and the Architect.

3.12.16 Submit one (1) reproducible sepia transparency and one (1) print of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the specifications until final acceptance is obtained. Submit six (6) copies of manufacturer's descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance characteristics, and capacities; wiring diagrams and controls; schedules; and other pertinent information as required.

3.12.17 When samples are required to be submitted for Architect's review by the requirements of the Specifications, submit two (2) samples, marked, tagged, or otherwise properly identified with the name of the Contractor, the name of the Project, the purpose for which the samples are submitted, and the date. Accompany all submitted samples with a letter of transmittal containing similar information, together with the identification of each item. Each tag or sticker shall have a clear space for the stamps of the Contractor and the Architect.

3.12.18 Each submittal will be returned to the Contractor stamped or marked by the Architect as follows:

A: "Proceed per Contract Documents": The Contractor is advised that this means that fabrication, manufacture, and/or construction may proceed providing the work is in compliance with the Contract Documents.

B: "Proceed per Notations and Contract Documents": The Contractor is advised that this means that fabrication, manufacture, and/or construction may proceed providing the Work is in compliance with the Architect's notations and the Contract Documents.

C: "Do Not Proceed: Resubmit": The Contractor is advised that this means no work shall be fabricated, manufactured, and/or constructed and that the Contractor shall make a new submittal to the Architect.

D: "Record Document": The Contractor is advised that the submittal so stamped is for record purposes only and was not or cannot be reviewed or acted on by the Architect.

3.12.19 The Architect will return transparencies stamped "A" or "B" to the Contractor who will be responsible for obtaining prints thereof and distributing them to the field and to subcontractors. In the case of manufacturers' descriptive literature, catalog cuts, and brochures stamped "A" or "B", the Architect will return four (4) stamped copies to the Contractor who shall be responsible for distributing them to the field and to the subcontractors. In the case of samples marked "A" or "B", the Architect will return one of the two samples to the Contractor.

3.18 INDEMNIFICATION

Delete Paragraphs 3.18.1, 3.18.2, and 3.18.3 in their entirety, and substitute the following Paragraphs:

3.18.1 To the fullest extent permitted by law, Contractor waives any right of contribution against and shall indemnify and hold harmless Owner, any Owner's Representative, the Architect, and their agents, consultants and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss, or

expense (these are collectively referred to as "claims") is caused in whole or part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in this Contract.

3.18.2 In any and all claims by an employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

Add the following new paragraphs after 3.18.3:

3.18.4 Only to the extent prohibited by the Illinois Anti- Indemnity Act, Ill. Rev. Stat. C.29, Sec. 61, the indemnification obligations of the Contractor under this Contract shall not extend to the liability of the Owner, any Owner's Representative, or the Architect, or their agents, consultants or employees, arising out of their own negligence.

3.18.5 The aforesaid indemnification and hold-harmless shall not include or cover any injury, death, damage or destruction caused by any negligent act or omission of the Owner, or any other contractor (or its subcontractors) who has contracted directly with the Owner, or Architect, or anyone employed by either the Owner or Architect, or for whose acts either of them may be liable.

Add the following as paragraph 3.20:

3.20 LABOR

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

ARTICLE 4, ADMINISTRATION OF THE CONTRACT

Delete paragraph 4.1.2 and replace with:

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 and the Architect.

Delete paragraph 4.1.3 and replace with:

4.1.3 In case of termination of employment of the Architect, the Owner shall appoint an Architect whose status under the Contract Documents shall be that of the former Architect.

Add to paragraph 4.2.3:

Nothing contained in subparagraphs 1.1.3 or 4.2.2 shall alter the responsibilities established in this subparagraph and in subparagraph 3.3.1.

Replace paragraph 4.2.13 with:

4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if reasonably inferable from the Contract Documents as being necessary to produce the intended results.

Add the following new paragraph after paragraph 4.2.13:

4.2.14 In performing its obligations for the Owner, the Architect and its consultants may cause expense for the Contractor or its subcontractors. However, the Contractor, its subcontractors and sureties shall maintain no direct action against the Architect, its consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect, its consultants, their agents and employees.

Make the following revisions to paragraph 4.3.2:

In paragraph 4.3.2, replace the phrase "arbitration or litigation" in both places it appears with "mediation, arbitration or litigation".

In paragraph 4.3.2, delete subparagraph (5).

In paragraph 4.3.3, replace the first sentence with:

"Claims by either party must be made within 21 days after occurrence of the event giving rise to such claim, whether or not any impact in money or time has then been determined."

Paragraph 4.3.3 is modified to add the following language to the end:

"Failure to comply with the literal language of this provision shall deprive the arbitrator and any court of jurisdiction to consider Contractor's claim, and the issue of the arbitrator's jurisdiction shall be decided by a court of competent jurisdiction, not the arbitrator."

Add the following to paragraph 4.3.6:

"The site conditions contemplated by this Subparagraph include, but are not limited to, materials

containing asbestos, polychlorinated byphenyl (PCB), or hazardous materials."

Paragraph 4.3.7 is modified to add the following to the end:

"This Paragraph is not intended to, and shall not, create any additional grounds upon which the Contractor shall be entitled to an increase in the Contract Sum beyond those grounds provided elsewhere in this Contract. Also, in no event shall the Contractor make a claim for additional costs resulting from any delays in the progress of the Work."

Add the following as paragraph 4.3.10:

4.3.10 The Contractor agrees to waive any right which it may have to punitive damages from the Owner and agrees not to make any claim or demand for punitive damages against the Owner.

In paragraph 4.4.4, change "subject to arbitration" to "subject to mediation and arbitration".

Renumber paragraph 4.5.1 to 4.5.1.2 and add the following paragraph 4.5.1.1:

4.5.1.1 Mediation. Notwithstanding the provisions of paragraphs 4.5.1.2 and 4.5.4, before any claim or controversy shall be decided by arbitration as provided below, the claim or controversy shall first be submitted to mediation in accordance with this Subparagraph. The mediation shall be in accordance with the Construction Mediation Rules of the American Arbitration Association then obtaining, or with Endispute or American Intermediation Service, unless the parties mutually agree otherwise. The time restrictions given below in paragraphs 4.5.1.2 and 4.5.4 for when arbitration may or must be demanded shall apply to when mediation, not arbitration, may or must be demanded. Notice of demand for mediation shall be filed in writing with the other party, the American Arbitration Association (if applicable), and with the Architect. During mediation proceedings, the Owner and Contractor shall comply with Subparagraph 4.3.4. Other parties may be joined in the mediation. If the controversy or claim has not been resolved within 90 days of demand for mediation, either party may terminate the mediation by filing a demand for arbitration. This agreement to mediate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Delete paragraph 4.5.5 and replace with:

4.5.5 Other parties may be joined to the arbitration. The foregoing agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Add the following as the first sentence of paragraph 5.2.2:

All subcontracts shall be in writing, and shall be assignable by the Contractor to the Owner.

Delete paragraph 5.4.2.

Delete paragraph 6.1.4.

Add the following to paragraph 7.3.6

Overtime when specifically authorized by the Owner shall be paid for by the Owner on the basis of premium payment only, plus cost of insurance and taxes based on the premium payment.

Overhead and profit will not be paid by the Owner for overtime. Contractor shall submit detailed itemized breakdown of quantities and unit costs, including overhead and profit as separate items with response to request for price.

In paragraph 7.3.7, after the word "increase" in the last line, add the following words: "or decrease".

Add the following to paragraph 7.3.7:

Also, if the amount of either the credit or the addition is in dispute, the amount of the other, nondisputed item may not be included in Applications for Payment. Overhead and profit will be included in credits to the same extent they are included in additions.

Add a paragraph 7.5 as follows:

7.5 AGREED OVERHEAD AND PROFIT RATES

7.5 For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to charge and accept payment for his overhead and profit at the following percentages of the cost attributable to the change in the Work: **10%**

ARTICLE 8, TIME

Add the following paragraph after Paragraph 8.2.3:

8.2.4 Time for Completion. Work which will not disturb occupants of the house shall be commenced on March 15 and completed no later than October 31. Work which will disturb occupants of the house shall begin no earlier than June 15 and shall be completed no later than August 31.

Delete paragraph 8.3.3 and substitute the following:

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

Add the following as paragraph 8.4:

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

ARTICLE 9, PAYMENTS AND COMPLETION

Add to paragraph 9.3.1.2:

However, this paragraph will not apply to routine retainage the Contractor intends to withhold from

the Subcontractor pursuant to the subcontract.

Add to paragraph 9.3.2:

Contractor shall submit requisitions from suppliers and Subcontractors to substantiate the amounts requested on the Application for Payment for materials or equipment stored on or off site.

Add the following new paragraphs after 9.3.3:

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

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

9.3.6 Provided that there are no outstanding liens or claims and that in the opinion of the Owner the previous work has been done properly and is on schedule for completion of construction and the unpaid balance in each case is sufficient to complete the unfinished work, upon fifty percent (50%) completion of the Work, the Owner shall have the option, in its sole discretion, to make subsequent payments in each case for ninety five percent (95%) of the value of the completed Work, the retainage thus being reduced to five percent (5%).

9.3.7 Upon giving ten (10) days notice in writing to the Contractor, the full contract retainage may be reinstated and the retention restored to the basis established in paragraph 9.3.4 if the manner of completion of the Work and its progress do not remain satisfactory to the Owner, or if any surety of Contractor withholds its consent.

9.3.8 Applications for Payment shall be made by the Contractor on AIA Forms G702 and G703.

9.3.9 All payouts shall be made through the Chicago Title and Trust payment procedure which will be set up by the Owner for this project. All partial waivers of lien for each payment from subcontractors and suppliers of material directly to the General Contractor shall be notarized and submitted with each application for progress payment.

Add the following to paragraph 9.6.3:

Notwithstanding paragraph 4.2.4, the Architect and Subcontractor may communicate directly on matters covered by this paragraph.

Add the following to paragraph 9.8.2:

With respect to Work enumerated on the list accompanying the Certificate of Substantial

Completion, the guarantee or warranty period shall start at the time of subsequent acceptance of this Work in writing by Owner.

Delete paragraph 10.1.2 in its entirety.

ARTICLE 11, INSURANCE AND BONDS

Add the following to paragraph 11.1.2:

Notwithstanding the above, the insurance required by paragraph 11.1 shall be on an occurrence basis.

Add the following new paragraphs after 11.1.2:

11.1.2.1 Such insurance shall be written to include the following coverages and for not less than the following minimum limits or greater if required by law:

- A. State: (in which this contract is performed) - Statutory limits.
- B. Applicable Federal (if any) - Statutory limits.
- C. Employer's Liability \$_____ each accident or occupational disease.

.2 Commercial General Liability Insurance including as minimum coverages:

- Premises - Operations Liability
- Independent Contractor's Protective Liability
- Products and Completed Operations Liability
- Broad Form Property Damage Endorsement
- Blanket Contractual
- Personal Injury

A. Special Requirements:

a. Property Damage Liability Insurance will provide "X, C, and U" (Explosion, collapse and underground hazard) coverage as applicable.

b. Products and Completed Operations to be maintained for () year(s) after final payment. Damage to material, product or item of equipment itself shall be covered by an Installation Floater on a legal liability basis or by an extension of the manufacturer's warranty.

c. The term "caused by accident" if used in bodily injury coverage shall be replaced by the term "occurrence".

d. The term "caused by accident" if used in property damage coverage shall be replaced by the term "occurrence".

e. The owner and the architect shall be named as "additional insured" on the commercial general liability policy of the general contractor and/or subcontractor of any tier.

B. Limits of Liability:

a. Bodily Injury:

\$2,000,000 each person
\$2,000,000 each occurrence

b. Property Damage:

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

OR c. \$2,000,000 Combined Single Limit

.3 Contractual Liability Insurance:

A. Limits of Liability:

a. Bodily Injury:

\$2,000,000 each person
\$2,000,000 each occurrence

b. Property Damage:

\$2,000,000 each occurrence
\$2,000,000 annual aggregate
OR c. \$2,000,000 Combined Single Limit

.4 Personal injury, with Employment Exclusion deleted:

\$2,000,000 annual aggregate

.5 Comprehensive Automobile Liability Insurance:

A. Special Requirements:

a. All owned, hired, and non-owned vehicles including the loading or unloading thereof.

b. The term "caused by accident" if used in bodily injury coverage shall be replaced by the term "occurrence".

B. Limits of Liability:

a. Bodily Injury:

\$2,000,000 each person
\$2,000,000 each occurrence

b. Property Damage:

\$2,000,000 each occurrence
OR c. \$2,000,000 Combined Single Limits

.6 Owner's and Architect's Protective Liability Insurance:

The Contractor will furnish and maintain during the entire period of construction an Owner's Protective Liability Policy written in the name of the Owner and Architect with the following limits of liability:

A. Bodily Injury:

\$2,000,000 each person
\$2,000,000 each occurrence

B. Property Damage:

\$2,000,000 each occurrence
\$2,000,000 aggregate
OR C. \$2,000,000 Combined Single Limits

.7 Umbrella/Excess Liability Insurance:

Limits of Liability:

\$2,000,000 each occurrence
\$2,000,000 aggregate

In addition to the insurance coverages set forth in the Contract Documents, the Contractor shall maintain an umbrella/excess liability policy with coverages for the same hazards as covered under the primary policies, including any special requirements.

Paragraph 11.5.1 conditions apply.

11.1.2.2 Contractual Liability (Hold Harmless). The Contractor shall be responsible for any and all injury due to damage to any person and/or property including loss of human life arising directly or indirectly from or in connection with work performed or to be performed under this Contract, including extra work, and shall hold the Owner, the Architect, and their employees harmless of any and all loss or damage from such injury, damage, or death, and shall defend any such claims asserted or suit brought against the Owner, the Architect, or their employees thereon, and shall pay any judgment against the Owner, the Architect, or their employees resulting in any such suit; provided, however, that the Owner, the Architect, or their employees shall have the right at its option to participate in any such litigation without, however, relieving the Contractor of its obligations. Contractor shall purchase insurance to cover claims and expenses asserted against the Architect, its employees and consultants for bodily injury, sickness, disease and death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Also, such insurance shall state that: "The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's

liability under the insurance policy shall not be reduced by the existence of such other insurance."

In paragraph 11.3.1, in the last sentence, after the word "Owner", add the word "Architect".

Add the following to paragraph 11.3.1.1:

Property Insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

With reference to paragraph 11.3.1.3, the property insurance for the Work requires a minimum deductible of: \$1,000 per claim, paid by the Contractor.

Delete paragraph 11.3.1.4.

Delete the last sentence from paragraph 11.3.3.

In paragraph 11.3.7, delete the first word, "The", and substitute "If permitted by the Owner's and Contractor's insurance companies, without penalties, the ..."

Add the following new paragraph after paragraph 11.4:

11.5 MISCELLANEOUS REQUIREMENTS

11.5.1 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

11.5.2 The required limits of liability may be met by using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

Add the following to the end of Paragraph 13.2.1:

Notwithstanding any of the provisions of this paragraph, however, the Owner may assign the Contract to an affiliated entity without the consent of the Contractor.

Add the following to the end of paragraph 14.1.2:

The amount the Contractor shall be entitled to recover pursuant to this paragraph shall be subject to the provisions of paragraph 7.5.

Delete paragraph 14.3.2 and substitute the following:

14.3.2 If suspension, delay or interruption by the Owner constitutes in the aggregate more than

20 percent of the total number of days scheduled for completion, an adjustment shall be made for increases in the cost of performance of this Contract, excluding profit, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

1. That performance is, was or would have been so suspended, delayed or interrupted by another cause, including the fault or negligence of the Contractor; or
2. That an equitable adjustment is made or denied under another provision of this Contract.

Replace 14.3.3 with:

14.3.3 Any adjustment made in the Contract Sum pursuant to paragraph 14.3.2 shall be subject to the provisions of paragraphs 7.3.6.1 through 7.3.6.4. Overhead shall be allowed to the extent of one-half the percentages given in paragraph 7.5.

Add the following new paragraph 14.4:

14.4 OWNER'S TERMINATION FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Paragraph shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

14.4.2 Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

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

14.4.3 The Contractor shall recover payment for Work executed on the terminated portion of the Work before the effective date and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including profit and overhead as provided in paragraph 7.5 and damages.

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

END OF SUPPLEMENTARY CONDITIONS

PROPOSAL

FOR

ALPHA DELTA PHI FRATERNITY REMODELING
5747 South University Avenue
Chicago, Illinois 60637

DATE: February 26, 2004

Dear Mr. Deschner:

I/We _____

of _____

the undersigned, having visited the site and carefully examined the conditions affecting the work, the Instructions to Bidders, the Drawings and Specifications including the General Conditions, AIA Document A201, and the Supplementary Conditions prepared by Frank E. Heitzman, AIA, 111 North Marion Street, Oak Park, Illinois 60301, do hereby offer to furnish all labor, materials, tools, equipment, plant, transportation, machinery, supplies, insurance specified, taxes, and services necessary to complete the construction of the Work in accordance with the Contract Documents dated February 5, 2004 including Addenda Nos. _____, _____, _____, and _____, issued prior to date of opening Proposals, which is/are hereby acknowledged, for the following considerations:

I. BASE BID

For all work complete, the sum of

_____ Dollars (\$ _____)

By submitting a Proposal, the Contractor agrees that from his own investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance and that as a result of such examination and investigation he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the foregoing procedure and to familiarize himself with the Contract Documents and all conditions which might affect the work, will not be allowed.

II. CONTRACT PRICE BREAKDOWN

The undersigned has included in the Base Bid the following amounts for the portions of the work listed below as indicated on the drawings and as described in the applicable sections of the Specifications. These values are furnished for budgetary purposes only and will have no bearing on the award of the Contract.

NOTE THAT the total of all items in the following Contract Price Breakdown equals the Base Bid sum.

<u>Description of Work</u>	<u>Amount included in Bid</u>
1. Selective Demolition	\$ _____
2. Window Repair & Glazing	\$ _____
3. Interior Storm Windows	\$ _____
4. Carpentry & Other Miscellaneous Work Not Listed	\$ _____
5. Millwork, Kitchen Cabinets & Countertops	\$ _____
6. Doors & Hardware	\$ _____
7. Plaster Patching	\$ _____
8. Painting and Staining	\$ _____
9. Faux Finishing First Floor Ceiling Beams	\$ _____
10. Carpet	\$ _____
11. Mechanical Work	\$ _____
12. Plumbing Work	\$ _____
13. Electrical Work	\$ _____
14. General Conditions	\$ _____
15. Overhead & Profit	\$ _____

The undersigned agrees, prior to award of contract and upon request of the Architect, to submit a complete "Contract Price Breakdown" including both these items listed above, as well as a breakdown by trades showing the amount allocated to the various trades, subcontractors, and the General Contractor's work, including costs related to General Conditions, aggregating the total sum of the Contract.

III. ACCEPTANCE OF PROPOSAL

The undersigned agrees that this Proposal, if among the three lowest, may be held by the Owner for a period not exceeding sixty (60) days from the date stated for opening of the bids.

If written notice of the acceptance of this bid is mailed, faxed, or delivered to the Undersigned within the time noted above, after the date of opening of the bids, or at any time thereafter before this bid is withdrawn, the Undersigned agrees that he will execute and deliver a construction contract on a standard AIA Form A101 in accordance with the bid and alternates as accepted. It is understood and agreed that the Owner reserves the right to award the contract to his best interests, to reject any or all bids, to waive any informalities in bidding, and to hold all bids for the period noted above.

IV. TIME FOR COMPLETION OF THE WORK

The Undersigned agrees, if awarded the Contract, to commence work on March 16. and be substantially complete by August 31 unless unforeseen conditions arise during construction at which time the date for completion will be revised by Change Order with agreement by the Owner after consultation with the Architect.

VII. SIGNATURE OF BIDDER

If submitted by an individual, partnership or non-incorporated organization:

Bidder (Firm name): _____

By: _____

Title: _____

Business Address _____

Dated: _____

If submitted by a corporation:

Bidder (Firm name): _____

By: _____

Title: _____

Business Address: _____

State of Incorporation: _____

Names and Addresses of Officers:

President: _____

Business Address: _____

Secretary: _____

Business Address: _____

Treasurer: _____

Business Address: _____

Date: _____

END OF BID FORM

GUARANTEE

TO:

OWNER:

PROJECT:

ARCHITECT: Heitzman Architects
111 North Marion Street
Oak Park, Illinois 60301

SPECIFICATION SECTION REFERENCE: _____

PERIOD OF GUARANTEE: _____

STARTING DATE: _____

GUARANTEE:

CONTRACTOR: _____ DATE: _____

BY: _____
(signed) (printed)

INSTALLER: _____ DATE: _____

BY: _____
(signed) (printed)

_____: _____ DATE: _____

BY: _____
(signed) (printed)